CITY OF MINNEAPOLIS

and

IAFF Local 82 – Firefighter Unit

LETTER OF AGREEMENT Holiday Time

WHEREAS, the City of Minneapolis ("Employer") and IAFF Local 82 (the "Union") are parties to a Collective Bargaining Agreement currently in effect (the "Labor Agreement");

WHEREAS, during the negotiations that resulted in the Labor Agreement, the Parties agreed to amend the holiday time accrual rates to reflect the inclusion of Juneteenth; and

WHEREAS, the Parties subsequently acknowledge that the provision they adopted for fractional hours of accrued holiday time have created administrative and operational difficulties; and

WHEREAS, during the negotiations between the Parties for a new collective bargaining agreement for the Fire Chiefs Unit, they agreed on full hours of accrued holiday time to reflect the inclusion of Juneteenth; and

WHEREAS, the Parties desire to have the same provisions in the Labor Agreement for the Firefighters Unit as they adopted for the Chiefs Unit;

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

- 1. Effective as of the date this Agreement is signed by both parties, Section 11.01, subd. 4 and Section 11.02 of the Labor Agreement shall be amended as provided in Appendix A. This Amendment shall automatically be incorporated into the successor to the Labor Agreement.
- 2. Within 60 days of the effective date of this Agreement, the "Time Off Bank" (meaning the aggregate for vacation, holiday, and work reduction days) for each employee in the Firefighters Unit who, as of January 1, 2024, was a twenty-four (24) hour shift employee shall be credited with 1.6 hours.
- 3. Except as expressly amended by this Agreement, the Labor Agreement shall remain in full force and effect.
- 4. This Letter of Agreement sets no precedent.

|SIGNATURE PAGE TO FOLLOW|

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

FOR THE EMPLOYER

FOR THE UNION

DocuSigned by:

lasheda Deloney

09/06/2024

Rasheda Deloney

Date

Director of Labor Relations

Signed by:

Mark Lakosky

09/08/2024

Mark Lakosky

Date

President, IAFF Local 82

APPENDIX A

Section 11.01 - Time Off Accrual

Subd. 4. Holiday and Work Week Time Off

Each twenty-four (24) hour shift employee is entitled to: 156 hours per year as holiday time off in lieu of paid holidays; and three (3) twenty-four (24) hour shifts per year as work week reduction time off.

Section 11.02 - Scheduling Time Off

The City reserves the right to determine the maximum number of employees in any job classification and/or in the Department to be scheduled off at any one time, day, shift or season. Such determination shall be made based on the total amount of vacation to be accrued by employees minus the amount of vacation for which employees have elected to receive compensation under Section 11.03. The City will meet and confer with the Union regarding the determination prior to the annual time off bid.

Time off (the aggregate of time accrued pursuant to Section 11.01, subdivisions 2 and 4) to which each twenty-four (24) hour shift employee is entitled shall be scheduled prior to January 1st of each calendar year for the ensuing calendar year. Time off shall be scheduled at such reasonable times as approved by the City with particular regard to the seniority of involved employees and the needs of the Department and, insofar as practicable, with regard to the wishes of involved employees. At the time of electing to exercise the right to receive compensation for vacation under Section 11.03, an employee may also elect to withhold up to four (4) full 24-hour shifts from the annual time off bid.

After the annual time off bid is completed, the City will provide a monthly notice of days in which the number of employees scheduled to be off is fewer than the number allowed to be off ("underutilized days"). To ensure the accuracy of the notice, the Employer will present and discuss the underutilized days with the Union at the monthly LMC meeting, if possible, prior to posting. The specific method of notice and the process for selection of underutilized days will be determined by the parties and periodically communicated to employees. However, once a withheld day has been granted for use on an underutilized day, the withheld day cannot be withdrawn or used to select another day off.

If a withheld day(s) is not used to take time off, the employee may elect to carry over the day(s) to the next year and/or convert the day(s) to sick leave. However, an employee who has more than six (6) unverified uses of sick leave during the year may not convert withheld days to sick leave.

(a) Carryover. No more than two (2) days may be carried over. If days are carried over, the number of days which may be withheld in a subsequent year is still limited to two. The number of withheld days carried over shall not increase the amount vacation for which an employee may receive an annual cash payment under Section 11.03.

(b) Conversion to Sick Leave. No more than sixty (60) hours may be converted to sick leave. The number of withheld days converted to sick leave shall not increase the amount sick leave for which an employee may receive an annual cash payment under Section 11.03.

An employee who desires to convert any unused withheld day(s) to sick leave must notify the Employer of the intention to do so on or before November 15. Any withheld day(s) not converted to sick leave shall be used before the end of the calendar year or be carried over (subject to the carry over limit specified above). Any days not converted, carried over, or used, shall be forfeited.