CITY OF MINNEAPOLIS

And

POLICE OFFICERS FEDERATION OF MINNEAPOLIS

LETTER OF AGREEMENT SECOND TEMPORARY EXTENSION OF MAXIMUM VACATION ACCRUALS

WHEREAS, the City of Minneapolis ("Employer") and the Police Officers Federation of Minneapolis ("Federation") (collectively "the Parties") are parties to an expired Collective Bargaining Agreement ("Labor Agreement") that is continuing in effect; and

WHEREAS, the Parties are presently negotiating a successor collective bargaining agreement; and

WHEREAS, the Labor Agreement permits that vacation benefits may be cumulative up to and including 400 hours, with accrued benefits in excess of 400 hours not recorded and to be considered lost; and

WHEREAS, vacation use has been restricted for bargaining unit members due to continued staffing needs; and

WHEREAS, the Parties previously signed a Letter of Agreement, dated September 7, 2022, temporarily permitting accruals in excess of 400 hours through the first full pay period in December of 2023; and

WHEREAS, the Parties wish to further extend the time to use vacation accruals given continued restriction of vacation use.

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows:

- 1. Bargaining unit employees will be allowed to exceed the City's maximum vacation accrual of 400 hours to a maximum of 550 hours through the first full pay period in December of 2024.
- 2. After the first full pay period in December of 2024, bargaining unit employees shall forfeit vacation accruals in excess of 400 hours.
- 3. Any employee who separates prior to the end of the first full pay period in December 2024 shall be eligible for payment for unused vacation, up to a maximum of 400 hours, in

accordance with Section 22.06 of the Labor Agreement.

- 4. This Letter of Agreement shall not be construed to establish any precedent between the Parties and may not be offered as evidence in any grievance or arbitration proceedings, except in a proceeding arising from claims brought under this Letter of Agreement. The Parties shall not ever assert or claim that this Letter of Agreement is precedent in any current or future personnel action or administrative procedure or litigation of any kind.
- 5. The terms of this Letter of Agreement shall not be construed to place any limits on management rights so long as such rights are not in conflict with a stated term of this Letter of Agreement.
- 6. The Parties agree that this Letter of Agreement constitutes the entire agreement between the Parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein, including but not limited to the September 7, 2022, "Temporary Extension of Maximum Vacation Accruals" Letter of Agreement. All other terms and conditions of the Labor Agreement will remain in effect unless and until the Labor Agreement is replaced by one or more successor agreements.
- 7. This Letter of Agreement is expressly conditioned on approval by the Minneapolis City Council and Mayor of Minneapolis.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

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Rasheda Deloney

Director, HR Labor Relations

FOR THE UNION:

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James P. Michels

Attorney

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Date