

AGREEMENT

BETWEEN

**SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS PUBLIC SCHOOLS**

AND

**MINNESOTA TEAMSTERS PUBLIC LAW
ENFORCEMENT EMPLOYEES LOCAL 320**

REPRESENTING:

**GROUNDS EQUIPMENT OPERATOR
GROUNDS FOREMAN
GROUNDS WORKER
MECHANIC**

**MECHANICAL PARTS TECHNICIAN
FOREMAN, FLEET MAINTENANCE**

Effective

JULY 1, 2017 THROUGH JUNE 30, 2019

**Minneapolis Public Schools
Minneapolis, Minnesota 55411**

An Equal Opportunity Employer

Table of Contents

Article 1	Definition of Agreement	1
Article 2	Recognition.....	1
Article 3	Definitions.....	1
Article 4	Rights and Obligations of Employees	2
Article 5	District's Rights and Obligations	3
Article 6	Communication	5
Article 7	Vacation	5
Article 8	Seniority	6
Article 9	Holidays.....	6
Article 10	Grievance Procedure and Employee Discipline	6
Article 11	Salaries	13
Article 12	Hours - Overtime - Call Back	13
Article 13	Layoff, Re-employment, Reinstatement, & Restoration	15
Article 14	Open Personnel Files.....	16
Article 15	Insurance Benefits	17
Article 16	Leaves	21
Article 17	Sick Leave Reimbursement.....	25
Article 18	Career Transition Trust.....	26
Article 19	Complete Agreement	27
Article 20	Severability Clause	27
Article 21	Non-Discrimination	28
Article 22	Duration of Agreement.....	28
Appendix A	Salary Schedules.....	29
INDEX	31

AGREEMENT

Article 1 Definition of Agreement

- 1.1 **Parties: This Agreement**, entered into between the Board of Education, Special School District No. 1, Minneapolis, Minnesota, hereinafter referred to as the "District", and Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320 (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as "Local No. 320," pursuant to and in compliance with the Public Employment Labor Relations Act (PELRA) to set forth the terms and conditions of employment.
- 1.2 **Purpose:** The purpose of this Agreement is to promote orderly and constructive relationships between the District, the employees of this unit and Local No. 320.

Article 2 Recognition

- 2.1 The District recognizes Local No. 320 as the certified exclusive representative for the unit, consisting of all employees in the classification of:
- Grounds Foreman
 - Grounds Equipment Operator
 - Grounds Worker
 - Mechanic
 - Mechanical Parts Technician
 - Foreman, Fleet Maintenance
- 2.2 The District agrees that Local No. 320 is the exclusive representative for all personnel defined in Section 2.1 of this article, and that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.
- 2.3 Disputes which may occur over the inclusion or exclusion of new or revised job classifications in the unit described in Article 2.1 shall be referred to the Bureau of Mediation Services for determination.

Article 3 Definitions

For the purpose of this agreement, the words defined have the meaning given them.

- 3.1 **Employee:** Any person who holds a position in the unit for which the union is the certified exclusive representative and who works more than fourteen (14) hours per week and one hundred (100) work days per year.
- 3.2 **Employer:** The District of Special School District No. 1, Minneapolis, Minnesota.

- 3.3 **Terms and Conditions of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the employees, and to the extent the rules and regulations of the Civil Service Commission affect the terms and conditions of employment and personnel policies, in accordance with state statutes. The term is subject to the provisions of section 179.66 of the PELRA regarding the rights of public employers and the scope of negotiations.
- 3.3.1 **Minneapolis Civil Service Commission:** The parties to this Agreement recognize the City of Minneapolis and the District have severed ties. All relevant Civil Service Rules as most recently in effect prior to severing such ties shall remain in full force and effect. The District and the union agree to establish a committee to review the Civil Service Rules. The Civil Service Rules will be replaced in the 2017–2019 collective bargaining agreement with the agreed upon language.
- 3.4 **Other Terms:** Terms not defined in this agreement shall have those meanings as defined by the PELRA.

Article 4 Rights and Obligations of Employees

- 4.1 **Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative of an employee to the expression or communication of a view, complaint or opinion on any matter so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.
- 4.2 **Right to Join and Participate:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees choosing to participate in internal Local No. 320 affairs as officers, stewards, and committee persons shall be free to do so without fear of penalty or reprisal.
- 4.3 **Performance of Duties:** Stewards shall have the right to perform and discharge the duties and responsibilities which may be properly assigned to them under the terms of this Agreement. The District agrees that there shall be no restraint, interference, coercion or discrimination against a steward because of the performance of such duties.
- 4.4 **Request for Dues Checkoff:** Employees shall have the right to request and be allowed dues checkoff for Local No. 320. The District agrees to deduct during each payroll period an amount sufficient to provide the payment of dues established by Local No. 320 from the wages of all employees authorizing in writing such deductions on forms provided by Local No. 320.
- 4.5 **Remittance of Dues Deduction:** The District agrees to remit the total dues deduction for each pay period together with an itemized statement to Local No. 320 no later than ten (10) days following the end of a payroll period.
- 4.6 **Fair Share Fee:** The District, upon notification by Local No. 320, shall check off the requested fair share fee from the earnings of employees in this unit and transmit the same to Local No. 320. In no instance shall the required contribution exceed a pro rata share of the expenses incurred for services rendered by Local No. 320 in relationship to the negotiations and administration of the grievance procedure.

- 4.7 **Political Action Committee:** Upon receipt of a properly executed voluntary authorization card from an employee, the District will deduct from the employee's salary such amounts as the employee authorizes to pay to International Brotherhood of Teamsters Political Action Committee (PAC) Democratic – Republican – Independent Voter Education (D.R.I.V.E.).
- 4.8 **Hold Harmless and Indemnity:** Local No. 320 will indemnify, defend, and hold the District harmless against any claims made and against any suits instituted against the District, the District, its officers or employees.

Article 5 District's Rights and Obligations

- 5.1 **Management Responsibilities:** It is the obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District, subject to the provisions of all state and federal law including the PELRA.
- 5.2 **Inherent Managerial Policy:**
- 5.2.1 The District's inherent managerial policies include, but are not limited to, such areas of discretion as the functions and programs of the school system, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- 5.2.2 The District has the right and is entitled, without negotiation or reference to any agreement resulting from negotiation, to operate and manage its affairs solely at its discretion and in any lawful manner not otherwise limited by this Agreement or PELRA.
- 5.2.3 The District, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the District in all of its various aspects, including, but not limited to, the right to direct the working forces, plan, direct and control all the operations and services, determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, make and enforce reasonable rules and regulations, and change or eliminate existing conditions, equipment or facilities.
- 5.3 **Managerial Rights Not Covered By This Agreement:** The foregoing enumeration of the District rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District. These managerial rights may be changed by courts of competent jurisdiction in interpreting the PELRA.
- 5.4 **Management Obligations:**
- 5.4.1 **Conducting Union Business:** The District will afford reasonable time off without pay to elected officers or appointed representatives of Local No. 320 for the purposes of conducting the duties of Local No. 320. The District will allow, during working hours on the employer's premises and without loss of pay, the elected officers to attend negotiating meetings; transmit communications authorized by the Union or

its officers to the employer; and consult with the employer or his/her representative concerning the enforcement of any provisions of this Agreement.

