CITY OF MINNEAPOLIS

AND

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT Information Technology Department Trainee Conditions

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Professional Employees Association (hereinafter "Association") (collectively the "Parties") have entered into a collective bargaining agreement for the period January 1, 2014 through December 31, 2016 (hereinafter the "Labor Agreement"); and

WHEREAS, the Association represents the titles which reside in the Information Technology (IT) Department of the City of Minneapolis; and

WHEREAS, the Employer has from time to time experienced difficulty in filling titles in the IT area; and

WHEREAS, the Employer is willing to invest in training existing employees to fill vacant positions in titles represented by the Association; and

WHEREAS, the Employer must position itself to realize a return on the sizeable investment it is willing to make;

NOW THEREFORE, the Parties agree as follows:

- 1. The Employer will notify the Association when there is a need to make sizeable training investments in existing employees to obtain necessary qualifications for a specific title.
- 2. The Employer will post the title, the requisite qualifications, salary schedule, a copy of this Letter of Agreement, and the training details (including the approximate training and training related costs) within the IT Department and any IT employee may apply.
- 3. The Employer will select, from among qualified applicants, the applicants it determines are the most eligible candidates to be trained.
- 4. The Association and the employee will agree that the employee will remain with the Employer for at least two (2) years after successfully completing the training.
- 5. The Employer will pay all training and training related costs.

- 6. The training and training related costs will be considered a "loan" to the employee.
- 7. The "loan" will be forgiven at a rate of twenty-five percent (25%) for each six (6) months the employee remains with the Employer's IT Department following successful completion of the training.
- 8. Should the trainee fail to successfully complete the promotional probationary period pursuant to Section 8.07(B) of the Labor Agreement, the employee will be returned to his/her pre-training position.
- 9. Failure to successfully complete the promotional probation will result in a forgiveness of the "loan" amount.
- 10. Failure to remain with the Employer for the two (2) years will result in the employee repaying the Employer for any unforgiven loan amount.
- 11. The Employer may collect payment either directly from the employee or indirectly from the employee using any available payments owed to the employee.
- 12. Upon successful completion of the training, the employee will be promoted, without further examination, to the title.
- 13. The employee's placement on the salary schedule of the new title will be at the discretion of the Employer. The Employer may place the employee as high as Step 3 on the relevant salary schedule as long as all who successfully complete the training are treated equally; however, in no event will the placement result in a salary less than the employee's pre-training salary. The employee will have no further negotiation rights, as contained in the Labor Agreement, Article 10.
- 14. If the employee does not successfully complete training, the employee will be returned to a position similar to his/her previously held position, or if no other position is available, to his/her previous position.

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

FOR THE EMPLOYER:

Vimothy O. Giles Dat

Director, Employee Services

FOR THE ASSOCIATION:

Anthony Stone

Date

President

Duane Johnson

Date

Labor Counsel