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**CITY OF MINNEAPOLIS**

**AND**

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

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**LETTER OF AGREEMENT  
2020 Use of Furloughs**

**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”) are parties (collectively the “Parties”) to a collective bargaining agreement currently in effect; and,

**WHEREAS**, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19; and,

**WHEREAS** the World Health Organization characterized the outbreak of COVID-19 as a pandemic; and,

**WHEREAS** on March 13, 2020, Minnesota Governor Tim Walz signed Emergency Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from the COVID-19 pandemic; and,

**WHEREAS** on March 16, 2020, Minneapolis Mayor Jacob Frey declared a local public health emergency related to the COVID-19 pandemic; and,

**WHEREAS** as a result of the COVID-19 Pandemic, the Employer has experienced an unanticipated decrease in revenue after the city council and mayor had adopted a balanced budget and projects a 2020 revenue shortfall of \$165 million; and,

**WHEREAS** Minneapolis Ordinance 20.62 allows the City Council to authorize Mandatory furloughs which is the involuntary temporary reduction of workdays and the placement of an employee on involuntary leave without pay due to an unanticipated decrease in revenue after

the city council and mayor have adopted a balanced budget for the fiscal year; and,

**WHEREAS**, in order to address the Employer's 2020 revenue shortfall, the Parties have reached agreement on the Employer's use of furloughs for employees covered by collective bargaining agreement; and,

**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 Union 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 Union, and
  - d. the positions projected to be furloughed.

For each department that will impose furloughs, the department head shall meet and confer with the Union and the affected department employees 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. Employees will be furloughed up to four days in 2020, and not more than one furlough day per pay period.
3. All permits or other temporary employees paid through the affected revenue source must be terminated prior to the implementation of furloughs when practicable, absent special, unique skills, including but not limited to certifications or language skills.
4. Furlough days will be designated around holidays and weekends when practicable. If the employer mandates a furlough day either before or after a holiday, the employer will suspend the requirements regarding Holiday Pay in Section 12.02 Subd. 1.
5. The number of days/hours needed through furlough, per employee, will be reduced by the number of budgetary leave days/hours taken by that employee.
6. The department head will notify the employee(s) and the Union of an impending furlough not less than 28 days prior to its implementation.
7. Consultants, permits, or other temporary employees will not be assigned the work of

