
CITY OF MINNEAPOLIS

AND

**MINNESOTA PROFESSIONAL
EMPLOYEES ASSOCIATION**

LETTER OF AGREEMENT

Upgrade of Healthy Homes Inspector I's to Healthy
Homes Inspector II
Without Competitive Examination

WHEREAS, the City of Minneapolis ("Employer") and Minneapolis Professional Employees Association ("Union") collective ("Parties") are parties to a Labor Agreement that is currently in force;

NOW, THEREFORE, it is agreed to allow an Healthy Homes Inspector I to become an Healthy Homes Inspector II without a competitive examination under the following conditions:

1. The Healthy Homes Inspector I has achieved the necessary requirements of an Healthy Homes Inspector II, including all education, experience, licenses, and certifications for an Healthy Homes Inspector II in the Division of Environmental Health;
2. The Healthy Homes Inspector I has demonstrated satisfactory performance for at least a year. An Healthy Homes Inspector I who has not been the subject of a Performance Improvement Plan for at least one year shall be deemed to have been performing satisfactorily;
3. An Healthy Homes Inspector I, upon completion of the requirements of items 1 and 2 above, shall be recommended for the advancement from Healthy Homes Inspector I to the position of Healthy Homes Inspector II by their immediate supervisor to the Deputy Commissioner of Health - Sustainability, Environment & Healthy Homes;
4. The Deputy Commissioner of Health shall approve the transaction advancement to Healthy Homes Inspector II of any Healthy Homes Inspector I who meets the qualifications for advancement;
5. A Healthy Homes Inspector I who believes they qualify with the appropriate certifications and/or licenses and who believe they have satisfactorily performed for a year but who are not recommended may appeal to the Deputy Commissioner of Health;
6. Upon appeal the Deputy Commissioner of Health shall meet with the Healthy Homes Inspector I and allow the employee to provide verbal and/or written evidence supporting the appeal;
7. Following the submission of evidence, the Deputy Commissioner of Health shall render a written decision within 14 days to allow or deny the employee's advancement to Healthy Homes Inspector II;

8. An Healthy Homes Inspector I is denied advancement to Healthy Homes Inspector II by the Deputy Commissioner of Health at any step in the above process, items 4 through 7, may appeal to the Administrative Leave Appeals panel pursuant to Section 5.05;
9. Such upgrade shall strictly follow the promotional 5% rule as stated in Section 10.01, Subd 1, provided the upgraded employee may not negotiate a salary higher than the salary determined using the 5% rule;
10. The Department's Human Resources Business Partner shall review all upgrades for accuracy;
11. The Deputy Commissioner of Health and the Department's Human Resources Business Partner shall be responsible for communicating to the City's Human Resources Department all job changes;
12. The City and the Union agree that this represents the full and complete agreement of the parties regarding the upgrade of an Healthy Homes Inspector I to Healthy Homes Inspector II without competitive examination.
13. This Letter of Agreement is non-precedent setting;
14. All other provisions of the labor agreement not discussed in this Letter of Agreement will remain in force.

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

FOR THE EMPLOYER:

Rasheda Deloney 11/7/2023
Rasheda Deloney Date
Director, Labor Relations

FOR THE ASSOCIATION:

Andrew Weyer 11/3/23
Andrew Weyer Date
President, MPEA