

MEMORANDUM OF AGREEMENT

BETWEEN

**SPECIAL SCHOOL DISTRICT NO. 1
Minneapolis Public Schools**

AND

**LOCAL 292
of the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

Effective

July 1, 2018 through June 30, 2021

MINNEAPOLIS PUBLIC SCHOOLS
Minneapolis, MN 55411

An Equal Opportunity Employer

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AGREEMENT

Article 1 Definition of Agreement

- 1.1 **This Agreement** is made and entered into by and between the Board of Education, Special School District No. 1, Minneapolis, Minnesota, hereinafter referred to as the "District," and Local 292 of the International Brotherhood of Electrical Workers, AFL-CIO, Minneapolis, Minnesota, hereinafter referred to as the "Union".
- 1.2 **Purpose:** It is the purpose and intent of this Agreement to achieve and maintain sound, harmonious and mutually beneficial working and economic relations between the parties hereto; provide an orderly and peaceful means of resolving differences or misunderstandings which may arise under this Agreement; not to supersede any rights of an employee or delegations of the District provided for in any federal or state statute, or rule or regulations adopted thereunder, including Minn. Stat. Sections 128D.01, 197.455, and 197.46, and to set forth herein the complete and full agreement between the parties regarding terms and conditions of employment. The parties hereto agree as follows:

Article 2 Recognition

- 2.1 The District recognizes the Union as the exclusive representative for all permanent employees in the job classifications listed in Appendix E who are employed by the District for more than fourteen (14) hours per week and for more than one hundred (100) work days per year excluding supervisory, confidential, and all other employees.

Article 3 Definitions

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

- 3.1 **Appointing Officer:** the person empowered by law or by delegated authority to make appointments to positions in the District.
- 3.2 **Appointment:** the actual hire of an eligible candidate into the classified service. Usually three persons are certified for a vacancy, but a department interviews, selects, and generally appoints only one. The date on which employment with the District begins is the original appointment date.
- 3.3 **Bumping:** the process by which an employee who is laid off may have an option to displace another employee in the classified service, if certain conditions are met.
- 3.4 **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.
- 3.5 **Classified Service:** the group of District employees who hold job titles that are non-licensed.
- 3.6 **Commission:** the Civil Service Commission.

- 3.7 **Detail:** the temporary assignment of current employees to different job classes than their status class.
- 3.8 **Employee:** a permanent electrical trades worker covered by this Agreement.
- 3.9 **Human Resources Department:** the Human Resources Director and his or her staff.
- 3.10 **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.
- 3.11 **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.
- 3.12 **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 this Agreement. The departmental title is referred to as the "working title."
- 3.13 **Layoff:** the reduction of employees in accordance with this collective bargaining agreement.
- 3.14 **List of Eligible Candidates:** the eligible register that includes the names of all candidates who successfully meet qualifications of the position.
- 3.15 **Merit:** the principle and policy whereby personnel decisions are based upon ability and competence and not upon political affiliation or patronage considerations.
- 3.16 **Military Leave:** a leave of absence without pay granted under the Minnesota Statute to employees during military service.
- 3.17 **Permanent Employee:** an employee in the classified service who has successfully completed their probationary period.
- 3.18 **Position:** any specific single job calling for the performance of a certain set of job duties.
- 3.19 **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.
- 3.20 **Reinstatement:** the placement of a satisfactory former employee who completed probation on a list of candidates eligible for rehire for up to two years.
- 3.21 **Service:** (see Classified Service)
- 3.22 **Unclassified Service:** that group of positions not required to hold a teaching or administrator license.
- 3.23 **Veteran:** a person defined as a veteran by Minnesota Statutes.
- 3.24 **Veterans Preference:** preference granted to veterans by the Minnesota Statutes.

