

1.1 moves to amend H.F. No. 2567 as follows:

1.2 Page 1, delete section 1

1.3 Page 2, line 18, delete "a written agreement" and insert "any instrument, agreement,"

1.4 Page 2, line 24, after the period, insert "A stay-or-pay-provision does not include an
1.5 employee's agreement to repay the cost of training the employee received from an
1.6 apprenticeship program constituted pursuant to United States Code, title 29, section 186(c)(6),
1.7 back to that apprenticeship program."

1.8 Page 3, delete subdivision 3 and insert:

1.9 "Subd. 3. **Exception.** The prohibition in this section does not apply to an agreement
1.10 related to the repayment of the cost of tuition for a transferable credential that meets all of
1.11 the following requirements:

1.12 (1) the agreement is made separately from any contract for employment;

1.13 (2) the agreement does not require obtaining the transferable credential as a condition
1.14 of employment;

1.15 (3) the agreement specifies the repayment amount before the worker agrees to the
1.16 agreement, and the repayment amount does not exceed the cost to the employer of the
1.17 transferable credential received by the worker;

1.18 (4) the agreement provides for a prorated repayment amount during any required
1.19 employment period that is proportional to the total repayment amount and the length of the
1.20 required employment period and does not require an accelerated payment schedule if the
1.21 worker separates from the employment; and

1.22 (5) the agreement does not require repayment to the employer by the worker if the worker
1.23 is terminated, except if the worker is terminated for misconduct.

2.1 Subd. 4. Choice of law; venue. (a) An employer must not require an employee who
2.2 primarily resides and works in Minnesota, as a condition of employment, to agree to a
2.3 provision in an agreement or contract that would do either of the following:

2.4 (1) require the employee to adjudicate outside of Minnesota a claim arising in Minnesota;
2.5 or

2.6 (2) deprive the employee of the substantive protection of Minnesota law with respect to
2.7 a controversy arising in Minnesota.

2.8 (b) Any provision of a contract or agreement that violates paragraph (a) is voidable at
2.9 any time by the employee and if a provision is rendered void at the request of the employee,
2.10 the matter shall be adjudicated in Minnesota and Minnesota law shall govern the dispute.

2.11 (c) For purposes of this section, adjudication includes litigation and arbitration.

2.12 (d) This subdivision applies only to claims arising under this section."

2.13 Page 3, line 13, after the period, insert "A cause of action under this section must be
2.14 brought within six years from the date of the last violation."

2.15 Page 3, line 19, delete "2025" and insert "2026"

2.16 Renumber the subdivisions in sequence

2.17 Renumber the sections in sequence and correct the internal references

2.18 Amend the title accordingly