## CITY OF MINNEAPOLIS And MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCMENT EMPLOYEES UNION LOCAL NO. 320 (Convention Center Unit)

# LETTER OF AGREEMENT

Minn. Stat. 363A.08 Recission

**Whereas,** the City of Minneapolis ("City") and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320-Convention Center Unit ("Union") (collectively, "the Parties") have negotiated a new collective bargaining agreement that will be effective beginning in 2025; and

**Whereas,** in those negotiations, the Parties agreed to modify the language in Article 9, Section 9.03 of the collective bargaining agreement to comply with Minnesota Statutes § 363A.08, subd. 8, as it relates to employee wages for pay upon promotion, pay upon transfer, and voluntary demotion; and

**Whereas**, the Parties desire to have an agreement in place in the event Minnesota Statutes § 363A.08, subd. 8, is repealed prior to the expiration of the new collective bargaining agreement.

### Now, therefore, be it resolved that: the Parties agree to the following:

If, prior to the expiration of the new collective bargaining agreement, the "pay history" law codified in Minnesota Statutes § 363A.08, subd. 8 (2024), is repealed or if there is a modification to the statute that would make the provision no longer applicable, the parties agree that Article 9, Section 9.03 and Attachment B, Job Bank LOA, Section 2.ii, of the new collective bargaining agreement and shall be automatically struck, and replaced with the following:

### Subd. 1 Pay Upon Promotion

The salary of an employee who advances from one grade to a higher grade shall be the increment nearest the salary last received by such employee in the lower classification plus 5%. The employee shall be advanced thereafter in accordance with Section 9.02 (Pay Progressions) of this article. The nearest to 5% calculation shall also be applicable whenever an employee is detailed to perform all or substantially all of the duties of a higher-paid classification. In the event that an employee achieves a step increase while serving in a detail capacity, the employee's pay will be re-computed based upon the new wage in their permanently certified title. An employee who voluntarily demotes to their previously held position within twelve (12) calendar months following promotion shall be returned to the applicable pay step had the promotion not occurred, including any step increases.

Subd. 2. Pay Upon Transfer When an employee attains a position in another classification which provides for an identical pay progression schedule they shall retain the same pay step as was applicable in their previous position and the employee shall retain the same anniversary date for future pay increase effective dates.

Subd. 3. Pay Upon Demotion The salary of an employee who voluntarily demotes shall be placed on the salary step on which they would be if they remained in their position. The salary of an employee who is demoted for disciplinary reasons from one classification to another which provides for a lower maximum salary, shall be the same step which the employee had before the promotion; however, the employee shall not be placed on a step which provides for a lower salary than the employee had prior to the demotion. Thereafter, the employee shall increase in accordance with Section 9.02 (Pay Progressions) of this article.

This LOA may be modified through written agreement including agreement reached through coalition bargaining.

This Letter of Agreement is non-precedent setting and will expire on December 31, 2027.

Now therefore, the Parties have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

# FOR THE EMPLOYER:

Rasheda Deloney	01/20/2025
Rasheda Deloney	Date
Labor Relations Director	

# FOR THE ASSOCIATION:

### 01/14/2025

Jackson Kerr Business Agent

Date