- 5.4.2 **Organizational Leave:** The District will provide for leaves of absence without pay to elected officers or appointed representatives of Local No. 320.
- 5.4.3 **Meetings during Lunch & Break Periods:** The District shall allow business agents of Local No. 320 to meet with Local No. 320 members during lunch and break periods.
- 5.4.4 **Use of Facilities:** The District will allow the use of conference rooms or facilities, upon permits secured from the proper authority in accordance with rules and regulations of the District, before work, during lunch breaks and after the work day.
- 5.4.5 **Bulletin Boards:** The District will furnish designated bulletin boards for the posting of Local No. 320 notices.
- 5.4.6 **New Employees, Promotions:** The District shall furnish Local No. 320 with the names and classifications of all newly hired and promoted unit employees within five (5) working days after Board action.
- 5.4.7 **Eyewear, Uniforms, and Safety Shoes:**
- a. **Mandatory:** When required, the wearing of safety shoes, uniforms and coveralls, and safety eyewear shall be mandatory.
 - b. **Eyewear:**
 - Each employee designated by management because of job function or required by state regulations shall obtain and wear protective eyewear while on duty.
 - Eyewear supplied by vendor(s) under contract to the District and complying with appropriate safety regulations shall be provided to said employees.
 - Designated employees regularly fitted with prescription eyewear shall provide a current (not more than 90 days old at the time of application) prescription to the vendor. A second set of prescription lenses shall be provided during the term of this Agreement in the event there is a documented change in the sight of the employee.
 - Additions to the basic eyewear provided by the District shall be at the employee's expense. However, in no instance shall they detract from established safety regulations.
 - c. **Uniforms:**
 - Effective July 1, 2017, the District shall contribute a \$200 lump sum payment per contract year no later than the last pay period for a uniform allowance for Grounds Equipment Operators, Grounds Foremen, and Grounds Workers.
 - Effective July 1, 2013, the District shall provide and maintain the uniform for Mechanics, Foreman Fleet Maintenance and Mechanical Parts Technicians.
 - d. **Safety Shoes:**
 - The District will also reimburse Grounds Equipment Operators, Grounds Foremen, and Grounds Workers who are required to wear safety shoes a

\$200 lump sum payment, one time each year of the contract, upon presentation of proof of purchase.

- Effective July 1, 2002 the District will contribute a \$300.00 allowance per year for the purchase of safety shoes to Mechanics, Mechanical Parts Technicians, and Foreman, Fleet Maintenance, who are required to wear safety shoes annually no later than the last pay period

5.4.8 **Electronic Communication Devices:** The District shall provide electronic communication devices to all Grounds employees who are on call for snow removal.

5.4.9 **Vehicle Operation:** All vehicles assigned to the Grounds and Trucking Division, including, but not limited to, dump trucks and pickup trucks with or without snowplows, will be operated by Grounds and Trucking employees only.

Article 6 Communication

- 6.1 **Quarterly Meetings:** Representatives of the District and Local No. 320 agree to meet quarterly for the purpose of reviewing and discussing matters of common. The time and place of such meetings shall be set by mutual agreement of the two parties at the request of either party.
- 6.2 **Other Meetings:** Other meetings may be held between the District and Local No. 320 at the request of either party, as the need arises, at times mutually agreed upon.
- 6.3 **Written Record:** Any issues discussed at such meetings, as designated in 6.1 or 6.2, and upon which mutual agreement is reached will be committed to writing and posted when appropriate.
- 6.4 **Publication and Distribution of Agreement:** Any agreements reached related to terms and conditions of employment, as a result of the processes provided for in the PELRA, shall be incorporated in an appropriately designed document, a copy of which shall be available on the District's Employee Relations website.

Article 7 Vacation

- 7.1 **Basis for Vacation Selection:** Vacation periods shall be selected on the basis of seniority within each department. The current procedures concerning vacation scheduling shall be continued.
- 7.2 **Vacation Allowance:** Vacation entitlement for those employees who qualify will be the number of days leave from work with pay as normally accrue in consecutive periods as described below:
- 7.2.1 **First Seven Years:** Vacation with full pay not exceeding twelve (12) working days each year for the first seven years of employment.
- 7.2.2 **Eighth Year:** Vacation with full pay at a rate not exceeding sixteen (16) working days each year beginning with the eighth year of employment.

- 7.2.3 **Sixteenth Year:** Vacation with full pay not exceeding twenty-one (21) days each year beginning with the sixteenth year of employment.
- 7.2.4 **Twenty-First Year:** Vacation with full pay at a rate not exceeding twenty-six (26) working days each year beginning with the twenty-first year of employment.
- 7.3 **Vacation Calculation:** All vacation will be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year.
- 7.4 **Vacation Carryover:** Employees shall make a reasonable effort to use vacation during the year in which it is earned. In the event vacation cannot be used during the calendar year those days shall be carried over not to exceed twenty-six (26) days. Effective July 1, 2012, the carried over vacation must be used during the carry over year or it will be lost.

Article 8 Seniority

- 8.1 **Seniority Posting:** The District shall post a seniority list annually.

Article 9 Holidays

- 9.1 There shall be eleven (11) paid holidays as follows: 1) New Year's Day; 2) a day designated by the employer for the observance of Martin Luther King's birthday; 3) Presidents' Day; 4) Memorial Day; 5) Independence Day; 6) Labor Day; 7) Thanksgiving Day; 8) Friday following Thanksgiving; 9) Christmas Eve Day; 10) Christmas Day; 11) New Year's Eve Day.

Article 10 Grievance Procedure and Employee Discipline

- 10.1 **General Statement:**
- 10.1.1 **Intent:** The District and the Union desire that each employee have a means by which grievances may be given timely, fair and continued consideration until resolved.
- 10.1.2 **Definition – Grievance:** A grievance shall be defined as any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement and all disciplinary actions for just cause. Suspensions may not be consecutive.
- 10.1.3 **Definition – Terms:** Unless otherwise modified herein, all terms shall be defined as provided in the procedure promulgated by the Bureau of Mediation Services.
- 10.1.4 **Civil Service Commission:** Under the PELRA, employees in a recognized bargaining unit may choose to grieve the disciplinary action through their contract provisions. In such cases, the Civil Service Commission will not conduct a hearing nor enter into the process. Similarly, an employee who chooses to appeal a disciplinary

action to the Commission waives his/her right to file a grievance through a contract.

- 10.1.5 **Discrimination Charges:** Nothing in this contract shall prevent an employee from pursuing both a grievance under this contract and a Charge of Discrimination, including, but not limited to, those Charges of Discrimination brought under Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

10.2 **Time Limitation And Waiver:**

- 10.2.1 **Mandatory Time Limitations:** The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall result in the grievance being waived and it shall not be submitted to arbitration.

- 10.2.2 **Valid Grievance:** Grievances shall not be valid for consideration unless the grievance is submitted in writing as outlined in this grievance procedure, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the event giving rise to the grievance.

- a. Written notice by the employer or its designee to an employee giving notice of prospective action shall constitute an event giving rise to a grievance.

10.2.3 **Waiver of Grievance:**

- a. Failure to file any grievance within such period shall be deemed a waiver thereof.
- b. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

- 10.2.4 **District Failure to Respond:** If the District fails to reply in writing within the stated time periods, the Union may move the grievance to the next step outlined in the procedure below.

- 10.2.5 **Waiver of Timelines:** Timelines listed in the grievance procedure may be waived by mutual written agreement of the parties.

- 10.3 **Adjustment Of Grievance:** The employer and the grievant shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

10.3.1 **Step 1:**

- a. **Informal Discussion:** The employee will informally discuss the grievance with his/her immediate supervisor.
- b. **Written Grievance:** If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing by the Union representative and submitted to the supervisor with a copy to the Employee Relations Department Contract Administrator. The written grievance shall set forth the nature of the grievance, the specific facts giving rise to the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy sought. The written grievance must be submitted within twenty (20) working days after the event giving rise to the grievance.

- c. **Supervisor Response:** Within five (5) work days after submission of the written grievance, the supervisor shall answer the grievance in writing with a copy of the answer to the Employee Relations Department, Contract Administrator and union representative.

10.3.2 Step 2:

- a. **Submission to Step 2:** If the grievance has not been resolved within ten (10) work days after the supervisor's response is due, it may be presented in writing along with the reasons why the Step 1 response was not acceptable by the Union to the Employee Relations Contract Administrator.
- b. **Grievance Meeting:** The Employee Relations Contract Administrator shall arrange a meeting with the designated Union representative within five (5) work days of receipt of the Union's written appeal.
- c. **District Response:** The Employee Relations Contract Administrator shall respond to the Union representative in writing within ten (10) work days following the appeal meeting.
- d. **Referral to Bureau of Mediation Services:** If the grievance is not resolved in Step 2 either party may refer the matter in writing to the Bureau of Mediation Services with written notice to the other party for non-binding mediation within ten (10) work days after the Employee Relations Contract Administrator's response is due.

