

# **AGREEMENT**

**between**

**Minneapolis Public Schools  
(Special School District No. 1)**

**And the**

**International Association of  
Machinists and Aerospace Workers**

**District Lodge No. 77, AFL-CIO**

**Representing**

**Machinists and Machinist Foreman**

**Effective**

**July 1, 2021 through June 30, 2022**

MINNEAPOLIS PUBLIC SCHOOLS  
Minneapolis, MN 55411

An Equal Opportunity Employer

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## 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 Board of Education and International Association of Machinists and Aerospace Workers District Lodge No. 77 (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as District Lodge No. 77, pursuant to and in compliance with the Public Employment Labor Relations Act 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 Board of Education, the employees of this unit and District Lodge No. 77.

### Article 2 Recognition

- 2.1 **Recognition:** The Board of Education recognizes District Lodge No. 77 as the certified exclusive representative for the unit, consisting of all employees in the classification of musical instrument repair foreman, musical instrument repairmen, machinist foreman, and machinists.
- 2.2 **Exclusive Representative:** The Board of Education agrees that District Lodge No. 77 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:** Disputes which may occur over the inclusion or exclusion of new or revised job classifications in the unit described in Article 2, Section 2.1, shall be referred to the Bureau of Mediation Services for determination.
- 2.4 **Temporary Workers:** In the event the District hires temporary workers, the District and the Union will meet to negotiate the terms and conditions of employment for the temporary workers.

### 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 Board of Education of Special School District No. 1, Minneapolis, Minnesota.

- 3.3 **Terms and Conditions of Employment:** The hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Board of Education's personnel policies affecting the working conditions of the employees. The term is subject to the provisions of Minnesota Statute 179A regarding the rights of public employers and the scope of negotiations.
- 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 District Lodge No. 77 affairs as officers, stewards, and committee persons shall be free to do so without fear of penalty or reprisal.
- 4.3 **Right to Exclusive Representation:** Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and a grievance procedure for such employees as provided in the PELRA.
- 4.4 **Request for Dues Check Off:** Employees shall have the right to request and be allowed dues check off for District Lodge No. 77. The Board of Education agrees to deduct during the first twenty-six (26) pay periods of each school year an amount sufficient to provide the payment of dues established by District Lodge No. 77 from the wages of all employees authorizing in writing such deductions on forms provided by District Lodge No. 77.
- 4.5 **Remittance of Dues Deduction:** The Board of Education agrees to remit the total dues deduction for each pay period together with an itemized statement to District Lodge No. 77 no later than fifteen (15) days following the end of a payroll period.
- 4.6 **Fair Share Fee:** The Board of Education, upon notification by District Lodge No. 77, shall check off the requested fair share fee from the earnings of employees in this unit and transmit the same to District Lodge No. 77. In no instance shall the required contribution exceed a pro rata share of the expenses incurred for services rendered by District Lodge No. 77 in relationship to the negotiations and administration of the grievance procedure.
- 4.7 **MNPL Checkoff:** Employees shall have the right to request and have a payroll deduction for employees who choose to contribute to the MNPL fund. The Board

of Education, upon notification by District Lodge No. 77, shall check off the requested MNPL contribution from the earnings of employees in this unit and transmit the same to District Lodge No. 77.

- 4.8 **Indemnity:** - District Lodge No. 77 will indemnify, defend, and hold the Board of Education harmless against any claims made and against any suits instituted against the Board of Education, its officers or employees, by reason of payroll deductions for dues or fees related to this contract.

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## **Article 5      Board of Education's Rights and Obligations**

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- 5.1 **Management Responsibilities:** It is the obligation of the Board of Education to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.
- 5.2 **Inherent Managerial Policy:**
- 5.2.1 The Board of Education'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 Board of Education 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.
  - 5.2.3 The Board of Education, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the Board of Education in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing conditions, equipment or facilities.
- 5.3 **Managerial Rights Not Covered By This Agreement:** The foregoing enumeration of Board of Education 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 Board of Education.

**5.4 Management Obligations:**

- 5.4.1 **Time Off With Pay:** The Board of Education will afford reasonable time off without pay to elected officers or appointed representatives of District Lodge No. 77 for the purposes of conducting the duties of District Lodge No. 77.
- 5.4.2 **Organizational Leave:** The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of District Lodge No. 77.
- 5.4.3 **Meetings during Lunch & Break Periods:** The Board of Education shall allow Business R of District Lodge No. 77 to meet with District Lodge No. 77 members during lunch and break periods.
- 5.4.4 **Use of conference Rooms or Facilities:** The Board of Education will allow the use of conference rooms or facilities upon permits secured from the proper authority in accordance with rules and regulations of the Board of Education before work, during lunch breaks and after the work day.

**Article 6 Communication**

- 6.1 **Quarterly Meetings:** Representatives of the Board of Education and District Lodge No. 77 agree to meet quarterly for the purpose of reviewing and discussing matters of common interest. 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 Board of Education and District Lodge No. 77 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 Public Employment Labor Relations Act shall be incorporated in an appropriately designed document, a copy of which shall be distributed by the Board of Education to all employees in the unit.

**Article 7 Hours – Overtime**

- 7.1 **Hours:** This section is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
  - 7.1.1 **Normal Work Day:** 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.

- 7.1.2 **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 District Lodge No. 77 as far in advance as is reasonably practicable.
- 7.2 **Overtime:** Overtime for Board employees shall be time and one-half for each hour worked in excess of the established work schedule.

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**Article 8      Vacation**

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- 8.1 **Vacation Selection and Approval:** Vacation periods shall be selected on the basis of seniority and as approved by the supervisor of maintenance.
- 8.2 **Eligibility And Calculations:** Employees who have completed six (6) months of continuous service will be credited one (1) year toward vacation increments for each year of continuous work and are entitled to leave with full pay for vacation purposes in accordance with the guidelines below:
- 8.2.1 Twelve (12) working days for each year of the first seven (7<sup>th</sup>) years of service (earned at the rate of .0462 hours of vacation for each regular hour paid on the payroll)
- 8.2.2 Sixteen (16) working days each year beginning with the eighth (8<sup>th</sup>) year of employment (earned at the rate of .0615 hours of vacation for each regular hour paid on the payroll)
- 8.2.3 Twenty-one (21) days for each year beginning with the sixteenth (16<sup>th</sup>) year of employment (earned at the rate of .0808 hours of vacation for each regular hour paid on the payroll)
- 8.2.4 Twenty-six (26) working days for each year beginning with the twenty- first (21<sup>st</sup>) year of employment (earned at the rate of .1000 hours of vacation for each regular hour paid on the payroll)
- 8.3 **Leave of Absence without Pay:** Time on authorized leave of absence without pay will not be credited toward years of service but neither will it be considered to interrupt the periods of employment before and after the leave of absence, provided that an employee has accepted employment to the first available position upon expiration of the leave.
- 8.4 **Involuntary Layoff:** Employees who have been given involuntary layoffs will be considered to have been continuously employed if they accept employment to the first available position, provided that any absence of twelve (12) consecutive months will not be counted towards any years of service for vacation entitlement.
- 8.5 **Calculation:** all vacation will be calculated on a direct proportion basis for hours of credited work other than overtime and without regard to the calendar year.

