CITY OF MINNEAPOLIS

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 5, LOCAL UNION NO. 9, AFL-CIO (Attorneys Unit)

LETTER OF AGREEMENT Retention Incentive

WHEREAS, the City of Minneapolis ("Employer") and American Federation of State, County and Municipal Employees, district Council No. 5, Local Union No. 9, AFL-CIO, ("Union") (collectively "the parties") are parties to a Collective Bargaining Agreement ("Labor Agreement") that is currently in effect;

WHEREAS, the parties agree that the ability to retain employees is valuable to providing successful services to the residents and businesses of the City of Minneapolis.

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

- 1. The Employer will pay eligible bargaining unit members a Retention Incentive of \$1000 to remain employed with the Employer through December 31st, 2023.
- 2. The Retention Incentive shall be paid in one-time lump sum payment of \$1000 upon ratification of the 2022 through 2024 Labor Agreement, and this associated Letter of Agreement, by both parties. This payment shall be made as soon as practicable upon signing.
- 3. Current bargaining unit members, who are employed as of the signing of this agreement may be eligible to receive the Retention Incentive. Current eligible employees who separate from service prior to December 31st, 2023, shall no longer qualify for the Retention Incentive and shall be responsible to reimburse the Employer for Retention Incentive payments received (less applicable deductions).
- 4. New bargaining unit members who are hired between the dates of March 1st, 2022, and December 31st, 2023, ("new eligible employees") may also be eligible to receive the Retention Incentive. This payment shall be either upon signing of this agreement or upon being hired, whichever is later. New eligible employees, who separate from service prior to the successful completion of probation, shall no longer qualify for the Retention Incentive and shall be responsible to reimburse the Employer for Retention Incentive payments (less applicable deductions) received.
- 5. Retention Incentive payments are subject to normal tax withholding and any other deductions.

- 6. Employees who receive a Retention Incentive, and subsequently become ineligible for a Retention Incentive, because of a separation from service, shall repay the Retention Incentive (less applicable deductions) upon separation. This repayment will occur from funds deducted from the employee's last paycheck.
- 7. An employee who has given notice to their immediate supervisor, prior to the Retention Incentive payment, may opt not to receive Retention Incentive payment.
- 8. Nothing herein should be construed as a guarantee of ongoing employment for any new hire or current bargaining unit member.
- 9. This Letter of Agreement sets no precedent.
- 10. All other terms and conditions of the Agreement will remain in force.

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

FOR THE EMPLOYER

Holland Atkinson

Director, Labor Relations

FOR THE UNION

9/23/22

Sarah Maxwel

Date

President

9.23.22

David Bard
Business Agent

Date