10.3.3 Step 3:

- a. **Referral to Arbitration:** If the grievance is not resolved within ten (10) work days after the Employee Relations Contract Administrator's response is due or if no settlement is reached as a result of the mediation conference, either party may refer the matter to arbitration. Any request for arbitration will be in writing and must be received by the other party within ten (10) work days following the mediation conference.
- b. **Selection of Arbitrator:** The District and the grievant or the grievant's representative may select a mutually acceptable arbitrator. If not able to do so, the Union may request a list of at least five (5) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The District and the grievant or the grievant's representative shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance.
- c. **Arbitrability:** Prior to hearing the merits of the grievance, the arbitrator shall determine the arbitrability of the grievance.
- d. **Limitations on Arbitral Authority:** The arbitrator shall not have the power to modify, ignore, add to or subtract from any provision of this Agreement but shall make a final and binding decision. The arbitrator shall consider and decide only the issue(s) submitted by the parties, and shall have no authority to render a decision not so submitted. The arbitrator's decision shall be rendered in writing within thirty (30) days after the close of the hearing or after submission of written briefs, whichever is later.

e. **Fees and Expenses:**

- * Fees and expenses of the arbitrator shall be divided equally between the District and the Union.
- * **Hearing Transcript:** If either party desires a transcript of the proceedings, it may cause such a record to be made, provided it pays all cost associated therewith. If both parties desire a transcript of the proceedings, the costs shall be shared equally.

10.4 **Employee Discipline:**

10.4.1 **Just Cause:** The District shall discipline only for just cause. Discipline may be appealed through the discipline process.

10.4.2 **Written Notices Required:** Suspensions, notices of demotion, and discharges shall be in written form. Copies of said actions, along with copies of written reprimands, shall be provided to the affected employee.

10.4.3 **Right to Union Representation:** Employees have the right to have a Union representative present during investigations that may lead to discipline.

10.4.4 **Cause for Disciplinary Action:** The two (2) primary causes for disciplinary action and removal are substandard performance and misconduct.

a. **Substandard Performance**

1. Employees who are unable or unwilling to perform their job tasks at minimum acceptable standards are subject to disciplinary procedures.
2. Employees who are unable to perform their job tasks because of medical reasons can be laid off (if disability is temporary) or removed (if disability is permanent), subject to applicable federal and state laws pertaining to workers with disabilities.
3. Employees who fail to meet minimum performance and behavioral standards because of chemical dependency and who have either refused to undergo or failed to complete a prescribed program of treatment, or have previously received one (1) period of prescribed treatment within the last five (5) years while a City employee may be subject to discipline including discharge. In the event of gross misconduct, disciplinary action including discharge is allowed irrespective of the number of previous treatments.
4. Failure to meet or continue to meet an established requirement of the position, e.g. residency, license or registration.

b. **Misconduct:** The following activities are examples of misconduct, which may be cause for disciplinary action.

1. Tardiness and absenteeism
2. Sick leave abuse
3. Absence without leave
4. Insubordination (disobedience, abusive language or behavior)
5. Willful or Negligent damage of City property

6. Interference with the work of other employees
7. Sexual harassment
8. Misappropriation of City property, funds or money
9. Violation of safety rules, laws, and regulations
10. Discourtesy to public or fellow employees
11. Physical abuse, brutality or mental harassment
12. Accepting gifts from the public in connection with performance of duties as a City employee
13. Criminal or dishonest conduct unbecoming a public employee, whether such conduct was committed while on duty or off duty
14. Reporting to work under the influence or in possession of alcohol or illegal drugs, or using such substance on the job
15. Soliciting or receiving funds for political purposes or personal gain during work
16. Using authority or influence to compel an employee to become politically active
17. Use or threat of political influence on employment status
18. Violation of department rules, policies, procedures or City ordinance
19. Knowingly making a false material statement to the City's representative during an investigation into employment related misconduct
20. Other justifiable causes as specified

10.4.5 **Types of Disciplinary Action:** It is the intent of the Commission to establish disciplinary procedures which are commensurate with the reasons or causes for disciplinary action. The principle of progressive discipline should be applied when repeated action is necessary. The following types of disciplinary action are listed in order of their increasing severity.

- a. **Warning:** A disciplinary warning includes an interview between the employee and supervisor covering the details of the problem, plans for correcting the problem and a warning memo to document the event.
- b. **Written Reprimand:** The written reprimand is a letter documenting the rules violation, a plan for future avoidance, a warning about future disciplinary action, and an acknowledgment signature by the offending employee. It is used in repeated violations or if the initial violation is severe enough.
- c. **Suspension:** Employees may be suspended without pay for disciplinary reasons for periods not to exceed ninety (90) calendar days. Suspension of thirty-one (31) to ninety (90) calendar days may be appealed by the employee to the Commission. In general, suspensions are more appropriate in situations involving misconduct rather than substandard performance.
- d. **Demotion:** Disciplinary demotions include reductions in grade and/or salary; they may be temporary or permanent; or a voluntary demotion may be granted. In general, demotions are more appropriate in situations involving substandard performance rather than misconduct.

1. Temporary demotions, those up to one hundred eighty (180) days, are appropriate for misconduct.
 2. Permanent demotions, those over one hundred eighty (180) days, are appropriate for substandard performance.
 3. A voluntary demotion may be granted to avoid other disciplinary action if agreed to by the employee and by management.
 4. Employees who are demoted may return to their prior status class or to a lower job class in the same occupational field. If no vacancy exists, they will be placed on the corresponding lay-off list.
- e. **Discharge:** Discharge of an employee is appropriate for persistent substandard performance, gross or repeated misconduct, or severe initial misconduct.
- 10.4.6 **Notification:** The Employee Relations Department, the employee, and the employee's representative must be given timely notification of the disciplinary actions listed below. The notification must state the specific reasons for the disciplinary action. To ensure that the notification is necessary and appropriate, it is recommended that a "cooling off" period of at least twenty-four (24) hours elapse before a disciplinary action is taken. In cases of gross misconduct or behavior, which threatens the safety, or wellbeing of other workers or the public, immediate action may be necessary.
- a. Suspension.
 - b. Demotions (including salary decreases).
 - c. Discharges.
- 10.4.7 **Appeal Rights of Employees:** It is the intent of the Civil Service Commission that the disciplinary rules and procedures described herein and in the Supervisor's Handbook be carefully followed. Disciplined employees may appeal to the Commission a suspension of over thirty (30) days, a permanent demotion (including salary decreases), or a discharge if they believe those rules and procedures have been improperly applied by management.
- a. **Employee Request for Hearing:** Disciplined employees who are eligible to be heard may file a request for hearing by the Commission to appeal the disciplinary action. The request for hearing must be received in writing in the Civil Service Commission's Human Resources Department within ten (10) calendar days from the date of the disciplinary action, and must describe the alleged breach of disciplinary rules and procedures by management.
 - b. **Probation:** Employees who have not completed their probationary period have no appeal rights.
 - c. **Veterans:** The right of veterans of military service to disciplinary hearing is subject to Minnesota Statute 197.46, which provides for disciplinary hearing during probation.
 - d. **The Disciplinary Hearing:** When, in its judgment, an employee's appeal for a disciplinary hearing is appropriate under the Rules, the Commission will arrange for such hearing and subsequent findings and decisions will be published.

1. **Hearing Notice:** The Commission will provide the disciplined employee, the employee's representative, and management with at least ten 10 day notice of the time and place of the disciplinary hearing.
2. **Veterans Hearing:** When notice to remove a veteran has been received by the Civil Service Commission from the Department Head or his/her designee, the Secretary to the Commission will establish a tentative hearing date. The hearing will be scheduled no more than twenty (20) calendar days following the end of the veteran's sixty (60) day appeal period or the receipt of the appeal notice, whichever occurs first.
3. **Hearing Authority:** The Commission may conduct the disciplinary hearing or it may appoint a hearing examiner or a trial board to conduct the hearing and report their findings and recommendations to the Commission. The Commission and its appointees have the power of subpoena to require attendance of witnesses and submittal of pertinent documents, to administer oaths, and to continue the hearing from time to time. No more than five (5) subpoenas may be issued without approval of a Commissioner. Management and the appellant employee may be represented by counsel.
4. **Hearing Procedure:** The procedures in a disciplinary hearing will be as informal as practicable, follow Minnesota Rules, part 1400.7300 Rules of Evidence, will have a verbatim record kept, and be conducted in the following sequence:
 - Management or the representative of management presents evidence in support of their disciplinary action.
 - The employee or the employee's representative presents evidence in defense of the employee.
 - Both parties may offer rebuttal.
 - Prior to making its final decision, the Commission (or appointees) may hear further argument and initiate further investigation. The Commission may accept a resignation from the employee in lieu of further proceedings.
 - In no case will additional evidence be considered or arguments heard without all parties being present and having an opportunity to respond.
5. **Post-Hearing Procedures:**
 - The Hearing Officer shall file the Findings of Fact, Conclusions and Recommendations with the Commission within forty-five (45) days from the close of the hearing record.
 - The Commission will serve the Findings of Fact, Conclusions and Recommendations of the Hearing Officer upon management and the employee.
 - The employee and management shall each have ten (10) days after receipt of the Findings of Fact, Conclusions and Recommendation to file on each other and on the Commission's written exceptions to the Findings of Fact, Conclusions and Recommendations.