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**Article 9      Holidays**

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9.1 **Holidays with Pay:** Employees shall be entitled to holidays with pay in accordance with the provisions of this article.

9.2 **Eligibility And Pay:**

9.2.1 **Eligibility:** Permanent employees who are not required to work on a day recognized by this Agreement as a holiday shall be entitled to pay provided such employee has worked at least two (2) hours on the last working day immediately before and at least two (2) hours on the next working day immediately after such holiday or such employee is on paid leave of absence, vacation or sick leave properly granted. Employees shall be permitted the use of vacation benefits for one (1) of the days of work or paid leave which are necessary to establish holiday pay eligibility.

9.2.2 **Holiday Pay and Rate:** Employees eligible to receive holiday pay as outlined in this article shall be paid eight (8) hours pay calculated at their regular, straight-time, base rate of pay or, if such employee regularly works less than forty (40) hours per week, such holiday pay shall be pro-rated.

9.2.3 **Holidays during Vacation and Sick Leave.** Holidays which occur within an employees' approved vacation or sick leave period shall be paid as holidays only and shall not be charged as vacations or sick leave.

9.3 **Holidays Defined:** The following twelve named days shall be considered holidays for the purposes of this article:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

9.4 **Holidays Worked:**

9.4.1 **Normal:** When a day recognized by this Agreement as a holiday falls on a Sunday, the following Monday shall be considered to be the holiday. When a day recognized by this Agreement as a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday. Employees who are eligible for holiday pay and who are compensated for overtime work at one and one-half (1 ½) times their hourly base rate of pay, shall be paid one and one-half (1 ½) times their hourly base rate of pay for each hour worked on a holiday in addition to the holiday pay for



which they are entitled. All other employees who are required to work on a holiday shall be granted compensatory time off at a time mutually agreed upon between involved employees and their supervisors.

- 9.4.2 **Employees Who Regularly Work Weekends:** Notwithstanding other provisions of this article, those employees who are regularly scheduled to work on weekends shall work their regularly scheduled shift and their regular, year-round work schedules shall take the number of holidays referenced in this article into account in determining the total number of days off per year. Such employees shall be paid at the rate of one and one-half (1 ½) times their regular rates of pay if required to work on any actual holiday. Holidays falling on weekends shall not be observed on Fridays and/or Mondays by such employees.
- 9.4.3 **Religious Holidays:** Employees may observe religious holidays on days which do not fall on Sunday or on a holiday as defined above. Such days off shall be taken off without pay unless 1) the employee has accumulated vacation benefits in which case the employee shall be required to take such days off as vacation, or 2) the employee obtains supervisory approval to work an equivalent number of hours (at straight-time rates of pay) at some other time during the calendar year. The employee must notify the Employer at least ten (10) calendar days in advance of the religious holiday of his/her intent to observe such holiday. The Employer may waive this ten (10) calendar day requirement if the Employer determines that absence of such employee will not substantially interfere with its operation.

## Article 10 Leaves with Pay

The purpose of this provision is to provide equitable and competitive paid leave for other reasons for employees

### 10.1 Critical Illness Or Death In Family:

- 10.1.1 **Days Allowed:** Employees may be granted a leave of absence for up to four (4) days in the event of the critical illness or death of the employee's mother, father, sister, brother, spouse, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-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 critical illness or death.
- 10.1.2 **Definition:** Critical illness is defined as an illness where death is impending, but recovery is possible.
- 10.1.3 **Not Deducted from Sick Leave:** Such leaves shall be with pay and shall not be deducted from the employee's sick leave.
- 10.1.4 **Documentation:** The District reserves the right to require proof of critical illness or death.

- 10.2 **Critical Illness or Death in Family:** Employees may take up to two days, to be deducted from the employee's cumulative sick leave for the critical illness or death of a friend.
- 10.3 **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) day written notice of the leave and make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer.
- 10.4 **Sick Leave:** Employees in this bargaining unit will be entitled to leave with full pay for actual illness, temporary physical disability, or illness in the immediate family or quarantine. Sick leave will be granted in accordance with the provisions of this labor/management agreement. The word "illness" as it occurs in this contract is understood to include bodily disease or injury or mental affliction, whether or not a precise diagnosis is possible, when such disease or affliction is, in fact, disabling. Other factors defining sick leave are as follows:
- 10.4.1 **Maternity** – maternity cases will include a presumption of disability for a period up to six (6) months following delivery, provided such time away is recommended by the employee's physician.
- 10.4.2 **Ocular and Dental** – necessary ocular and dental care of the employee will be recognized as a proper cause for granting sick leave.
- 10.4.3 **Chemical Dependency** – alcoholism and drug addiction will be recognized as illness. However, sick leave pay for pay for treatment of such illness will be contingent upon two conditions: First, that the employee undergo a prescribed period of hospitalization or institutionalization, and second, that the employee, during or following the above care, participates in a planned program of treatment and rehabilitation approved by the District's Human Resources or Labor Relations Department in consultation with the District's health care provider.
- 10.4.4 **Chiropractors, Podiatrists, and Parenting Leave** – Absences during which ailments were treated by chiropractors or podiatrists will constitute sick leave. Parenting leave pursuant to Minnesota statute will also constitute sick leave.
- 10.4.5 **Allowances and Calculation of Sick Leave:** if permanently certified employees who have completed six (6) months of continuous service are absent due to illness, they will be charged against their allowance of sick leave. Twelve (12) days of medically unverified sick leave may be allowed each year. However, employer may require medical verification at any time with advance notice of such treatment to the employee and/or in cases of suspected fraudulent sick leave claims. Further guidelines are listed below.

10.4.6 **Sick Leave Bank** – All earned sick leave will be credited to the employee's sick leave "bank" for use as needed. The following "bank" stipulations will apply.

- a. Three (3) or more consecutive days of sick leave will require an appropriate health care provider in attendance and verification of this attendance. "In attendance" will be interpreted to include a telephonically prescribed course of treatment by the doctor, which must be confirmed by a prescription or a written statement by the doctor.
- b. No employee may borrow against their sick leave "bank" except those employees who are injured on duty. Such injured employees will be permitted to borrow up to twelve (12) days.
- c. Sick leave in excess of 120 working days will be wholly discretionary with the employer, except that an employee who, in the opinion of the District's health care provider, is permanently and totally disabled from any gainful employment whatsoever, will be entitled to use all sick leave accrual.

