

**CITY OF MINNEAPOLIS
AND
MINNEAPOLIS PROFESSIONAL
EMPLOYEES ASSOCIATION**

**LETTER OF AGREEMENT
BIS CLASSIFICATION TITLE CHANGES AND REDUCTIONS IN FORCE**

This LOA, signed on December 7, 2010, replaces the November 2, 2009 LOA. **(Title Changes only: From GIS Analyst I, II, III, IV, and Coordinator to GIS Technician, Specialist I & II, Analyst and Senior GIS Analyst, respectively, effective January 1, 2011.)**

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, 2008 through December 31, 2010 (hereinafter the “Labor Agreement”); and

WHEREAS, the Labor Agreement stipulates to certain terms and conditions of employment related to displacement and bumping rights in the event of a reduction in force, and wages; and

WHEREAS, the Parties have mutually agreed to a procedure they wish to use in the instance of a reduction in force and the mitigation of the impact on employees in the new job classification titles; and

NOW, THEREFORE, the Parties agree to the following:

1. The job classification titles affected by the revised procedures are:

Proposed Job Series/Titles:: Current Job Series/Titles	Systems Integrator II (Class.Gr. 7)	Systems Integrator III (Class.Gr. 8)	Systems Integrator IV (Class.Gr. 9)	Systems Integrator V (Class.Gr. 10)	Systems Integrator VI (Class.Gr. 11)	Systems Integrator VII (Class. Gr. 12)
Applications Support		Applications Programmer	Applications Programmer/ Analyst	Applications Analyst	Senior Applications Analyst	
Business Analyst	Business Analyst I	Business Analyst II	Business Analyst III			
Data Base (DB) Admin.					Data Base Engineer	
GIS Analyst	GIS Technician	GIS Specialist I	GIS Specialist II	GIS Analyst	Senior GIS Analyst	
Quality Assurance		QA Specialist	Senior QA Specialist	QA Analyst	Senior QA Analyst (2)	
Software Engineer				Software Engineer I	Software Engineer II	Software Engineer III
Systems Engineer					Systems Engineer II	
Telecom Analyst	Telecom Analyst I	Telecom Analyst II	Network Infrastructure Analyst & Telecom Analyst III		Senior Telecom Analyst	

- ~~2. From time to time there may be additional job classification titles added to the scheme above. In the event of additional job classification titles, the Reduction in Force Procedures identified below shall also apply to the additional titles.~~
3. The related job series referred to in the Collective Bargaining Agreement, Article 8, Section 8.01, Subd. 3 are: Applications Support, Business Analyst, Data Base Administration, GIS Analyst, Quality Assurance, Software Engineer, Systems Engineer, and Telecom Analyst.
4. In the event of a reduction in force, Article 8, Section 8.01, Subd. 2 shall be followed for the purpose of identifying the employee within the job classification to be laid off (displacement).
5. Displaced employees shall be allowed to “bump” down in grade within the job series.
6. A displaced employee shall be allowed to “bump” across job series into a vacant position or to bump an incumbent employee with less City seniority if the displaced employee is found to be equally or more qualified through a job skills assessment.
7. The Employer and Association shall attempt to jointly determine the displaced employee’s skill level to “bump” a less senior employee at a lower grade level without regard to job classification title.
8. If the Employer and Association agree the employee possesses the requisite skills to perform the duties of a lower level job classification title or can attain proficiency in the requisite skills within six (6) months and the position has an incumbent with less City seniority, the incumbent shall be “bumped” from his/her position.
9. The above process shall reiterate for the “bumped” employee.
10. In the event the Employer and Association are unable to agree as to the affected employee’s skill level and/or the training time needed for the employee to reach proficiency in the requisite skills, the employee shall be referred to a third party neutral for an assessment of the employee’s skills. The Employer and Association shall equally share in the cost for the skills assessment.
11. If the third party determines the employee has the requisite skills for a job classification or can attain proficiency in the requisite skills for the job classification within six (6) months, and the identified position has an incumbent with less City seniority, the incumbent shall be “bumped”.
12. The above process shall reiterate for the “bumped” employee until the least senior employee(s) are identified for reduction in force.
13. The Parties shall identify the third party neutral(s) to be used in the process as soon as reasonably possible, and, in any event, shall use best efforts to identify the third party neutral(s) not later than November 1, 2005.
14. In the future, either the Employer or the Association may request the selection of a new third party neutral. In the event of such a request, the Parties shall endeavor to select a new third party neutral.
15. Probationary Periods: Employees “bumping” across job series into a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed the affected employee shall be returned to the Job Bank assignment for he remaining

~~duration of the sixty (60) or thirty (30) calendar day Job Bank period, as applicable, without jeopardizing any "bumping", layoff or transfer rights afforded under Article 8, Section 8.01, Subd.3. An employee on probation has a right to a performance review no later than the mid-point of the probationary period.~~

16. Disputes arising related to the implementation and use of the above processes shall be resolved in accordance with Article 4 of the Labor Agreement; however, disputes related to the decision reached by using the process shall not be grievable.
17. This Letter of Agreement shall be a part of the Labor Agreement. Furthermore, the Parties agree that the substance of this Letter of Agreement shall be included in the next Labor Agreement as negotiated between the Parties, and either party may raise any issues related to this Letter of Agreement during the collective bargaining of the next, and any future, Labor Agreements.

That the terms of this letter of agreement represent the full and complete agreement regarding the BIS classification title changes and related procedures in the event of reductions in force.

FOR THE EMPLOYER:

Timothy O. Giles 12/13/10
Timothy O. Giles Date
Director, Employee Services

FOR THE ASSOCIATION

Peter J. O'Toole 12-8-10
Peter O'Toole Date
President