- The Commission will provide notice to the employee and management of the date of oral arguments before the Commission.
- The final written decision of the Commission will be published by notice to the employee and management within thirty (30) days after the oral arguments.

Article 11 Salaries

11.1 **Salary Schedules:** Appendix A, attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees. The wage schedule represents years in classification.

11.2 Salary Schedule Increases:

11.2.1 The following increases will be made to the salary schedule in Appendix A:

July 1, 2017: One percent (1.0%) increase for all longevity step rates

January 1, 2018: One-half percent (0.5%) across-the-board salary increase above the 2016-2017 rates

July 1, 2018: 1.0% increase for all longevity step rates

July 1, 2018: One-half percent (0.5%) across-the-board salary increase above the 2017-2018 rates

11.3 Step Increases:

11.3.1 **Step Progression:** The District agrees to step progression effective July 1, 2017 and July 1, 2018, for eligible employees who have worked one hundred and ten (110) days or more in a given year.

11.3.2 **Satisfactory Performance Required:** Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified in writing that the increase is being withheld or delayed and of the specific reasons therefore. All such denials or delays shall be grievable under the provisions of Article 10 of the Agreement.

11.4 **Wage Rate Pending Negotiation of Successor Agreement:** In the event a successor Agreement is not entered into before June 30, 2019, an employee shall continue to be compensated at the rate in effect on June 30, 2019 until a successor Agreement is fully ratified. The employee shall not advance a step on the salary schedule after June 30, 2019 while the parties are negotiating a successor Agreement. Step advancement after June 30, 2019 is dependent upon the outcome of the negotiations for the successor Agreement.

Article 12 Hours - Overtime - Call Back

12.1 **HOURS:** This section is intended to define the normal hours of work and to provide the basis for the calculation of overtime pay.

- 12.1.1 **Normal Work Day and Week:** The normal work day shall be eight (8) hours of work and the normal work week, regardless of shift arrangements, shall be an average of forty (40) hours of work. Days off shall be consecutive.
- 12.1.2 **Notice of Changes:** Should it be necessary in the judgment of the department to establish daily or weekly work schedules departing from the normal work day or the normal work week, notice of such change shall be given to Local No. 320 as far in advance as is reasonably practicable.
- 12.1.3 **Mechanic Start Time:** One (1) mechanic will start the workday thirty (30) minutes prior to the start time of the earliest scheduled driver.
- 12.2 **Overtime:**
- 12.2.1 **Overtime Rates:**
- Rate for Excess Hours:** Overtime shall be time and one-half (1½) for each hour worked in excess of eight (8) hours per day or for all time worked in excess of forty (40) hours per week.
 - Saturday:** Overtime shall be time and one-half (1½) for each hour worked when an employee is called in to work on Saturday.
 - Sunday and Holidays:** Overtime for shall be double time for each hour worked when an employee is called in to work on Sunday or a holiday. The Sunday or holiday rate of pay will apply when employees are required to work when the District is closed due to inclement weather or emergency conditions.
- 12.2.2 **Assignment of Overtime:** Overtime will be voluntary by seniority for employees performing a job wherein the overtime is an extension of his/her regular duties on that day. Other overtime, when available, will be offered to qualified employees on the basis of seniority within the department. In the event there are not enough volunteers, overtime will be assigned on the basis of inverse seniority.
- 12.2.3 **Holiday or Weekend Assignment Of Overtime:** Weekend overtime work will be assigned as follows:
- Saturday Work:**
 - To volunteers on the basis of seniority.
 - If there are not volunteers available the overtime will be assigned on the basis of inverse seniority.
 - Holiday and Sunday Work:**
 - First: To those who volunteered on the basis of seniority who worked the previous day.
 - Next: To those who volunteered on the basis of seniority who did not work the previous day.
 - Last: If there are not enough volunteers the overtime will be assigned on the basis of inverse seniority.
- 12.3 **Call Back Pay:** Call back pay shall be earned when a full-time employee has left the work site and is then asked to return for additional work. Call back pay shall be at the rate of time and one-half (1½) for each hour worked and the employee shall be guaranteed two (2) hours pay at said rate.
- 12.4 **Schedule Change:** Unless an employee is informed twelve (12) hours before his/her regular paid schedule, the employee who was required to report prior to the employee's

regular schedule, or required to stay beyond the employee's regular schedule, shall receive the overtime rate for such time.

- 12.5 **Bidding Mechanic Positions:** Bidding for mechanic positions (shift arrangements) shall occur annually prior to the start of the school year or in the event of a vacancy in a permanent mechanic position. Bids shall be posted for a period of three (3) working days, and all bidding shall be completed within that period.
- 12.6 **Employee Breaks:** The normal workday is eight and one-half (8 ½) hours and includes an unpaid duty free thirty (30) minute lunch. Employees working a normal full-time workday shall have a paid fifteen (15) minute break each morning and a paid fifteen (15) minute afternoon break at a time compatible with the state or progress of the job as determined by the employee's supervisor.
- 12.7 **On Call For Snow Removal:** The District shall provide on-call pay of thirty-two (32) hours per employee for up to ten (10) employees during the snow season starting on or about late October based on weather, as determined by management. Payments shall be made per pay period at two (2) hours per week for a period of sixteen (16) weeks or as required. Vacation requests and periods of unavailability must be approved in advance by the Grounds Supervisor.
- 12.8 **Compensatory Time:** Compensatory time off may be granted upon approval of the employee's supervisor up to eighty (80) hours annually.

Article 13 Layoff, Re-employment, Reinstatement, & Restoration

- 13.1 **Purpose:** The purpose of this provision is to establish layoff policies and employee rights and privileges upon re-employment. Re-employment may include call back from layoff or reinstatement/restoration to a list of eligible candidates. The affected person may be laid off from a position and continue to work in another position or no longer be working in any position.
- 13.2 **Layoffs and Bumping:** Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds, lack of work, or reorganization to reduce the number of employees in the classified service in any department, the department head shall immediately report such pending layoffs to the Human Resources Department. Pursuant to the following guidelines, the Human Resources Department will then determine the status of those persons affected, will submit such information to the department(s) involved, and the department will promptly make proper notification to the employees involved.
- 13.2.1 **General Order of Layoff:** Except when layoff is for medical or other similar reasons, layoffs shall be made in the following order:
- a. Persons who have no Civil Service standing.
 - b. Persons who have been appointed to temporary positions.
 - c. Persons appointed to permanent positions.
- 13.2.2 **Layoff Based on Seniority:** The employee first laid off shall be the employee in a department who was the last one certified to the class in which reductions are to be made.