10.4.7 **Interrupted Service and Sick Leave** - The following guidelines will apply:

- a. **Return from Military Leave:** Employees returning from military leave will be entitled to sick leave as provided in the applicable Minnesota statute.
- b. **Credit for Prior Service:** An employee, following reinstatement or re-employment within two (2) years after separation will, upon request, receive credit for prior service in computing sick leave credits. These credits will only apply to severance pay benefits and only after such employee has accumulated sufficient sick leave credits following reinstatement or re-employment to qualify for minimum severance pay benefits. No such credit will be applied to an employee reinstated or re-employed for the second or subsequent time.

10.4.8 **Sick Leave termination**

- a. **Work Status Conditions:** No sick leave will be granted an employee who is not actually working or who is not available for scheduled work.
- b. **Layoff:** Layoff of an employee on sick leave will terminate sick leave.

10.4.9 **Medical and Sick Leave Reports**

- a. **Record of Leave:** Payroll Representatives will record on the employee's payroll record all sick leave, vacation and leave without pay according to Human Resources policies and procedures.
- b. **Medical Verification:** An employee may be required to provide medical verification for sick leave to department management no later than two weeks after the payroll period in which it was taken. In its discretion, department management or the Commission may require an employee to provide such medical verification for sick leave prior to the end of the two weeks after the payroll period in which it is taken in the following situations:
  - An employee has been absent on sick leave for three or more

consecutive days;

- An employee has used more than twelve days of unverified sick leave within a calendar year;
- A Request for Leave of Absence for medical reasons has been submitted; or,
- An employee is returning from an extended medical leave of absence.

- c. **Fitness for Duty:** The Human Resources Director or department head may require a satisfactory medical report by the District's health care provider to determine the fitness of any employee to perform the duties of his or her job.

**10.4.10 Sick Leave and Vacation Refunds**

- a. Employees separating from the service will be required to make refund for sick leave and vacation used in excess of accrual at the time of separation.
- b. Employees laid off for lack of work or lack of funds who have used, during the calendar year, sick leave or vacation in excess of their entitlement will not be required to make a refund for such sick leave or vacation. However, employees requesting a layoff out of order who, during the calendar year have used sick leave or vacation in excess of their entitlement, will be required to make a refund for sick leave or vacation used by them in excess of their entitlement.

**10.4.11 Suspensions and Sick Leave**

- a. Employees who have been suspended for disciplinary purposes during the calendar year will not be granted sick leave or vacation allowance for those periods of suspension.

**10.4.12 Sick Leave Deductions for Employees on Leave of Absence Without Pay**

- a. An employee who during the calendar year has been on leave of absence without pay, except a military leave, will not be granted sick leave or vacation allowance for those periods of leave of absence without pay.

**10.5 Worker's Compensation:**

Employees in the classified service may use sick leave or vacation to supplement worker's compensation received (employee must be qualified under the provisions of the worker's compensation statute) where sickness or injury was incurred in line of duty. If sick leave or vacation is used it will be considered that the payments of full salary include the worker's compensation to which the employees are entitled under the statute, and the employees will be given a receipt for such compensation payments. If sick leave or vacation is used the employees' sick leave or vacation credits will be charged only for that number of days represented by the amount paid to them in excess of the worker's compensation payments to which they are entitled under the statute. If an employee is required to reimburse the District for the compensation payments thus received, by reason of the employee's settlement with a third party, his/her sick leave or vacation will be reinstated for the number of days, which the reimbursement equals in terms of salary. In calculating the number of

days, one-half day or more will be considered as one day, and less than one-half day will be disregarded.

- 10.6 **Funeral Leave:** A leave of absence with pay shall be granted in the event an employee in the classified service suffers a death in his/her immediate family in accordance with the following:

10.6.1 **Three Day Leaves:** A leave of absence of three working days shall be granted at the time of death of an employee's parent, stepparent, spouse, registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142, child, stepchild, brother, sister, stepbrother or stepsister.

10.6.2 **Two Day Leaves:** A leave of absence of two working days shall be granted at the time of death of an employee's father-in-law, mother-in-law, grandparent or grandchild or members of employees' households. For purposes of this subdivision, the terms father-in-law and mother-in-law shall be construed to include the father and mother of an employee's domestic partner.

10.6.3 **Additional Time Off:** Additional time off without pay, or vacation, if available and approved in advance of use, shall be granted as may reasonably be required under individual demonstrated circumstances.

- 10.7 **Religious Holiday:** Leave of absence with pay because of religious holidays will be granted by the department head. It may be charged to vacation or may be granted in lieu of overtime the employee may have worked; or the employee may be allowed to work on some regular off day in order to be allowed off on the religious holiday.

- 10.8 **Attendance at Meetings and Conventions:**

Attendance of employees at conventions or meetings authorized by the governing body is not considered a leave from duty and should not be noted on the Absence Report.

- 10.9 **Jury Services:**

10.9.1 **General Statement:** An employee in the classified service who serves as a juror will be granted leave with pay while serving on jury duty. This is contingent upon the employee refunding to the District any fees received.

10.9.2 **State, County, or City Restrictions:** No employees will accept witness fees in any criminal case or any civil case to which the State of Minnesota, the County of Hennepin or the City of Minneapolis is party. This is pursuant to Chapter 441, Special laws of 1889, made a part of Chapter XX of the City Charter by reference, which provides that "any person employed in the service of said city (Minneapolis), who shall be called as a witness to give testimony in any criminal action or proceeding before any justice of the peace of said county, the municipal court of the City of Minneapolis, the district court, the probate court or the grand jury of said county or before a coroner's jury, or in any civil action or proceeding before any of said courts wherein the State of Minnesota, the County of Hennepin or the City of Minneapolis is a party, shall not receive any witness fee or compensation whatever for so appearing and testifying; provided, however, that the

compensation paid by the city or county to such officer or employee for his services shall not be reduced by reason of his absence from work while attending as such witness." Furthermore, when the employee is required to travel outside the City of Minneapolis to be a witness pursuant to the above provisions, the travel time with pay allowed will be computed on the basis of the fastest available method of transportation.

The above provisions contained in Chapter 441, special laws of 1889, will also apply to the following:

- a. In any criminal case to which the Federal Government is a party and in which the employee is subpoenaed as a federal witness.
  - b. In any case where the employee's relation to the case arose from the proper performance of the duties of the employee's District position, provided that the employee may accept witness fees and reimbursements. Such leave will be contingent upon the employee refunding to the District any witness fees that have been received.
- 10.10 **Military Duty:** Pursuant to Minnesota State Law, any District employee who is qualified under the statute is entitled to leave of absence with pay during a period not to exceed fifteen work days in any calendar year to fulfill service obligations.
- 10.11 **Olympic Competition:** Pursuant to Minnesota State Law, a District employee is entitled to leave without loss of pay to participate as a qualified member of the United States Olympic team for an athletic competition in a sport sanctioned by the International Olympic Committee, provided that the period of such paid leave will not exceed the period of the official training camp and competition combined or ninety calendar days a year, whichever is less.
- 10.12 **Bone Marrow Donors:** Pursuant to Minnesota State Law, a qualified District employee who seeks to undergo a medical procedure to donate bone marrow is entitled to paid leave for up to forty hours. Appropriate medical verification shall be required.
- 10.13 **Other Leaves with Pay to be Approved by the Board Of Education:** Leaves of absence with pay in excess of vacation, incidental sick leave, cumulative sick leave, death in immediate family, and physical disability may be granted by the department head and approved by the Board. Such leave will be granted only for sickness, disability, or in exceptional cases and for such reasons as, in the judgment of the Board, are reasonable.
- 10.14 **Right of Employee to Retain Position after Leave:** When employees are granted leaves of absence with pay, such employees at the expiration of such leave will be restored to their position.
- 10.15 **Failure to Report after Leave:** Failure of an employee to report to work at the expiration of leave will be reported in writing to the Board by the head of the department. The employee's non-return will be considered a resignation.

