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**CITY OF MINNEAPOLIS**

**And**

**MINNEAPOLIS PROFESSIONAL  
EMPLOYEES ASSOCIATION**

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**LETTER OF AGREEMENT**

**Temporary Periods of Unanticipated Reductions in Revenue - Use of Furloughs**

**WHEREAS**, the City of Minneapolis (hereinafter “Employer”) and the Minneapolis Professional Employees Association (hereinafter “Association”) (the Employer and Association are hereinafter jointly referred to as the “Parties”) are parties to a Collective Bargaining Agreement currently in force; and

**WHEREAS**, during negotiations the Parties have reached agreement on the Employer’s use of furloughs of up to ten (10) days per calendar year and not more than one (1) day per pay period, and this Letter of Agreement states the terms and conditions of that agreement;

**NOW, THEREFORE, IT IS HEREBY AGREED**, that

In the event a department/division experiences revenue reductions that are not controlled by the City Council and Mayor, after the Mayor and the City Council have adopted a balanced budget, the Employer may furlough employees due to lack of funds only under the following terms and conditions:

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The Employer, upon identifying revenue reductions as aforesaid, shall at least two weeks prior to the implementation of furloughs provide notice to the Association with a written report detailing:
  - a. the department(s) affected and the financial impact on the department(s),
  - b. the reason for the shortfall,
  - c. an estimate of the number of furlough days to address the shortfall and the portion of the days associated with the Association, and
  - d. the positions projected to be furloughed.

For each department that will impose furloughs, the Department Head shall meet and confer with the Association and the affected employees within the department to present the information above, and to describe other responses to the shortfall that have been considered and any other steps being taken to address the shortfall.

2. All permits or other temporary employees, except for those in the Election’s Division, paid

through the affected revenue source must be terminated prior to the implementation of furloughs when practicable.


3. In the event an affected work unit or employees cannot be temporarily reassigned to other cost centers, and the reduction of funds does not extend into the next budget year, the department head will direct management to solicit and approve commitments to take budgetary leave, in full or half day increments.
4. Furlough days will be designated around holidays and weekends when practicable. The Employer will meet and confer with the Association regarding the scheduling of furlough days. If the employer mandates a furlough day either before or after a holiday, the employer will suspend the requirements regarding Holiday Pay in Section 13.02 Subd. 1.
5. The number of days needed through furlough will be reduced by the value of the number of days received through budgetary leave solicitation.
6. Any employee who volunteers for budgetary leave in 2020 shall have any required 2020 furlough time reduced by the amount of budgetary leave already taken or committed.
7. The department head will notify the employee(s) and the Association of an impending furlough not less than two pay periods prior to its implementation.
8. Unless voluntary, unpaid time off shall not be more than ten (10) days per calendar year and not more than one (1) day per pay period. However, the Employer may request, based upon the information provided in #2 above, that the Association increase this maximum number of furlough days to fifteen (15) per calendar year and/or two (2) days per pay period. The Association shall have no more than two weeks to respond to such a request. If the Association does not respond within the two-week period, then the Employer's request shall be deemed to be approved.
9. Consultants, permits, or other temporary employees will not be assigned the work of furloughed employees.
10. All furlough days taken as aforesaid shall be treated as if the employee is on Budgetary Leave. Further, for all furlough and budgetary leave days taken under this LOA, if an employee makes the employee's contribution to their pension plan, then the Employer shall make the Employer's contribution to the plan.
11. The department head will exercise their best efforts to assure that all department employees are proportionately impacted.
12. This agreement is not effective until the City Council passes a Resolution authorizing the imposition of unpaid furloughs on non-represented and appointed City employees, of not more

than twenty (20) days per calendar year and not more than two (2) days per pay period.

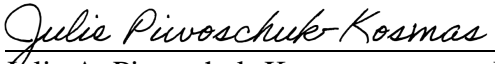
13. This agreement is null and void if no other bargaining unit agrees to mandatory furloughs.
14. During the period of this agreement, layoffs of Association-represented employees shall be limited to no more than 20 bargaining unit members.
15. This agreement supersedes Attachment G during the effective dates herein.
16. This agreement will sunset on December 31, 2020.
17. This agreement may be modified in writing signed by the Parties.
18. Unless expressly modified herein, all other provisions contained in the Parties' Collective Bargaining will remain in full force and effect.


**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:**

  
\_\_\_\_\_  
Laura J. Davis                      8/6/2020  
Director, Labor Relations                      Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Julie A. Piwoschuk-Kosmas                      8/6/2020  
President, MPEA                      Date

  
\_\_\_\_\_  
Kurt Errickson                      8/6/2020  
Business Representative                      Date