- 13.2.3 **Layoff for Medical Reasons:** When employees, because of temporary illness or disability, cannot perform the duties of their job, the department may, upon appropriate medical verification, layoff those employees until they are again capable of resuming the duties. The Commission or department may require a satisfactory medical report from the employee's health care provider before re-employment. Generally, if the period of time an employee is expected to be off the job is less than six (6) months, a leave without pay may be a more appropriate action.
- 13.2.4 **Demotion Resulting From Abolishment of Position:** Employees who are laid off due to abolishment of position will be placed on the recall list for their classification.
- 13.2.5 **Exceptions to Layoff Rule:** The following exceptions to the layoff procedures may be observed when applicable:
- a. In cases where current collective bargaining agreements apply, layoffs, bumping, and reinstatements will be implemented in accordance with the provisions of those contracts.
- 13.3 **Re-employment of Laid off Employees:** Any employee in the classified service who has been laid off may be re-employed without examination in a vacant position of the same class within three (3) years of the layoff. An employee recalled from layoff who declines an appointment, no longer meets the current qualifications for the job including any physical or licensing requirements or is unable to perform the essential functions of the job will be removed from the list unless a waiver for satisfactory reason is approved. Failure to receive an appointment within the three (3) years will result in the eligible candidate's name being dropped from the list. However, the eligibility of employees on the layoff list shall be extended for the period of military service upon due notice to the Commission by employee of such military service.
- 13.4 **Rights of Reinstated Employees:** A reinstated employee will, upon appointment, begin to accrue seniority rights, vacation eligibility, sick leave, and other Civil Service rights and benefits the same as any other new employee. Except for a special provision relating to credit for vacation increments (See Rule 15), service prior to resignation will not be credited to a reinstated employee for purposes such as: fulfilling in-service time requirements for competing in promotional examinations, computing seniority in promotional examinations, determining order of layoffs, etc.
- 13.5 **Grounds Equipment Operator Layoff:** In the event there are grounds equipment operators on layoff, no other permanently certified District employees may be assigned to work as Grounds Equipment Operators. If, however, laid-off Grounds Equipment Operators refuse a recall from lay-off, other District employees may then be assigned to work as Grounds Equipment Operators. More than one refusal of recall shall constitute grounds for discharge. Recall from layoff shall be in seniority order. Grounds Equipment Operators will not be assigned to drive in the Transportation Department if there are drivers on layoff.

Article 14 Open Personnel Files

Employees shall have the right to examine their personnel files subject to the following conditions:

- 14.1 An employee upon written request (as outlined in the procedure established for this purpose) to the Human Resources Department, may examine the contents of his/her personnel file.
- 14.2 A member of the professional staff of the Human Resources Department will share with the employee in a personal conference all material in the employee's personnel file.
- 14.3 An employee may be permitted to reproduce at his/her expense any contents of the personnel file.
- 14.4 The District may destroy such files as provided by law.
- 14.5 No material shall be placed in an employee's personnel file unless the employee has first received a copy of the material. An employee shall have the right to submit a response to any material placed in his/her file and such response will be attached to and become a part of the employee's file.

Article 15 Insurance Benefits

15.1 Enrollment for Insurance Benefits:

15.1.1 Basic provisions:

- a. **Life Insurance:** The employee is automatically enrolled in life insurance.
- b. **Health Insurance:** The employee must enroll to be covered by health insurance.
- c. **Waiver of Coverage:** An employee may waive all or some insurance coverage by completing a waiver of coverage form.

15.1.2 **Initial Enrollment:** Employees who become insurance eligible must enroll within the first thirty (30) calendar days of becoming eligible.

15.1.3 **Effective Date of Coverage:** Enrollment forms must be received by the Employee Benefits Department before coverage is effective. Eligible employees who begin work in August shall have coverage effective September 1. Employees starting after September 1 or who become benefit eligible after September 1 shall have coverage effective the date the enrollment forms are received in the Employee Benefits Department. Employees must be actively at work on the effective date of coverage.

15.1.4 **Leave of Absence:** Employees on paid and unpaid leaves of absence may continue health and life insurance. Employees on paid leaves of absence must pay their portion of the premium (if any). Employees on unpaid leaves must pay the full premium cost of coverage. Failure to pay premium when due will cause coverage to lapse. Employees who allow health insurance coverage to lapse while on leave must reenroll to obtain coverage. An employee who does not reenroll within 30 calendar days of returning from leave, must wait for the next open enrollment period to enroll.

15.1.5 **Maintaining Eligibility For Employer Contribution:** The employer's contribution continues as long as the employee remains on the payroll in an insurance eligible position. Employees who complete their regular school year assignment shall receive coverage through August 31.

- 15.2 **Health Insurance:** The district agrees to offer group health and life insurance benefits to eligible permanent certified employees covered by this collective bargaining agreement.
- 15.2.1 **Insurance Eligibility.** To be eligible for insurance benefits the employee must be paid on the pay schedule for bargaining unit employees.
- Basic Eligibility:** The employee must be assigned and working twenty (20) or more hours per week to qualify.
 - Leaves of Absence:** The employee on an approved leave of absence may participate in group insurance benefits subject to Article 15.1.4.
 - Employees on Layoff:** Employees who are laid off may continue coverage at their own expense as provided by federal and state continuation coverage laws.
- 15.2.2 **Benefit Coverage.**
- Benefits Subject to Contract with Carrier:** The following benefits are available to eligible employees. These benefits are subject to the terms of the contract between the insurance carrier and the district.
 - Enrollment Required:** The employee must enroll to receive health plan coverage. Employees may enroll in employee only, Employee + 1, or family coverage.
- 15.2.3 **District Contribution - Effective January 1, 2019:**
- Employee-Only:** The District will pay the total cost of the premiums towards the lower/lowest cost employee-only plan, for each permanent certified employee who works twenty (20) or more hours per week. The District will pay no less than eighty percent (80%) of the total cost of the premium for the other employee-only plans. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-only health plan coverage
 - Employee + 1:** The District shall contribute no less than seventy-five percent (75%) of the total cost of the premium for the employee-plus-one plans. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-plus-one health plan coverage.
 - Family:** The District shall contribute no less than seventy percent (70%) of the total cost of the premium for the family coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for the family health plan coverage.
- 15.3 **Dental Insurance:**
- 15.3.1 **District Contribution – Effective January 1, 2019:**
- Employee-Only:** The District shall contribute no less than seventy-five percent (75%) of the total cost of the premium towards employee-only coverage. The employee will pay the difference between the District contribution and the total cost of the premium for employee-only dental coverage.
 - Employee + 1:** The District shall contribute no less than eighty percent (80%) of the total cost of the premium toward employee-plus-one coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-plus-one dental coverage.

- c. **Family:** The District shall contribute no less than eighty percent (80%) of the total cost of the premium toward family coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for family dental coverage

15.4 **Life Insurance:**

15.4.1 **Basic Life Insurance:** Insurance eligible employees are automatically enrolled for \$20,000 (plus Accidental Death and Dismemberment \$20,000) of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.

15.4.2 **Supplemental Life:** Insurance eligible employees may purchase additional life insurance in \$10,000 increments up to \$100,000 in coverage. The amount of coverage existing employees may purchase, with evidence of good health, will be determined by the insurance carrier. Evidence of good health for new employees is not required for supplemental life if applied for during the first thirty (30) days of employment.

15.5 **Liability Coverage:** The District agrees to provide a self-insured general liability program for employees covered by this Agreement in the amount allowable by statute.

15.6 **Insurance for Retirees:**

15.6.1 **Eligibility:** Effective September 1, 1992, employees who retire and have met the age and service requirement necessary to receive an annuity from the Minneapolis Employees Retirement Fund ("MERF") or the Public Employees Retirement Fund Association (PERA) are allowed to remain in the active employee's health and dental group insurance plans. Also, employees who retired after March 1, 1991, and have continuously participated in the District's health and/or dental insurance plans are eligible to continue coverage beyond the eighteen (18) month period under the Consolidated Omnibus Budget.

15.6.2 **Reconciliation Act (COBRA):** Eligible retired employees are allowed to remain in the active employee group to age 65, subject to the administrative requirements of the District, the carrier contracts, labor agreement, and state and federal law. Dependents may remain in the group until the retired employee is no longer eligible.

15.6.3 **Premium Payment:** Unless otherwise provided for in the collective bargaining agreement, retired employees shall pay the total premium plus the additional two percent (2.0%) administrative fee charged under COBRA.

15.6.4 **Active Employee Deduction:** Any additional premium cost associated with including retirees shall be assessed to active employees through a separate payroll deduction. The annual amount of the deduction for employees shall be determined by dividing the total additional premium for including retirees in the health plan or plans (as determined by the health plans based on enrollment as of May 1 of the preceding year) by the number of employees enrolled in health insurance coverage on the same date. The pay period deduction shall be determined by dividing the annual amount by 19 pay period deductions.