**Article 11 Leave of Absence Without Pay**

- 11.1 **Purpose:** The purpose of this provision is to allow employees in the classified service to request unpaid leave of absence and to establish the criteria under which they may be granted. The provisions of this rule will apply to all employees in the classified service except those employees who are members of a recognized bargaining unit and whose collective bargaining agreement specifies otherwise.
- 11.2 **Definition:** Leave of absence without pay means an absence by a permanent employee as authorized by State Statute or by their department pursuant to the provisions of this rule. Leaves in excess of one payroll period (fourteen calendar days) require approval by the Human Resources Director. Except for emergency situations, leaves must be approved prior to commencement.
- 11.3 **Leaves Governed By State Law**
- 11.3.1 **Military Leave** Employees in the classified service will be entitled to military leaves of absence with and without pay for duty in the regular armed forces or the National Guard or Reserve. At the expiration of such leave, they are entitled to their position or comparable position and receive other benefits according to Minnesota Statutes.
- 11.3.2 **Leave to Serve in an Appointive or Elected Position:** Leaves of absence without pay to serve in an Appointive-Unclassified District position or as a Minnesota State Legislator or full time elective office in a City or County of Minnesota are granted pursuant to applicable State Statute.
- 11.3.3 **Union Leave:** Leave of absence without pay to serve in an elective or appointive position in a labor organization whose jurisdiction covers City or independent board employees are granted pursuant to applicable State Statute. Upon return to active employment, such employees shall be credited for time served on Union leave only for purposes of determining the amount of vacation to which they are entitled each year thereafter and for the further purpose of calculating longevity pay.
- 11.3.4 **Family and Medical Leaves:**
- a. **General:** Pursuant to the provisions of the federal Family and Medical Leave Act of 1993 and the regulations promulgated thereunder which shall govern employee rights and obligations as to family and medical leaves wherever they may conflict with the provisions of this subdivision, leaves of absence of up to twelve weeks in any twelve months will be granted to eligible employees who request them for the following reasons:
- 1) For purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care;
  - 2) When they are unable to perform the functions of their positions because of temporary sickness or disability and/or;
  - 3) When they must care for their parent, spouse, registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142, child, or other dependents and/or members of their households who have a serious medical condition.

- b. **With Pay/Without Pay:** Unless an employee elects to use accumulated paid leave benefits while on family and medical leaves (see paragraph g. below), such leaves are without pay.
  - 1) **Continuation of Benefits:** The Employee's group health, dental and life insurance benefits shall, however, be continued on the same basis as if the employee had not taken the leave.
- c. **Eligibility:** Employees are eligible for family and medical leaves if they have accumulated at least twelve months employment service preceding the request for the leave and they must have worked at least one thousand forty-four hours during the twelve month period immediately preceding the leave. Eligible spouses or registered domestic partners who both work for the District or same independent board will be granted a combined twelve weeks of leave in any twelve months when such leaves are for the purposes referenced in paragraph 11.3.4.a above.
- d. **Notice Required:** Employees must give thirty calendar days notice of the need for the leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for family and medical leaves in writing. Notification requirements may be waived by the District or independent board for good cause shown.
- e. **Intermittent Leave:** - If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child, parent, registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142, or other dependents and/or members of their households who have a serious medical condition, leave may be taken on an intermittent schedule. In cases of birth, adoption or foster placement of a child, family and medical leave may be taken intermittently only when expressly approved by the District or independent board.
- f. **Medical Certification:** The District or independent board may require certification from an attending health care provider on a form it provides and may also request second medical opinions provided it pays the full cost required.
- g. **Relationship between Leave and Accrued Paid Leave:** Employees may use accrued vacation, sick leave or compensatory time while on leave. The use of such paid leave benefits will not affect the maximum allowable duration of leave under this subdivision.
- h. **Reinstatement:** Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in these rules may be granted by the District or independent board within its reasonable discretion, but reinstatement after any additional leave of absence without pay, which may have been granted by the District or independent board in conjunction with family



and medical leaves, is subject to the limitations set forth herein, in Leaves Not Governed by State Law.

**11.4 Leaves Not Governed By State Law:**

11.4.1 Employees may be granted leaves of absence for reasonable periods of time if the requests for leaves are approved by their departments and are consistent with these rules. Employees on leave in excess of six months will, at the expiration of the leave, be placed on the appropriate layoff lists if no vacancies exist in their classifications. Employees on leaves of less than six months will, at the expiration of the leaves, return to their departments to positions in their classification.

11.4.2 Leaves under this provision may be granted for the following purposes:

- a. Temporary illness, disability or maternity properly verified by a medical authority;
- b. To serve in an unclassified District position not covered by State Statute;
- c. To pursue education that benefits the employee in seeking advancement opportunities in the District or to perform their job duties more effectively;
- d. For personal convenience not to exceed one year.

11.5 **Budgetary Leave:** Upon request by an employee and when authorized by the funding authority, leaves of absence without pay for up to ninety calendar days may be granted by the employer each year for the purpose of reducing the employer's operating budget. Such employees will be credited with seniority, vacation, and other benefits as if they had actually worked those hours.

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**Article 12 Salaries**

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12.1 **Salary Schedules:** Appendix A, attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees.

**12.2 Schedule Improvements and Payments:**

12.2.1 Effective July 1, 2021: 1.0% general increase to the salary schedule.

12.2.2 Effective July 1, 2021 through December 31, 2021, the current and only incumbent will receive a 2.0% wage increase.

**12.3 Salary and Step Progression:**

**12.3.1 Wage Rate Pending Negotiation of a Successor Agreement:**

- a. In the event a successor Agreement is not entered into prior to the expiration date, an employee shall continue to be compensated at the rate in effect on the expiration date, until a successor Agreement is fully ratified.
- b. The employee shall not advance a step on the salary schedule after the expiration date and, while the parties are negotiating a successor Agreement. Step advancement after the expiration date, is dependent upon the outcome of the negotiations for the successor Agreement.

**12.3.2 Eligibility:**

- a. **Work Days Requirement:** Employees must have worked 110 days in the job classification in order to be eligible for any salary increase under this article.
- b. **Satisfactory Work Performance:** 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 the specific reasons therefore. All such denials or delays shall be grievable under the provisions of Article 18 of this Agreement.

