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)

LETTER OF AGREEMENT Vacation and Sick Leave Frontload

WHEREAS, the City of Minneapolis (hereinafter "City") and the AFSCME General Office Clerical and Technical Unit (hereinafter "Union") are parties to a Collective Bargaining Agreement ("Labor Agreement") that is currently in force.

NOW, THEREFORE, it is hereby agreed to amend Articles 11 and 15 as follows:

- 1. Section 11.04, Subdivision B, of the Labor Agreement is amended as follows:
 - B. Exempt Employees.

Eligible probationary employees shall be granted the equivalent of one (1) vacation day per month for each month or partial month of the calendar year in which they are hired for their use on their first day of employment. Thereafter, they shall be considered as eligible regular employees for the purposes of vacation accrual.

YEARS OF CITY SERVICE	VACATION DAYS
1 to 4	12
5 to 7	15
8 to 9	16
10 to 15	18
16 to 17	21
18 to 20	22
21+	26

Effective each January 1st, eligible employees shall be credited with a full yearly allotment of vacation leave. The amount credited on January 1st of each year shall be determined by the level of credited continuous service an employee will have achieved as of December 31st of that year. Should an employee separate from City service prior to December 31st, vacation eligibility shall be based on a monthly proportion of the yearly allotment.

For purposes of this article, the workday shall be defined in accordance with the definition in Section 10.01 Subd. 1 of this Agreement.

2. Section 11.05, Subdivision 1b, of the Labor Agreement is amended as follows:

<u>Exempt Employees.</u> Effective January 1st of each year, exempt employees will be allowed to draw upon vacation that may be earned during the following twelve (12) months subject to the following conditions:

- 1. Should the employee's earning accrual rate change during the year, the additional earning rate will be prorated for the remainder of the year.
- 2. Should the employee separate from the City during the year, the annual earning shall be prorated for the actual time worked.
- 3. Should the employee separate from the City during the year having used in excess of the prorated accrual for actual time worked, the employee shall be required to refund any usage in excess of the prorated accrual value.
- 4. Vacation benefits shall be calculated on a direct proportion basis to the time actually employed and without regard to the calendar year. Benefits may be cumulative up to and including fifty (50) days. Accrued benefits in excess of fifty (50) days as of December 31st of each year shall not be recorded and shall be considered lost. Employees can carry more than fifty (50) days at any other time of year.
- 3. Section 11.05, Subdivision 2, of the Labor Agreement is amended as follows:
 - Subd. 2. Negative Accruals Permitted

Employees shall normally be authorized to utilize only vacation benefits actually accrued to the date of their return from vacation. Increases in such employee's vacation allowances shall be made at the beginning of the pay period during which they complete the appropriate number of years of continuous service. Such employees may at their Department's sole discretion, be permitted to go into a negative vacation status for emergency events. Such amount shall not exceed the anticipated earnings for the immediately succeeding twelve (12) month period. Employees separating from service will be required to refund vacation used in excess of accrual at the time of separation, if any.

4. Section 15.03 of the Labor Agreement is amended as follows:

Section 15.03 - Eligibility, Accrual and Calculation of Sick Leave

A. Non-Exempt Employees. If permanently certified Employees who regularly work more than half time per week, are absent due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave pay benefits shall be accrued by eligible employees at the rate of twelve (12) days per calendar year worked and shall be calculated on a direct proportion basis for all hours of credited work time other than overtime.

B. Exempt Employees. If permanently certified Employees who regularly work more than half time, are absent for a full day due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave shall begin on the first full workday an employee is absent from duty due to illness. Sick leave pay benefits shall be credited to eligible employees at the rate of twelve (12) days per calendar year worked. Eligible probationary employees shall be granted the equivalent of one (1) sick day per month for each month or partial month of the calendar year in which they are hired on their first day of employment. Thereafter, they shall be considered as eligible regular employees for the purposes of sick leave accrual.

Eligible employees shall be granted a full year of sick leave on January 1st of each year. Should an employee separate from City service, sick leave eligibility shall be based on a monthly proportion of the yearly allotment.

The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE EMPLOYER:	
DocuSigned by:	
Rasheda Deloney	09/04/2025
Rasheda Deloney	Date

Director, Labor Relations

FOR THE UNION:

Signed by:

09/02/2025

David Bard

Date

Business Manager

Signed by:

Sarah Maywell

President

09/04/2025

Date