15.7 **Disability Insurance:** Insurance eligible employees are automatically enrolled for District paid disability insurance. The disability insurance plans replaces sixty percent (60%) of base salary at the time disability began as shown in Appendix A to this Agreement after a ninety (90) work day elimination period and upon meeting other qualifications as may be

required by the provider. The disability insurance benefits are coordinated with appropriate pension plan and social security benefits.

15.8 **Before-Tax Benefits.**

15.8.1 **Insurance Deduction:** Premiums deducted from the employee's check to pay for health insurance coverage are automatically taken on a before-tax basis, unless the employee has indicated to the contrary in writing to the Employee Benefits Department. The premiums paid by the employee, if any, are not subject to federal, state, and Social Security (FICA) taxes. Reports of earnings to MERF and PERA and pension deductions will be based on gross earnings. The before-tax deductions are subject to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.

15.8.2 **Dependent Care Assistance Plan:** An employee may designate an amount per year from earnings in which there will be no federal, state and Social Security (FICA) taxes withheld, for dependent care assistance (as defined in Section 129 of the Internal Revenue Code and amended from time to time) to allow the employee to work.

15.8.3 **Flexible Spending Account (FSA):** An employee may designate an amount per year to be placed into the employee's FSA (as defined in Section 125 of the Internal Revenue Code as amended time to time). The amounts in the account may be used to reimburse the employee for uncovered medical expenses. Amounts placed in the account are not subject to federal, state, and Social Security (FICA) taxes. Reports of earnings to PERA or MERF will be based on gross earnings.

15.9 **Tax-Deferred Savings Plans (Deferred Compensation):**

15.9.1 **District Annual Matching Payments:** The District will make an employer matching payment to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 403(b) Plan. Employees enrolled in the State of Minnesota Deferred Compensation Plan or the Special School District No. 1 403(b) Plan will be automatically eligible for the match.

15.9.2 **Match Requirements:**

- a. The District will pay an annual match payment of up to \$700 for employees participating in MERF and up to \$450 for employees participating in PERA.
- b. The District will match any amount of employee contributions up to the match as noted in a. (above). Effective for calendar year 2005, the District will pay an annual match payment of up to the match, in March 2006. Beginning January 1, 2006, tax-deferred savings plan participants will be matched on a per pay period basis while they are deferring into the plan(s) until they reach their annual match for the 2006 calendar year.
- c. Only deductions that employees defer during the match period shall be matched by the District.
- d. The employee must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year, in order to qualify for the match.

15.9.3 **Taxes and deductions:** All employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457) are subject to FICA or Social Security taxes. All employee contributions to the 403(b) plan are subject to FICA, but employer contributions to the 403(b) plan are not subject to FICA.

15.9.4 Deferral Limits:

- a. Employees should ensure that tax-deferred payments do not exceed Internal Revenue Service (IRS) limits. If limits are exceeded, the District will stop deductions to these accounts.
- b. **Employer Contributions:**
 - 403(b) - employer contributions are in addition to your limit
 - 457 - employer contributions are included in your limit
 - For detailed current information concerning deferral limits, see the IRS website (www.irs.gov). For current information about maximum shelter amounts, additional contributions, catch-up limits and other details concerning the 457 or 403(b) plans, consult the plan's representative or website.

15.9.5 Enrollment & Changes:

- a. **Termination of Employment:** An employee who terminates employment with the District prior to the time of the match payment, as a result of resignation, layoff, retirement, or discharge will not be eligible for any further payment to the tax-deferred savings plans under this Section.

Article 16 Leaves**16.1 Sick Leave:**

- 16.1.1 **Calculation.** Sick leave with full pay shall be accrued by employees certified to permanent positions and who work 20 hours a week or more.
- 16.1.2 **Probationary Employees:** Employees on initial employment probation or reinstatement shall not be eligible to use accrued sick leave until they reach the minimum number of accrued hours calculated by the following formula: 130 days worked X .0462 hours accrued X the number of hours worked per day. Typical assignments and minimum accruals are listed below. Example of calculations:

Assignment	Formula	Accrual Needed
20 hrs/week	130 days worked X .0462 X 4 hrs/day	24.02
25 hrs/week	130 days worked X .0462 X 5 hrs/day	30.03
30 hrs/week	130 days worked X .0462 X 6 hrs/day	36.03
31 hrs/week	130 days worked X .0462 X 6.2 hrs/day	37.23
38.75 hrs/week	130 days worked X .0462 X 7.75 hrs/day	46.54

16.1.3 Accrual.

- a. **Formula:** Sick leave shall be accrued by employees by applying the formula above at the rate of .0462 hours x total credited hours without regard to the calendar year. Credited hours shall include all hours worked, including military

leave, sick leave and vacation and shall exclude overtime, unpaid leave, disability and worker's compensation.

- b. **Maximum Accrual:** The maximum amount of sick leave that may be accrued is nine hundred (900) hours. Payment for unused sick leave days earned during the current year in excess of 900 hours shall be at the rate of one hundred percent (100%) of the regular daily rate of pay in effect on December 31st of that year.
- 16.1.4 **Uses of Sick Leave:** An employee shall be granted sick leave with pay to the extent of the employee's accumulation for absences necessitated by the following conditions:
- c. **Employee:**
- Illness or disability, including the period of time that a doctor certifies an employee unable to work because of pregnancy
 - Medical, chiropractic or dental care
- d. **Others:** Sick leave granted under paragraphs 1 and 3 below shall be for such reasonable periods as the employee's attendance may be necessary. Use of sick leave for care of relatives must comply with provisions of Minnesota Statute 181.9413.
- Illness of a spouse, dependent children, /stepchildren/foster children, or parent/stepparent who is living in the same household of the employee; illness of a minor child whether or not the child lives in the same household of the employee.
 - Birth or adoption of a child.
 - To accompany spouse, minor or dependent children/step children/foster children to dental or medical appointments.
- e. **Notification When Absent:** To be eligible for sick leave payment, an employee must notify the Director of Transportation and Plant Operations as defined by department policy. This notice may be waived if the employee can conclusively establish that he/she could not reasonably have been expected to comply with this requirement because of circumstances beyond the control of the employee.
- f. **Approval and Verification:** Sick leave usage shall be subject to approval and verification by the District who may require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the District deems necessary, as provided in the article herein titled "Fitness for Duty." The District may require medical verification with advance notice to the employee and/or in cases of suspected fraudulent sick leave claims. Sick leave benefits when authorized shall be paid at the employee's current base pay rate.
- g. **Medical Leave:**
- **Eligibility:** A disabled employee who, because of illness or injury, has exhausted all sick leave benefits may be granted a medical leave of absence without pay.
 - **Seniority:** The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of the article herein titled "Seniority".

- **Documentation:** An employee requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the District. If the employee fails to furnish conclusive evidence that the absence from duty is necessary or if the employee fails to undergo an evaluation or furnish a medical report as requested by the District in accordance with the article herein titled "Fitness for Duty," the District shall have the right to require the employee to return to work on a specified date.
- **Failure to Return from Leave:** Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with the article herein titled "Absence Without Leave".

16.1.5 **Miscellaneous Provisions:**

- h. **Reduction in Hours:** Employees who are reduced to below twenty (20) hours may use accrued sick leave.
- i. **Separation from Employment:** All sick leave that has been accumulated by an employee shall be canceled upon the date of separation from employment.
- j. **Restoration of Sick Leave:** Accumulated sick leave will be restored upon reemployment within two (2) years after separation from employment.