**Article 13 Insurance Benefits**

**13.1 Eligibility:** To be eligible for insurance benefits the employee must be paid on the pay schedule for bargaining unit employees.

**13.1.1 Benefit Coverage.** 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. Effective January 1, 2022, domestic partner benefits will be offered as a component of the District's Enhanced Benefits Plan.

**13.1.2 Basic Eligibility:** The district agrees to offer group health and life insurance benefits to eligible permanent certified employees covered by this collective bargaining agreement.  
The employee must be assigned and working twenty (20) or more hours per week to qualify.

**13.1.3 Leaves of Absence:** The employee on an approved leave of absence may participate in group insurance benefits subject to Article 13, Section 13.2.5.

**13.1.4 Employees on Layoff:** Employees who are laid off may continue coverage at their own expense as provided by federal and state continuation coverage laws.

**13.2 Enrollment:**

**13.2.1 Life Insurance:** The employee is automatically enrolled in life insurance.

**13.2.2 Health and Dental Insurance:** The employee must enroll to be covered by health insurance. An employee may waive all or some insurance coverage by completing a waiver of coverage form.

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

**13.2.4 Effective Date of Coverage:** Enrollment forms must be received by the Employee Benefits Office 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 Benefit Office. Employees must be actively at work on the effective date of coverage.

13.2.5 **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 thirty (30) calendar days of returning from leave, must wait for the next open enrollment period to enroll.

13.2.6 **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.

### 13.3 **Health Coverage:**

13.3.1 **Enrollment:** The employee must enroll to receive health plan coverage. Employees may enroll in employee, employee only + 1, only or family coverage.

#### 13.3.2 **District Contribution:**

- a. **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.
- b. **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.
- c. **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.

### 13.4 **Dental Insurance:**

13.4.1 **Eligibility:** The Board of Education agrees to provide dental insurance through a carrier to be selected by the Board of Education for all employees who are permanent certified and who work twenty (20) or more hours per week.

**13.4.2 District Contribution:**

- a. **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.
- b. **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.

**13.5 Life Insurance:**

- 13.5.1 **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.
- 13.5.2 **Supplemental Life Insurance:** Insurance eligible employees may purchase additional life insurance in \$10,000 increments up to \$100,000 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.

**13.6 Before-Tax Benefits:**

- 13.6.1 **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 Benefit Office. 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.
- 13.6.2 **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.
- 13.6.3 **Flexible spending account (FSA):** An employee may designate an amount per year to be placed in his/her Flexible Spending Account (as

defined in Section 125 of the Internal Revenue Code as amended from 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 MERF and PERA and pension deductions shall be based on gross earnings.

**13.6.4 Tax Deferred Savings Plans (Deferred Compensation):**

- a. **Eligibility:** Benefit eligible 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.
- b. **District Annual Matching Payments:** The District will make an employer matching payment to the tax-deferred savings plans up to a maximum District match based on a calendar year. The District Payment will be made to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 403(b) Plan.
- c. **Match Requirements:**
  - 1) **Match Amount:** The District will pay an annual match payment of up to \$550.00 for employees participating in a deferred compensation plan, as outlined above.
  - 2) **Payments:** The District will match any amount of employee contributions up to the match as noted in a. (above). 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 calendar year.
  - 3) **Deferred Amounts:** Only deductions that employees defer during the match period shall be matched by the District.
  - 4) **Employee Requirements:** The employee must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year, to qualify for the match
- d. **Social Security and Medicare Taxes:** All employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457) are subject to social security and Medicare taxes. All employee contributions to the 403(b) plan are subject to Social Security and Medicare, but employer contributions to the 403(b) plan are not subject to Social Security and Medicare.
- e. **Deferral Limits:**
  - 1) **Exceeding IRS Limits:** Employees should ensure that tax-deferred payments do not exceed IRS limits. If limits are exceeded, the District will stop deductions to these accounts.
  - 2) **Employer Contributions:**
    - 403(b) employer contributions are in addition to your limit
    - 457 employer contributions are included in your limit

- 3) 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.
- f. **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.
- 13.7 **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.

## Article 14 Sick Leave Reimbursement

- 14.1 **Annual Cash Payment Option:** Employees who have accumulated at least 480 hours of unused sick leave may, at their option, continue accumulating sick leave or receive a cash payment at a time determined by the District, but no later than June 30 of the same year, for any unused sick leave above 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%

**ELIGIBILITY:** This provision does not apply to any employee hired after July 1, 2010

- 14.2 **Sick Leave Severance:**

- 14.2.1 **Severance Amount:** Employees who separate their employment in good standing with District at any age with 480 or more hours of accrued sick leave and at least thirty (30) years of service or with at least 480 hours of accumulated sick leave at the age sixty (60) or more after twenty (20) years of service shall be paid fifty (50) percent of their leave balance at their rate of pay on the date of termination of their employment.
- a. **MERF Employees:** However, Employees participating in the Minneapolis Employees Retirement Fund ("MERF") may cash out fifty (50) percent of their accrued sick leave when terminating their employment if they have twenty-nine (29) years of service credit in MERF.
- 14.2.2 **Death of the Employee:** In the event an eligible employee dies, the beneficiary named by the employee to receive his/her life insurance benefits shall receive unpaid vacation and/or sick leave benefits at the rate the employee was receiving at the time of his/her death. The

beneficiary will receive payment within one month after receipt of a death certificate.

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**Article 15 Mileage Allowance**

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Effective March 1, 2012, the use of employee-owned vehicles for Board of Education purposes shall be compensated at the current IRS approved rate adopted by the Board.

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**Article 16 Tool and Shoe Allowance**

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16.1 **Tool Allowance:** Tools may be ordered with the approval of General Foreman

16.2 **Shoe Allowance:** Effective 2013-2014 and thereafter, the District shall provide a shoe allowance of \$150.00 per year. Any remaining balance may be carried over from one year to the next, with a maximum allowance of \$300.00 available.

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**Article 17 Corrective Action**

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17.1 **Relationship To The Minnesota Public Employees Labor Relations Act:** Under the Minnesota Public Employees Labor Relations Act, employees in a recognized bargaining unit may choose to grieve the disciplinary action through their contract provisions.

17.2 **Just Cause.** The Board will discipline employees who have completed the required probationary period only for just cause.

17.3 **Appeal Options:**

17.3.1 **Grievance Procedure:** A written reprimand, suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure of this Agreement.

17.3.2 **Alternative Appeal Processes:** In the alternative, where applicable, an employee may seek redress through a procedure such as Veteran's Preference hearing (see 17.7 below concerning veterans' rights.)

17.3.3 **Appeal Process Limitation:** Once a written grievance or appeal has been properly filed or submitted by the employee or on the employee's behalf through the grievance procedure of this Agreement or another available procedure, the employee's right to pursue redress in an alternative form or manner is terminated. The aggrieved employee shall indicate in writing which procedure is to be utilized, and shall sign a statement to the effect that the choice of any other hearing procedure precludes the aggrieved employee from making a subsequent appeal through the grievance procedure of this Agreement..

