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**City of Minneapolis**

**And**

**American Federation of State, County and Municipal  
Employees, District Council No. 5, Local Union No. 9, AFL-  
CIO (General Office Clerical and Technical Unit)**

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Whereas, the City of Minneapolis (hereinafter, "City") and the American Federation of State, County and Municipal Employees, District Council No. 5, Local Union No. 9, AFL-CIO (General Office Clerical and Technical Unit) (hereinafter, "Union") are parties to a collective bargaining agreement; and

Whereas, the classification of Council Office Associate is a title included in the General Office Clerical and Technical bargaining unit represented by the Union; and

Whereas, the City Council has formally acted to change the status of the Council Office Associate position to Politically Appointed; and

Whereas, the parties have recognized that appointed positions are not be represented by the Union; and

Whereas, the Union has objected to such a move and continues to pursue various avenues of appeal but has entered into negotiations to protect the rights of the incumbent employees and mitigate the impact of the Council decision;

Now, therefore, be it resolved that the following terms will apply in the event the Union's objection is denied:

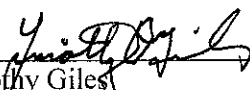
1. This Agreement applies to Barbara Anderson, Monique Cuff, Amy Duncan, Lorna Hanson, Heidi Quezada Hoffman, Constance Kiser, Julie Moline, Nancy Olsen, Mary Petersen, Audrey Roling, Dawn Snow, Ruth Hamann Weakly, and Jennifer White for the duration of their employment with the City of Minneapolis in the title of Council Office Associate whether represented or politically appointed (herein after, "covered employees").
2. Employees hired after the effective date of the City Council action into the title of Council Office Associate shall be considered as politically appointed, at-will employees not subject to the terms of this Agreement.
3. "Covered employees" may remain in a represented Council Office Associate position but at any time during the period beginning with the effective date of City Council action and no later than December 31, 2010, a covered employee must choose to:
  - a. Become a politically appointed, at-will employee by providing written notice to the City, the Union, and the Council Member in whose ward she works; or
  - b. Move out of a Council Office Associate position into a Civil Service or other represented position in the City of Minneapolis.
4. The following applies to all "covered employees":

- a. As long as they remain in a Council Office Associate position, whether represented or politically appointed, if removed from the position for reasons other than just cause, the employee shall be placed in a position for which they meet the minimum qualifications by the Human Resources Director. The wage for the employee placed in a title with a lower rate of pay shall be set at the employee's current rate of pay until such time as the new classification's wages meet or exceeds the employee's rate of pay. The wage of the employee shall be increased by one-half the annual adjustment negotiated to other employees represented by the Union.
  - b. Prior to December 31, 2010, in the event a Council Office Associate position is abolished or it becomes necessary because of lack of funds or lack of work to reduce the number of employees in the classification, the provisions of the Collective Bargaining Agreement shall prevail except that "covered employees" may choose to exercise bumping and/or displacement rights to bump and/or displace the least senior employee with less City seniority in any other position with the title she has held. If no such position exists, the employee shall be placed in a vacant or created position for which she meets the minimum qualifications by the Human Resources Director.
  - c. As long as a "covered employee" remains a Council Office Associate through December 31, 2013, the covered employee shall be eligible to receive up to one thousand dollars (\$1,000) per calendar year in the form of reimbursement for expenses related to tuition and/or training costs upon submission of receipts and proof of successful completion of the class and/or training session. Such reimbursement shall be conditioned upon the prior approval of the class or training by the Human Resources Director and successful completion of the class or training.
5. In addition to the provisions of item #3, covered employees who choose to become a politically appointed, at-will employee effective on the first day of the payroll period following receipt of written notification:
- a. Will no longer be a member of the AFSCME bargaining unit; and
  - b. Will be subject to the terms and conditions of employment for politically appointed, at-will employees; and
  - c. Will receive either paid parking or a city paid Metropass along with all other benefits available to individuals holding appointed positions in the City. Paid parking is available at the Gateway ramp, or if the employee selects another ramp, the City will pay the actual parking fees, not to exceed the Gateway ramp monthly fee amount and if more than the Gateway ramp fee, the employee will pay any additional fees; and
  - d. Will continue to have all vacation, sick leave and compensatory time already accrued available to the employee. If any additional vacation benefit results in accrued vacation in excess of the maximum vacation cap that cap shall be temporarily lifted for a period not to exceed three (3) years so that no employee loses already accrued vacation or vacation that would normally be accrued.
6. Covered employees who choose to move out of the Council Office Associate position into a Civil Service or other represented position in the City of Minneapolis may upon consultation with and agreement of the Human Resources Director:

- a. Be placed in a vacant Civil Service or represented position for which the covered employee meets the minimum job requirements; or
  - b. Be placed in a position created at the discretion of the City; or
  - c. Exercise bumping and/or displacement rights to bump and/or displace the least senior employee with less City seniority in any other position with a title she has held provided the employee still meets the minimum job requirements for the position. Identification of positions shall be in consultation with and agreement by the Human Resources Director.
7. In addition to the provisions of item #3, covered employees choosing to be placed as provided in #6, shall:
- a. Be considered to have 1<sup>st</sup> priority for filling vacant positions for which they meet the minimum qualifications within the city through either transfer or promotion after any contractually guaranteed rights of other employees have been processed;
  - b. Be subject to a probationary period of not more than three (3) months. Such employees shall be afforded up to three (3) opportunities for placement in an appropriate position after which the employee shall be considered as laid off and will be eligible for recall to any Civil Service or represented position for which they meet the minimum qualifications for a maximum of three (3) years as identified in consultation with and agreement by the Human Resources Director.; and
  - c. Have their wage set at the employee's current rate of pay until such time as the new classification's wages meet or exceeds the employee's rate of pay. The wage of the employee shall be increased by one-half the annual adjustment negotiated to other employees represented by the Union; and
  - d. Have all vacation and sick leave already accrued continue to be available to the employee; and
  - e. Compensatory time accrued by a covered employee while a Council Office Associate will be cashed out prior to placement.
8. In the event any challenge initiated by the Union results in a reversal of the City Council Action, this agreement shall become null and void.

**FOR THE CITY**

**FOR THE UNION**

  
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 Timothy Giles  
 Employee Services Director

12/19/08  
Date

  
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 Jill Kielblock  
 Field Representative, AFSCME Council 5

12/10/2008  
Date