16.2 **Child Care:**

- 16.2.1 **General Provisions:** Leave of absence shall be granted to an employee for the purpose of providing full-time care for her/his new-born or newly adopted child or children. Whenever possible, arrangements for such leaves shall be made at least forty-five (45) days prior to the starting date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for commencement or termination of child care leave shall be granted only if requested at least twenty (20) calendar days prior to the originally scheduled date.
- 16.2.2 **Determination of Leave Dates:** The dates of commencement and termination of child care leave shall be at the discretion of the employee in consultation with her/his physician, if appropriate, and with the employee's supervisor.
- 16.2.3 **Limitation – One Calendar Year:** Leaves granted for maternity, paternity and adoption shall not extend beyond one (1) calendar year. Failure to return to duty upon termination of leave shall be considered grounds for discharge.
- 16.2.4 **Early Return to Duty:** Upon five (5) duty days' notice of intent to return to duty, an employee may return to duty prior to the approved date of termination of leave in the event of interruption of pregnancy or cancellation of adoption.
- 16.2.5 **Use of Sick Leave for Personal Disability during Child Care Leave:** An employee may use sick leave pursuant to the sick leave provision of this Agreement during a period of disability. However, the employee shall not be eligible for sick leave during a period of time covered by child care leave. A statement from the employee's personal physician must be submitted to the school physician concerning medical complications.
- 16.2.6 **Adoption:** In the case of adoption, employees may use their sick leave for duty days prior to the arrival of an adopted child when the adoption procedures include a legal requirement that the adopting parent be present. Use of sick leave for this purpose shall not exceed the duty days included in the twenty-two (22)

days prior to the arrival of an adopted child. Such use of duty days within twenty-two (22) days need not be used consecutively. In addition, Educational Assistants may use their sick leave for the duty days included in the twenty-two (22) days following the arrival of the adopted child.

- 16.2.7 **Extension of Probation Period:** The probationary period shall be extended by a period of time equal to the total number of duty days on leave. A request for childcare leave shall not be used as a basis for discharge.

16.3 **Critical Illness Or Death In Family:**

16.3.1 **Death in the Family.**

- a. **Immediate Family:** Employees may be granted a leave of absence for up to five (5) days in the event of the death of the employee's mother, father, sister, brother, spouse, significant other, or child.
- b. **Extended Family:** Employees may be granted a leave of absence for up to four (4) days in the event of the death of the employee's aunt, uncle, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, parents of significant other, spouse's immediate family, anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the death of the individual.

16.3.2 **Critical Illness:**

- a. **Definition:** Critical illness is defined as an illness where death is impending, but recovery is possible.
- b. **Relationship:** Employees may be granted a leave of absence for up to four (4) days in the event of the critical illness of the employee's mother, father, sister, brother, children, grandchildren, son/daughter-in-law, spouse, significant other, parents of spouse or parents of significant other and anyone who has the position of parent or child, or any person who has been a member of the employee's household immediately prior to the critical illness.
- c. **Limit per Contract Period:** Such leaves shall not exceed fifteen (15) days in a single contract period.

- 16.3.3 **Leaves for Critical Illness and Death in the Family:** Such leaves shall be with pay and shall not be deducted from the employee's sick leave. The District reserves the right to require proof of critical illness or death.

- 16.3.4 **Critical Illness or Death of a Friend:** Employees may take up to two (2) days, to be deducted from the employee's cumulative sick leave for the critical illness or death of a friend.

- 16.3.5 **Use of Vacation Days:** Employees will be allowed to use vacation days in conjunction with the paid leave of absence days for a death or critical illness of above mentioned family members.

- 16.4 **School Conference and Activities Leave:** An employee may be granted up to a total of sixteen (16) hours of unpaid leave during any school year to attend school conferences or classroom activities related to the employee's dependent(s), provided such conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide at least three (3) days written notice of the leave and make a

reasonable effort to schedule leave so as not to disrupt unduly the operations of the District.

- 16.5 **Personal Leave:** Up to two (2) days consecutively per contract (or fiscal) year charged to accrued sick leave may be used for personal leave for special obligations or emergencies which cannot be scheduled on non-duty days and are not covered under other leave provisions. Employee must have approval from the Director (or designee) with notice by noon (12:00 p.m.) the previous day.

Article 17 Sick Leave Reimbursement

- 17.1 **Annual Cash Payment Option:** Employees who have accumulated at least four-hundred-eighty (480) hours of unused sick leave may, at their option, continue accumulating sick leave or receive a cash payment at the beginning of each calendar year and no later than March 31st for any unused sick leave above four-hundred-eighty (480) hours earned, but not used in the preceding year, at the following rate:

Hours Accumulated	Percent Of Pay Rate
480	50%
720	75%
960	100%

17.2 Sick Leave Severance:

- 17.2.1 **Eligibility and Amounts:** Employees hired prior to July 1, 2002 who made the irrevocable choice of sick leave severance who separate from employment with the District in good standing at any age with at least thirty (30) years of service and four-hundred-eighty (480) or more hours of accrued sick leave shall be paid fifty percent (50%) of their leave balance at their rate of pay on the date of termination of their employment.
- 17.2.2 **Minneapolis Employees Retirement Fund (MERF) Employees:** Employees participating in MERF may cash out fifty percent (50%) of their accrued sick leave when terminating their employment if they have twenty-nine (29) years of service credit in MERF.
- 17.2.3 **Post-Retirement Health Care Savings Account:** Effective December 1, 2003, employees eligible for this benefit will have their severance pay deposited into a Post-Retirement Health Care Savings Account (PRHCSA) with the Minnesota State Retirement System (MSRS).
- 17.2.4 **Employees hired after July 1, 2002** will not be eligible for severance under this provision.
- 17.2.5 **Death Prior to Receiving Full Amounts:** If a severance pay recipient dies prior to receiving the full amount of such benefit, the remaining payment shall be made in a lump sum to the beneficiary entitled such proceeds of his/her Employer group life insurance policy or to the employee's estate if no beneficiary is named.

Article 18 Career Transition Trust

- 18.1 **Definition of Plan:** All employees hired prior to July 1, 2002, must elect between sick leave severance or the Career Transition Trust ("CTT"). The Employee Benefits Department will distribute election forms no later than June 1, 2002. All employees must submit their election form to the Employees Benefits Department no later than June 30, 2002. If elections are not submitted for individual employees the CTT option will be selected by default. The selection made by employees or default will be binding. All employees hired after June 30, 2002, shall only be eligible for CTT.
- 18.1.1 Effective July 1, 2002, employees who meet the eligibility requirements may participate in CTT by converting the allowable number of accrued sick leave hours at one-hundred percent (100%) of their hourly rate of pay, into payments to the State of Minnesota Deferred Compensation Plan (457) or 403 (b) Plan offered through eligible providers selected by the District and the Union from the state of Minnesota approved list. The CTT Plan is an employer contribution which allows for such conversion until the employee reaches the maximum capped deposit for the tier of benefits. The number of hours which may be converted is based on the accrued sick leave hours on September 1st of the year the conversion will be made.
- 18.1.2 Employees may elect to participate in the CTT plan at any time they have met the eligibility requirements for participation in under this provision.
- 18.1.3 The total amount of dollars converted by an employee under the CTT program is capped at \$10,000.
- 18.1.4 Any hours which have been converted into CTT will not be available for use as sick leave.
- 18.1.5 Employees who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual hours.
- 18.2 **Eligibility:**
- 18.2.1 **Sick Leave Balance:**
- To be eligible to convert accrued sick leave hours, employees must have a sick leave balance of at least forty (40) days on September 1st of the year of conversion.
 - Employees must enroll annually to participate in CTT. If the employee's sick leave hours drop below the eligibility minimum of forty (40) days, the employee's participation is suspended until the employee reaches the minimum of forty (40) days required for eligibility and participation.
- 18.2.2 **Deposit of benefit**
- Payment to the State of Minnesota Deferred Compensation (457) or 403 (b) Plan shall be made in March of each year the employee is eligible and elects to participate.
 - CTT is subject to the rules of the State of Minnesota Deferred Compensation Plan under MS 352.96 and the Internal Revenue Service.

18.3 Benefit Tiers and Conversion Formula:

18.3.1 The number of hours an employee may convert on an annual basis is determined by the balance of their accrued sick leave hours.

18.3.2 Conversion is as follows:

- a. Employees who have an accrued sick leave balance of forty (40) days or more on September 1st may convert up to eight (8) days at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.
- b. Employees who have an accrued sick leave balance of sixty (60) days or more on September 1st may convert up to ten (10) days at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.

18.4 **Survivor Benefits:** The CTT account shall be disbursed to the employee's named beneficiary on the Deferred Compensation Plan.

Article 19 Complete Agreement

19.1 **Effect:** This Agreement constitutes the full and complete agreement between the District and Local No. 320 representing Grounds Equipment Operators, Grounds Foreman, Grounds Workers, Mechanic, Mechanical Parts Technician, Foreman, and Fleet Maintenance. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

19.2 **Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except by mutual agreement.