17.3.4 **Probationary Employee:** An employee who has not completed the probationary period has no rights to appeal.

17.4 **Cause for Disciplinary Action.** The two primary causes for disciplinary action and removal are substandard performance and misconduct.

17.4.1 **Substandard Performance**

- a. Employees who are unable or unwilling to perform their job tasks at minimum acceptable standards are subject to disciplinary procedures.
- b. 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.
- c. 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 period of prescribed treatment within the last five years while a District 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.
- d. Failure to meet or continue to meet an established requirement of the position, e.g. residency, license or registration.

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

- a. Tardiness and absenteeism.
- b. Sick leave abuse.
- c. Absence without leave.
- d. Insubordination (disobedience, abusive language or behavior).
- e. Willful or negligent damage of District property.
- f. Interference with the work of other employees.
- g. Sexual harassment.
- h. Misappropriation of District property, funds or money.
- i. Violation of safety rules, laws, and regulations.
- j. Discourtesy to public or fellow employees.
- k. Physical abuse, brutality or mental harassment.
- l. Accepting gifts from the public in connection with performance of duties as a District employee.
- m. Criminal or dishonest conduct unbecoming to a public employee, whether such conduct was committed while on duty or off duty.
- n. Reporting to work under the influence or in possession of alcohol or illegal drugs, or using such substance on the job.
- o. Soliciting or receiving funds for political purposes or personal gain during work.



- p. Using authority or influence to compel an employee to become politically active.
- q. Use or threat of political influence on employment status.
- r. Violation of department or District rules, policies, or procedures or City ordinance.
- s. Knowingly making a false material statement to the District's representative during an investigation into employment related misconduct.
- t. Other justifiable causes as specified.

17.5 **Types of Disciplinary Action.** It is the intent of the District 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.

- 17.5.1 **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.
- 17.5.2 **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.
- 17.5.3 **Suspension:** Employees may be suspended without pay for disciplinary reasons for periods not to exceed ninety calendar days. Suspension of thirty-one to ninety calendar days may be appealed by the employee through the grievance procedures. In general, suspensions are more appropriate in situations involving misconduct rather than substandard performance.
- 17.5.4 **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.
  - a. Temporary demotions, those up to one hundred eighty days, are appropriate for misconduct.
  - b. Permanent demotions, those over one hundred eighty days, are appropriate for substandard performance.
  - c. A voluntary demotion may be granted to avoid other disciplinary action if agreed to by the employee and by management.
  - d. 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.
- 17.5.5 **Discharge:** Discharge of an employee is appropriate for persistent substandard performance, gross or repeated misconduct, or severe initial misconduct.

**17.6 Notification.**

- 17.6.1 The Human Resources Department, the employee, and the employee's representative must be given timely notification of the disciplinary actions listed below.
- a. Suspension
  - b. Demotions (including salary decreases)
  - c. Discharges
- 17.6.2 The notification must state the specific reasons for the disciplinary action. To insure that the notification is necessary and appropriate, it is recommended that a "cooling off" period of at least twenty-four hours elapse before a disciplinary action be taken.
- 17.6.3 In cases of gross misconduct or behavior, which threatens the safety, or well-being of other workers or the public, immediate action may be necessary.

**17.7 Appeal Rights of Veterans**

The right of non-probationary veterans of military service to disciplinary hearing is subject to Minnesota Statute 197.46. When the District notifies a veteran that he/he will be removed from employment, a tentative hearing date will be scheduled. The hearing will be scheduled no more than twenty calendar days following the end of the veteran's thirty (30) appeal period or the receipt of the appeal notice, whichever occurs first.

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**Article 18 Grievance Procedure**

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**18.1 Definitions:**

**Grievance.** A dispute or disagreement as to the interpretation or the application of any term or terms of any contract required under Minnesota Statutes Section 179A.

**Grievant.** An individual employee or small group of employees alleging a grievance. The exclusive representative may file and carry a grievance if the grievance directly affects more than five (5) employees. The names and work locations of the employees directly affected shall be noted with the filing of the grievance.

**Days.** Calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes, or other recess periods during the grievant's work year. If the exclusive representative is the grievant, the work year would be that of the majority of employees directly affected.

**Service.** Personal service or by certified mail.

**Reduced to Writing.** A concise statement outlining the nature of the grievance, the specific provision(s) of the contract in dispute, and the relief requested.

**Small Group of Employees.** A group of employees consisting of five (5) or less.

**Answer.** A concise response outlining the employer's position on the grievance.

**Superintendent.** The top administrator in the school district or the top administrator's designee.

- 18.2 **Time Limitation And Waiver:** 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 occurred. Written notice by the employer or its designee to an employee giving notice of prospective action shall constitute one such event giving rise to a grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.
- 18.3 **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.
- 18.4 **Adjustment Of Grievance:** The employer and the grievant shall attempt to adjust all grievances which may arise during the course of employment of any employees within the school district in the following manner:
- 18.4.1 **Level 1: Immediate Supervisor's Level.**
- a. **Informal Discussion of Grievance:** A grievant with an alleged grievance will first discuss it with the grievant's immediate supervisor or the immediate supervisor's designated representative with the objective of resolving the matter informally.
  - b. **Filing of Grievance with Immediate Supervisor:** If the grievant is not satisfied with the disposition of the grievance at Level I (a) the grievant may file the grievance in writing with the grievant's immediate supervisor on a form prepared for this purpose within twenty (20) days after the event giving rise to the alleged grievance occurred.
  - c. **Decision of Immediate Supervisor:** Within eight (8) days after written presentation of the grievance to the immediate supervisor, the immediate supervisor shall make a decision and send the same in writing to the grievant submitting the grievance and to the exclusive representative. A copy of the decision shall be forwarded to the director of personnel.
- 18.4.2 **Level 2: Employer's Representative Level.** (Designated by the Chief Human Resources Officer)
- a. **Filing of Grievance with Employer's Representative:** If the grievant is not satisfied with the disposition of the grievance at Level I, within five (5) days of the date the decision should have been made or if no decision has been rendered within fifteen (15) days after written presentation of the grievance at Level I, the grievant or the exclusive representative if requested by the grievant, may file the grievance with the employer's representative.

- b. **Decision of the Employer's Representative:** Within ten (10) days after written presentation of the grievance to the employer's representative, the employer's representative shall meet with the grievant and the grievant's representative if requested by the grievant. Within five (5) days following such meeting the employer's representative shall make a decision and send the same in writing to the grievant submitting the grievance and to the exclusive representative. A copy of the decision shall be forwarded to the director of personnel.