Article 4 Rights and Obligations of Employees

- 4.1 **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.
- 4.2 **Payroll Deductions:**
- 4.2.1 **Union Dues, Fees and Payroll Deductions:** In recognition of the Union as the Executive Representative, the District shall deduct an amount sufficient to provide the payment of the regular monthly Union membership dues uniformly established by the Union from the wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union. The Union shall certify to the District, in writing, the current amount of regular monthly membership dues, which it has uniformly established for all members. Such deductions shall be cancelled by the District upon a written request made by the involved employee to the Union with a copy to the appropriate departmental payroll office.
- 4.2.2 **Time of Deductions:** The District shall deduct such membership dues or fees in accordance with Minnesota Statutes 179A.06, Subd. 3, each payroll period. In the event an employee covered by the provisions of the section has insufficient pay to cover the required deduction, the District shall have no further obligations to effect subsequent deductions for the involved payroll period.
- 4.2.3 **Remittance:** The District shall remit membership dues and fair share fee deductions made pursuant to the provisions of this section to the appropriate designated officer of the Union by the 15th of the month following the month of deduction along with a list of names of the employees from whose wages deductions were made and not made.
- 4.2.4 **Indemnification:** The Union will indemnify, defend and hold the District harmless in any Claim made of or against the District, its Officers or employees by reason of payroll deductions.
- 4.3 **Subcontracting and Privatization:** The District shall provide the Union with written notice prior to the effective date of any subcontract or privatization agreement which may have an adverse effect on bargaining unit employees. At the request of the Union, the Parties shall meet and negotiate in an effort to minimize the adverse effects of the District's decision upon affected bargaining unit employees.
- 4.4 **Probation Period:**
- 4.4.1 **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:
- 4.4.2 **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.

4.4.3 Duration

- a. **Permanent, Full Time Employees:** All full-time permanent employees serve a six-month probationary period. Completion of probation requires working six full months within a twelve-month period.
- b. **Permanent, Part-time or Intermittent employees:** Permanent, Part-time or Intermittent employees must serve a probationary period of at least six full months within a twelve-month period with hours prorated according to job assignment.
- c. **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.
- d. **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.

4.4.4 **Veteran's Preference:** A Veteran discharged during probation is entitled to a hearing.

4.4.5 **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.

Article 5 District's Rights and Obligations

5.1 **Management Responsibilities:** It is the obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

5.2 Inherent Managerial Policy:

5.2.1 The District's inherent managerial policies include, but are not limited to, such areas of discretion as the functions and programs of the school system, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

5.2.2 The District has the right and is entitled, without negotiation or reference to any agreement resulting from negotiation, to operate and manage its

affairs solely at its discretion and in any lawful manner not otherwise limited by this Agreement.

- 5.2.3 The District, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the District in all of its various aspects, including, but not limited to, the right to direct the working forces; 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 District rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

Article 6 Vacation and Leaves

6.1 Leave Of Absence With Pay

Purpose: The purpose of this provision is to provide equitable and competitive paid leave for vacation, illness and other reasons for employees.

6.1.1 **Vacation.** Employees in the classified service are entitled to leave with full pay for vacation purposes in accordance with the provisions of this rule or in accordance with the provisions of an applicable collective bargaining agreement, where such contract specifies otherwise. Vacation leaves are to be taken at such reasonable time as approved by the department head with particular regard to the needs of the service, seniority of employee, and, insofar as practicable, with regard to the wishes of the employee.

a. **Qualification for Receiving Vacation.** Vacation with full pay will be granted to permanent employees in accordance with the guidelines below:

- 1) **Permanent, Full-Time:** Full-time permanent employees who have completed six months of continuous service will be credited one year toward vacation increments for each year of continuous service worked.
- 2) **Permanent, Part-Time:** Part-time permanent employees who have completed probation will be credited one year toward vacation increments for each year that they worked at least half-time or more.
- 3) **Changes in status:** Permanent employees who change status between full-time, part-time or seasonal work without a break in

service will retain the number of years of service that they earned toward vacation increments in their previous status. A change in status will under no circumstance result in an increase in the number of years of continuous service.

4) **Other guidelines**

- i. **Leaves of Absence:** Applicable laws, rules, policies and collective bargaining agreements will determine credit toward years of service for time on authorized leave of absence without pay. Authorized leaves of absence without pay will not be considered to interrupt periods of employment if the returning employee accepts employment to the first available vacancy upon the expiration of leave.
 - ii. **Recall from 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 consecutive months will not be counted towards years of service for vacation entitlement.
 - iii. **Return from job-related disability:** Upon return to work, employees will be credited for the time served on duty disability pension as the result of disability incurred on the job. This time will be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter in accordance with 6.4. below.
- b. **Military Service.** Employees returning from military leave will be entitled to vacation as provided in the Minnesota Statutes.
- c. **Allowance.** Calculation and Use of Vacation. The following guidelines for the allowance and calculation of vacation will be observed:
- 1) **Vacation Allowance:** Vacation entitlement will be the number of days leave from work with pay as normally accrue in consecutive periods as described below:
 - i. Vacation with full pay not exceeding twelve working days each year for the first seven years of employment.
 - ii. Vacation with full pay at a rate not exceeding sixteen working days each year beginning with the eighth year of employment.
 - iii. Vacation with full pay not exceeding twenty-one days each year beginning with the sixteenth year of employment.
 - iv. Vacation with full pay not exceeding twenty-six working days each year beginning with the twenty-first year of employment.
 - 2) **Vacation Calculation:** All vacation will be calculated on a direct proportion basis for all hours of credited work other than over-time and without regard to the calendar year.
 - 3) **Vacation Usage**
 - i. Vacation will begin on the first working day absent from duty.
 - ii. When vacation leave includes a holiday, the holiday will not be considered as one of the vacation days.
- d. **Vacation Accrual.**