19.3 **Civil Service Rules:** The parties to this Agreement expressly recognize that certain terms and conditions of employment are governed by the Rules of the City of Minneapolis Civil Service Commission and that the Rules of the City of Minneapolis Civil Service Commission, except where specifically superseded by this Agreement, shall be considered to be part of this Agreement. Both parties agree that they will abide by those Rules for the term of this Agreement and any extensions thereof. The parties agree that if the Civil Service Commission changes or adds to its Rules in such a way as to conflict with any express provision of this Agreement, the terms of this Agreement shall prevail. In the event that the District severs its ties to the City of Minneapolis Civil Service Commission, the Civil Service Rules as most recently in effect prior to severing of such ties shall remain in full force and effect for the duration of the agreement.

Article 20 Severability Clause

20.1 **Conflicts with State or Federal Law:** If any provision of this contract or any application of this contract to any member of the unit or group of members in the unit shall be found contrary to federal or state law, then this provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full

force and effect.

20.2 **Renegotiation:** The provision found to be contrary to state or federal law shall be renegotiated by the parties.

Article 21 Non-Discrimination

21.1 **Equal Application of Contract Provisions:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, physical disability, affectional orientation, or receipt of public assistance.

21.2 **Union Participation:** The Employer agrees not to interfere with the rights of the employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity officially sanctioned by this contract on behalf of the Union.

Article 22 Duration of Agreement

This Agreement shall be in force and effect for twenty-four (24) months from July 1, 2017, and ending June 30, 2019, and shall continue in full force and effect thereafter, unless written notice of desire to change or modify the Agreement is served by either party upon the other party sixty (60) days prior to June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this contract on this ninth day of August, 2018.

SPECIAL SCHOOL DISTRICT NO. 1

By: 
Chairperson, Board of Education

APPROVED
AUG 09 2018
BOARD OF EDUCATION MEETING

Date: _____

By: 
Chairperson, Board of Education
Negotiating Committee

Date: _____

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL 320

By: 
Business Agent, Local 320

Date: _____

Appendix A Salary Schedules**MINNEAPOLIS PUBLIC SCHOOLS
LOCAL 320**

CLASSIFICATION	07-01-2017	01-01-2018	07-01-2018
Grounds Foreman			
Base	27.67	27.81	27.95
+ 5 years	29.02	29.17	29.61
+ 10 years	30.10	30.26	30.72
+ 15 years	31.17	31.33	31.80
Grounds Equipment Operator			
Base	20.22	20.33	20.44
1	21.28	21.39	21.50
2	22.35	22.47	22.59
3	23.41	23.53	23.65
4	24.47	24.60	24.73
5	25.40	25.53	25.66
+ 10 years	25.81	25.94	26.33
+ 15 years	26.01	26.15	26.55
+ 20 years	26.17	26.31	26.71
+ 25 years	26.35	26.49	26.89
Grounds Worker			
Base	16.25	16.34	16.43
1	16.67	16.76	16.85
2	16.92	17.01	17.10
3	17.17	17.26	17.35
4	17.43	17.52	17.61
5	17.50	17.59	17.68
Foreman, Fleet Maintenance			
Base	28.35	28.50	28.65
10 Years	28.93	29.08	29.52
15 Years	29.21	29.36	29.81
20 Years	29.51	29.66	30.11
25 Years	29.80	29.95	30.40

Mechanical Parts Technician	07-01-2017	01-01-2018	07-01-2018
Base	22.77	22.89	23.01
10 Years	23.26	23.38	23.74
15 Years	23.31	23.43	23.79
20 Years	23.37	23.49	23.85
25 Years	23.42	23.54	23.90
Mechanic			
Base	25.78	25.91	26.04
10 Years	26.30	26.44	26.84
15 Years	26.35	26.49	26.89
20 Years	26.40	26.54	26.94
25 Years	26.45	26.59	26.99

INDEX

A

Activities Leave24

Agreement

 Definition, Article I.....1

 Duration28

B

Benefits

 Before Tax

 Dependent care assistance plan.....20

 Flexible spending account (FSA)20

 Disability insurance.....19

 Health Insurance18

 Insurance, General.....17

 Coverage.....18

 Eligibility.....18

 Enrollment17

 Life Insurance19

Breaks.....15

Bumping.....15

C

Call back

 From layoff15

Call back pay.....14

Career Transition Trust.....26

Child Care Leave23

Civil Service Rules2, 27

Clothing

 Eyewear4

 Safety shoes.....4

 Safety Shoes.....4

 Uniform4

COBRA, Retiree insurance19

Communication

 Publication of agreement.....5

 Quarterly meetings5

Compensatory Time15

Critical Illness Leave24

D

D.R.I.V.E. See Political Action Committee

Deferred Compensation

 Career Transition Trust26

Definitions.....1

 and PELRA2

 Employee1

 Employer1

 Hours13

 Terms and Conditions of Employment 2

 Dependent care assistance plan..... 20

 Disability insurance 19

 Discipline

 Appeal Rights..... 11

 Employee Discipline 9

 Probation period..... 11

 Types of disciplinary action..... 10

 Grievance procedure 6

 Hearing..... 11

 Veteran rights..... 11

 Discrimination 7

 Non-Discrimination - Article 21 28

 Dues, member

 Dues checkoff..... 2

 Fair share fee..... 2

 Request for dues checkoff 2

 Duration of agreement 28

E

Employee Rights See Rights and obligations of employees

Eyewear, protective 4

F

Fair Share Fee 2

Flexible Spending Account 20

G

Grievance procedure 6

 Arbitration 8

H

Hold harmless clause..... 3

Holidays..... 6

 Assignment of overtime 14, 15

Hours

 Overtime 13, 14

 Work Day, Work week defined 14

I

Indemnity clause..... 3

Insurance See Benefits

J

Job Classification

 Disputes 1

 Representation 1

L

Layoff15
 Medical coverage.....18
 Recall (Call back)15

Leave
 Activities Leave24
 Article 1621
 Child Care Leave23
 Critical Illness.....24
 Personal leave.....25
 School Conference24
 Sick Leave21
 Career Transition Trust26
 Cashout/Reimbursement.....25
 child care23
 deducted for critical illness or death of a
 friend24
 Severance.....25
 Upon reinstatement.....16
 Vacation5
 Allowance5
 Eligibility after reinstatement16

Leave of absence
 Continuation of insurance benefits.....17
 Medical.....22
 Medical coverage.....18

Liability coverage19

Life Insurance.....19

Long-Term Disability insurance19

M

Management Rights and responsibilities .. See Rights
and obligations of the Board of Education

Meetings5

O

On-call pay15

Overtime14
 Assignment of.....14

P

Pagers, voice mail5

Performance of duties, Steward rights.....2

Personal leave25

Personnel Files, right to view16

Political Action Committee.....3

Probation Period
 Disciplinary Action and.....11

R

Recall (call back) from layoff.....15

Reemployment 15, 16

Reinstatement..... 15
 Benefits 16

Representation, exclusive 1

Restoration 15

Rights and obligations of Board of Education
 Management Responsibilities..... 3

Rights and obligations of Board of Education 3

Rights and obligations of employees 2
 Dues checkoff..... 2
 Fair Share Fee..... 2
 Hold Harmless and Indemnity..... 3
 Performance of duties..... 2
 Political Action Committee 3
 Remittance of dues deduction 2
 Right to join and participate..... 2
 Right to Views..... 2

S

Salaries
 Article 11..... 13
 Call Back Pay 14
 Deduction of member dues 2
 On-call pay..... 15
 Salary schedules..... 29

School Conference Leave 24

Seniority
 After reinstatement 16
 Article 8..... 6
 Assignment of overtime 14

Severability Clause 27

Severance pay 25
 Career Transition Trust 26

Shoe Allowance 4

Shoes, safety..... 4

Sick Leave 21, See Leave

Snow removal, on-call pay 15

Step increases..... 13

Supplement Life Insurance See Benefits

T

Terms and conditions of employment..... 2

U

Uniform Allowance 4

Union participation 2

V

Vacation..... See Leave

Veteran rights, disciplinary actions..... 11

Views, Rights to 2

Voice mail pagers..... 5

W

Wages..... See Salaries
Weekends
 Assignment of overtime14, 15

Work day, work week - defined 14
Work schedule
 Overtime, assignment of..... 14
 Schedule change 14