#### 18.4.3 **Level 3: Superintendent**

- a. **Filing of Grievance with the Superintendent:** If the grievant or the exclusive representative is not satisfied with the disposition of the grievance at Level II, within five (5) days of the date the decision should have been made or if no decision has been rendered within fifteen (15) days after written presentation of the grievance, the grievant or the exclusive representative if requested by the grievant may file the grievance with the superintendent.
- b. **Meeting with the Superintendent:** Within ten (10) days after receipt of the written grievance by the superintendent, the superintendent or superintendent's designee will meet with the grievant and the grievant's representative if requested by the grievant in an effort to resolve the grievance.
- c. **Decision of the Superintendent:** Within ten (10) days after the meeting, the superintendent or designee shall make a decision and send the same in writing to the grievant presenting the grievance and to the exclusive representative.

#### 18.4.4 **Level 4: Arbitration Level**

- a. **Filing for Arbitration:** If the grievant is not satisfied with the disposition of the grievance at Level III, within ten (10) days of the date the decision has been made, or if no decision has been rendered within twenty (20) days after a meeting with the Superintendent, or if no meeting has been held within twenty (20) days after presenting the grievance to the superintendent, arbitration may be requested by the grievant or the exclusive representative if requested by the grievant, by serving a written notice on the director of personnel of the grievant's intent to proceed with arbitration.
- 1) **Selection of Arbitrator:** The employer and the grievant shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the grievant are unable to agree on an arbitrator, a request for a list of arbitrators may be made to the Bureau of Mediation Services. The parties will then be bound by the rules and procedures of the Uniform Arbitration Act in the selection of an arbitrator. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

- b. **Modification of the Agreement:** The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.
- c. **Binding Decision:** The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereof, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.
- d. **Loss of Wages:** Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows: 1) the number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or 2) if the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

#### 18.5 General:

- 18.5.1 **Severability:** The provisions of this grievance procedure shall be severable and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.
- 18.5.2 **Reprisals:** No reprisals of any kind will be taken by the Board of Education or by any member of the administration against any grievant, any representative of a grievant, or any other participants in the grievance procedure by reason of such participation.
- 18.5.3 **Employee Rights:** Nothing herein shall be construed to limit, impair or affect the right of any employee, or group of employees, as provided in state statutes.
- 18.5.4 **Time Limits:** The parties by mutual agreement may waive any step and extend any time limits in the grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or in the case of the employer, any such failure to respond at each level of the grievance procedure within the prescribed time limits may be an appropriate issue for an arbitrator to consider in making his/her award.

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**Article 19 Additional Provisions**

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- 19.1 **Civil Service Commission Rules:** The parties to this Agreement expressly recognize that certain terms and conditions of employment were previously governed by the Rules of the City of Minneapolis Civil Service Commission and that the applicable Rules of the City of Minneapolis Civil Service Commission are superseded by this Agreement. 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.
- 19.2 **Access to Personnel Records:** The Human Resources Department will establish a procedure for access to personnel records that conforms with appropriate local, state, and federal regulations. Unless otherwise specified in the law, employees will have access to review their own personnel records.
- 19.3 **Probation Period:**
- 19.3.1 **Probation Following Initial Employment.** The probationary period is the final step in the selection process before the employee gains permanent status. Unless otherwise specified in a current collective bargaining agreement the following probation guidelines will be observed:
- a. **Objective:** The primary objectives of a probationary period are training and evaluation of the new employee's job performance. There should be ongoing training and informal review and feedback of job performance of the probationary employee. In addition, there shall be at least one formal review of job performance at which time the employee is clearly informed of any deficiencies in performance that must be corrected in order to successfully complete probation. Such formal review shall be scheduled to allow adequate time for the employee to correct any deficiencies before the end of the probationary period. Any employee whose performance is unsatisfactory after reasonable time has been allowed for improvement should be released during the probationary period.
- b. **Duration:**
- 1) **Permanent, Full Time Employees:** All full-time permanent employees serve a six-month probationary period. Completion of probation requires working six full months (1040 hours) within a twelve-month period.
- 2) **Permanent, Part-time or Intermittent employees:** must serve a probationary period of at least six full months (1040 hours) within a twelve-month period with hours prorated according to job assignment.
- 3) **Probation Following Layoff:** Employees who have passed probation and have been laid-off are not required to serve a new probationary period when re-certified to the same class unless the job has significantly changed.

- 4) **Temporary Employment:** Temporary service in a position immediately preceding certification to that position, without interruption, shall count towards satisfaction of the probationary period. It will also count toward benefits eligibility (without retroactivity for benefits) and pay progression requirements, provided the duties of the temporary and permanent assignments are the same.

19.3.2 **Probation Following Promotion.** Permanent employees who obtain a promotion or voluntary transfer of title to a different job class within the District must serve a new probationary period. Unless otherwise specified in a current collective bargaining agreement the following probation guidelines will be observed.

a. **Objective:**

- 1) **Performance:** Because the promotion or change to a different job class requires employees to demonstrate different job skills or assume additional responsibilities, their job performance is to be evaluated by the employing department as if they were new employees. Employees who are substandard in the performance of their new responsibilities are subject to disciplinary action up to demotion to their status class before promotion. Such action taken during probation is not appealable.
- 2) **Substandard Performance or Misconduct:** However, employees who exhibit misconduct or who are substandard in the performance of their responsibilities for reasons which would also affect their performance and for which there may have been disciplinary action up to discharge from their current position. Permanent employees may appeal such actions.

b. **Duration**

- 1) **Full Time Permanent Employees:** Full-time permanent employees serve a six-month probationary period. Completion of probation requires working six full months (1040 Hours).
- 2) **Part-time Permanent:** Permanent, Part-time or Intermittent employees must serve a probationary period of at least six full months (1040 Hours) within a calendar year with hours prorated according to job assignment.
- 3) **Temporary Employment:** Temporary service in a position immediately preceding certification to that position, without interruption, shall count towards satisfaction of the probationary, benefits eligibility (without retroactivity) and pay progression requirements, unless the job hired into has significantly changed from that of the temporary service.

19.3.3 **Veteran's Hearing:** A Veteran discharged or demoted during probation is not entitled to a hearing under Minnesota Statute 197.46.

19.3.4 **Probation Report:** Probation reports recommending either continuation of employment or discharge must be submitted to the Human Resources

Department prior to expiration of the probationary period or the employee(s) will automatically pass probation.

19.4 **Temporary Assignment (Detail):** The guidelines for temporary assignment are listed below.

19.4.1 **Duration:** District departments may assign District employees on a temporary basis up to one hundred eighty calendar days if one of the following conditions exists:

- a. The vacancy is pending classification or appointment from a list of qualified candidates.
- b. The vacancy is of a temporary nature.

19.4.2 **Extensions:** Any extensions beyond the one hundred eighty calendar days may occur under the following conditions:

- a. Replaces an employee on a leave of absence, or,
- b. Vacancy is of a temporary nature, and,
- c. Consistent with the current labor agreement, if applicable.

19.4.3 **No Change in Permanent Status:** It is the department's responsibility to inform the person approved for temporary assignment that the assignment does not confer any permanent change in status.

19.5 **Layoff, Re-Employment, Reinstatement, And Restoration**

19.5.1 **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.

