ATTACHMENT "F"

CITY OF MINNEAPOLIS

And

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

LETTER OF AGREEMENT Vacation Schedule Accelerated for Current Employees

WHEREAS, the City of Minneapolis and American Federation of State, County and Municipal Employees, Council 5, Local 9 (Attorney Unit) (the "Employer" and "Union" respectively, hereinafter jointly referred to as the "Parties") are parties to a collective bargaining agreement (hereinafter "Agreement"); and

WHEREAS, the Parties have negotiated new provisions in the Agreement whereby applicants for positions represented under the Agreement may be offered, as an incentive to accept employment with the Employer and at the discretion of the Employer, a number of vacation days higher than the number of vacation says which would otherwise be granted under the vacation schedule as stated in the Agreement; and

WHEREAS, the new provisions allow the Employer to grant said applicants up to a maximum of twenty-one (21) vacation days based on documented relevant work experience as a licensed, practicing attorney determined by the Employer's Human Resources Department; and

WHEREAS, the Parties have agreed that current employees covered under the Agreement will be provided with a one-time opportunity to receive similar credit for relevant work experience prior to employment with the Employer, so as to increase the number of vacation days granted under the vacation schedule.

NOW THEREFORE, IT IS HEREBY AGREED, that:

- 1. Within sixty (60) calendar days from the execution date of this Letter of Agreement, current employees covered under the Agreement may submit a written request to the employee's department's Human Resources Generalist (HRG) for credit for relevant work experience gained prior to employment with the Employer.
- 2. The HRG will review the request and contact the employee to obtain any additional information or documentation required for the HRG to determine whether or not to grant credit for relevant work experience.

- 3. The HRG will notify the employee in writing of the HRG's determination within a reasonable time from the date of receipt of the request.
- 4. An employee who is denied credit for which the employee applies and who disagrees with the HRG's determination, may appeal the determination through the employee's Union representative to the Employer's Director of Employee Services. The appeal shall be made within thirty (30) calendar days of the appeal for further discussion of the determination. The Employee Services Director shall thereafter take the matter under advisement and may, within ten (10) business days of the meeting, amend the initial determination. The decision of the Employee Services Director shall be final.
- 5. A determination to credit an employee with additional vacation days shall be retroactive to the execution date of this Letter of Agreement.
- 6. Employees granted vacation accrual credit under this Letter of Agreement shall be required to complete the requisite years of continuous City service, as set forth in Section 11.04-Vacation benefit Levels of the Agreement, before advancing to the next level of vacation accrual eligibility.
- 7. This Letter of Agreement will expire sixty-one (61) calendar days from the date of its execution.

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:

President, AFSCME Local #9