
CITY OF MINNEAPOLIS

And

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL NO. 5, LOCAL
UNION NO. 9, AFL-CIO
9-1-1 UNIT**

**MEMORANDUM OF UNDERSTANDING
Return from Medical Layoff**

WHEREAS, The City of Minneapolis (the “Employer” herein) and the American Federation of State, County, and Municipal Employees, District Council No. 5, Local No.9 AFL-CIO (the “Union” herein) are Parties to a collective bargaining agreement for the 9-1-1 bargaining unit that is currently in force; and

WHEREAS, employees who are members of the 9-1-1 bargaining unit have from time to time been placed on layoff for medical reasons under the terms of the City of Minneapolis Civil Service Commission Rules; and

WHEREAS, the Parties desire to clarify the contractual rights of employees upon their re-employment after layoff for medical reasons;

THE PARTIES, notwithstanding any other provision of the agreement to the contrary, hereby agree as follows:

1. An employee who has been laid off for medical reasons may be re-employed in a vacant position of the same job classification within three years of the layoff. The Employer may require a satisfactory medical report from the City’s health care provider before re-employment.
2. An employee’s City, Classification, and Operational seniority shall be tolled, e.g. frozen and not subject to accrual during a period of layoff for medical reasons.

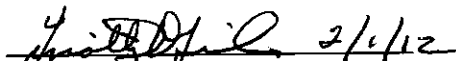
3. An employee's credited continuous service for vacation benefit levels shall be tolled, e.g. frozen and not subject to accrual during a period of layoff for medical reasons. Upon re-employment, the employee shall accrue vacation at the same benefit level as he/she did when the layoff occurred.

4. An employee's credited continuous service for advancement to the next higher step within the pay range shall be tolled, e.g. frozen and not subject to accrual during a period of layoff for medical reasons. Upon re-employment, the employee shall be paid at the same step within the pay range as he/she did when the layoff occurred.


NOW THEREFORE, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives whose signatures appear below:

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:



Timothy Giles Date
Director, Employee Services



Laurie Warner Date
Business Representative