19.5.2 **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. Then, pursuant to the following guidelines, the Human Resources Department will determine the status of those persons affected, will submit such information to the department(s) involved, and the department will make proper notification to the employees involved.

a. **General Order of Layoff:** Except when layoff is for medical or other similar reasons, layoffs shall be made in the following order:

- 1) **Temporary Employees:** Persons who have been appointed to temporary positions.
- 2) **Permanent Employees:** Persons appointed to permanent positions.
- 3) **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.



- b. **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 Board or department may require a satisfactory medical report from the District's health services provider before re-employment. Generally, if the period of time an employee is expected to be off the job is less than six months, a leave without pay may be a more appropriate action.
- c. **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.

#### 19.5.3 Recall of Laid off Employees.

- a. **Recall:** Any employee in the classified service who has been laid off may be recalled without examination in a vacant position of the same class within three years of the layoff.
- b. **Removal from Recall List:** 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.
- c. **Expiration of Recall Period:** Failure to receive an appointment within the three years will result in the eligible candidate's name being dropped from the recall list.
  - 1) **Military Service:** However, the eligibility of employees on the recall list shall be extended for the period of military service upon due notice to the Board by employee of such military service.

#### 19.5.4 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 Article 8), 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.

### 19.6 Resignations

- 19.6.1 **Withdrawal of Resignation:** A person may request to withdraw a resignation at any time within five calendar days after the last day actually at work on the job. The decision to accept the withdrawal shall be determined solely by the employer.
- 19.6.2 **Termination by Abandonment of Position:** The absence of an employee from duty for a period of three successive days or longer, without leave and without notice to their supervisor of the reason for such absence and of their intention to return, will be considered a resignation.

- 19.6.3 **Resignation by Acceptance of Another Position in the District:** Whenever employees of any position in the service of the District accept appointment to a position of another class, they will be considered to have resigned from the former position.
- 19.6.4 **Failure to Return Following Suspension or Leave of Absence:** Failure of employees to return to their positions on the date of expiration of suspension or leave of absence will be considered in effect a resignation.

## 19.7 Definitions

- a. **Appointing Officer.** The person empowered by law or by delegated authority to make appointments to positions in the District service.
- b. **Appointment.** The actual hire of an eligible candidate into the classified service. Usually three persons are certified for a vacancy, but a District department interviews, selects, and generally appoints only one. The date on which employment with the District begins is the original appointment date.
- c. **Bumping.** The process whereby an employee who is laid off may according to Board rules or according to their collective bargaining agreement have an option to displace another employee in the classified service, if certain conditions are met.
- d. **Certification.** The process of sending out to the requisitioning department the names of persons from the list of eligible candidates who are certified as qualified in all respects by virtue of having passed the entire Human Resources Department selection process.
- e. **Classified Service.** The group of District employees who hold job titles included in the official listing published by the Board of Education.
- f. **Board.** The Board of Education for Special School District No. 1, Minneapolis Public Schools.
- g. **Detail.** The temporary assignment of current District employees to different job classes than their status class.
- h. **Employee.** Every agent and worker in the classified service of the District.
- i. **Human Resources Department.** The Human Resources Director and his or her staff.
- j. **Immediate Family.** The father, mother, wife, husband, sister, brother, children, guardian, ward or any person who has been a member of the employee's household including registered domestic partners immediately prior to application of the rule for granting one day sick leave for illness in the immediate family.
- k. **Job Class.** One or more positions sufficiently similar with respect to duties and responsibilities so that the same descriptive title may be used to designate each position assigned to the class, the same general qualifications are needed for performance of the duties of the class, the same tests may be used to select employees, and the same schedule of pay can be applied with equity to all positions in the class.
- l. **Job Class Title.** The official title of every position assigned to the class and is used on all payrolls, budget estimates, and official records and reports relating to such

positions. However, any other title desired by departmental officials may be used to designate any position for purposes of internal departmental administration and in any other connection not involving the personnel processes covered by the Charter or these Rules. The departmental title is referred to as the "working title".

- m. **Layoff.** The reduction of employees in accordance with Board rules or collective bargaining agreement provision, whichever is applicable.
- n. **List or Register of Eligible Candidates.** The list of all candidates who successfully pass an examination and are ranked from highest to lowest according to final scores.
- o. **Merit.** The principle and policy whereby personnel decisions are based upon ability and competence and not upon political affiliation or patronage considerations.
- p. **Military Leave.** A leave of absence with or without pay granted under Minnesota Statutes to employees during military service, and as described in the articles of this contract.
- q. **Permanent Employee.** An employee in the classified service who has successfully completed the probationary period.
- r. **Position.** Any specific single job calling for the performance of a certain set of job duties.
- s. **Probationary Period.** A working test period after permanent or recurrent appointment during which a new employee is required to demonstrate fitness for the position by actual performance of the duties of the position.
- t. **Reinstatement.** The placement of a satisfactory former employee who completed probation on a list of candidates eligible for rehire for up to two years.
- u. **Veteran.** A person defined as a veteran by Minnesota Statutes.
- v. **Veterans Preference.** Preference granted to veterans by Minnesota Statutes.

## Article 20 Non-Discrimination

- 20.1 **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, genetic information, affectional orientation, or receipt of public assistance.
- 20.2 **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.

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**Article 21 Severability Clause**

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- 21.1 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 state or federal 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. The provision found to be contrary to state or federal law shall be renegotiated by the parties.

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**Article 22 Complete Agreement**

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- 22.1 **Effect:** This agreement constitutes the full and complete agreement between the Board of Education and District Lodge No. 77 representing machinist foreman and machinists of the district. 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.
- 22.2 **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.
- 22.3 **Civil Service Rules:** The parties to this Agreement expressly recognize that certain terms and conditions of employment were previously governed by the Rules of the City of Minneapolis Civil Service Commission and that those Rules are superseded by this Agreement. 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.

**Article 23 Duration of Agreement**

This agreement shall be in force and effect for twelve (12) months from July 1, 2021 and ending June 30, 2022, 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, 2022.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract on this 9<sup>th</sup> day of November, 2021

**Special School District No. 1**

  
Kim Ellison (Dec 2, 2021 14:57 CST)

Chairperson, Board of Education

  
Candra Bennett (Dec 1, 2021 18:01 CST)

Candra Bennett  
Executive Director, Human Resources

**International Association of Machinists and Aerospace Workers  
District Lodge No. 77, AFL-CIO**

  
John J Steigauf (Dec 1, 2021 16:06 CST)

John Steigauf  
Directing Business Representative

APPROVED  
November 9, 2021  
Board of Education  
Meeting

**APPENDIX A. Salaries**

**MACHINIST AND MACHINIST FOREMAN**

**Hourly Salary Rates**

<b>Classification</b>	<b>Step</b>	<b>7-1-2021</b>
<b>Machinist</b>	1	28.80
	2	29.35
	3	29.95
<b>Machinist Foreman</b>		31.43

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