- 1) **Use of Vacation Accrual:** Employees may utilize only vacation accrued to the date of their return from vacation leave.
 - 2) **Anniversary Date:** the anniversary date for purposes of increased vacation leave will be the beginning of the pay period in which they complete the appropriate number of work years.
 - 3) **Separation from Employment:** Employees who separate from the service will be required to refund vacation used in excess of accrual at the time of separation, if any.
- e. **Vacation Payment.** The following vacation payment guidelines must be observed.
- 1) **Rate of Pay:** The rate of pay for the vacation leave will be the rate of pay employees would receive had they been working at the position to which they have been permanently certified, except as provided in 2).
 - 2) **Employees on Detail:**
 - i. **Detail less than six months:** Employees on detail for a period of less than six months immediately prior to vacation will be paid upon the basis of the position to which they have been permanently certified.
 - ii. **Detail more than six months:** Employees on detail for more than six months immediately prior to vacation will be paid upon the basis of the position to which they have been detailed.
Permanent employees on an intermittent or part-time basis who have worked continuously for six months or more on such basis will also be granted vacation in direct proportion to the time actually employed. In any event, employees will not receive vacation pay greater than what their earning would have been during that period had they been working.
- f. **Reinstatement and Transfer Affecting Vacation**
- 1) **Reinstatement:** An employee who is or has been reinstated following separation, or who is or has been re-employed through examination and certification within two years following separation will, after five consecutive years of service following such reinstatement or new certification, receive credit for prior service for vacation benefits. No such credit will be applied to an employee reinstated or re-employed for the second or subsequent time.
 - 2) **Transfer:** A transferred employee's vacation time will be governed as follows:
 - i. An employee who has been transferred will retain vacation privileges acquired in the department from which transfer has been made.
 - ii. When an employee transfers from one department to another, the accrued vacation will transfer with the employee and become the responsibility of the accepting department unless other specific arrangements are made at the time of such transfer.

- 6.1.2 **Sick Leave:** Employees of Minneapolis Public Schools 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 rule or in accordance with the provisions of a collective bargaining agreement, where the contract specifies otherwise.
- a. **Definition of Sick Leave:** The word "illness" as it occurs in this rule 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:
- 1) **Maternity:** Maternity cases will include a presumption of disability for a period of up to six weeks following delivery, provided such time away from work is recommended by the employee's physician.
 - 2) **Ocular and Dental:** Necessary ocular and dental care of the employee will be recognized as a proper cause for granting sick leave.
 - 3) **Chemical Dependency:** Alcoholism and drug addiction will be recognized as illness. However, sick leave pay for treatment of such illness will be contingent on two conditions. 1. The employee undergo a prescribed period of hospitalization or institutionalization, and 2. The employee, during or following the above care, participates in a planned program of treatment and rehabilitation approved by the Resources Department.
 - 4) **Other:**
 - i. Absences during which ailments were treated by chiropractors or podiatrists will constitute sick leave.
 - ii. Parenting leave (see Family and Medical Leave)
- b. **Allowances and Calculation of Sick Leave:** If permanently certified employees who have completed six months of continuous service are absent due to illness, they will be charged against their allowance of sick leave. Twelve days of medically unverified sick leave may be allowed each year. However, the District may require medical verification at any time with advance notice of such requirement to the employee and/or in cases of suspected fraudulent sick leave claims. Further guidelines governing sick leave are listed below.
- 1) **Sick Leave "Bank" - Accrual:** All earned sick leave will be credited to the employee's sick leave "bank" for use as needed. Twelve days of medically unverified sick leave may be allowed each year, however, the department head may require medical verification at any time. The following "bank" stipulations will apply.
 - i. Three 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.

- ii. 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 days.
- 2) **Sick Leave in Excess of One Hundred Twenty (120) Days:**
- Sick leave in excess of one hundred twenty (120) working days will be wholly discretionary with the District, except that an employee who is permanently and totally disabled from any gainful employment whatsoever, will be entitled to use all sick leave accrual.
- c. **Interrupted Service and Sick Leave.** The following guidelines will apply:
- 1) **Return following Layoff or Disability Retirement:** A permanent employee with six months of continuous service who has been certified or re-certified to a permanent position will, after layoff or disability retirement, be granted by the department sick leave with full pay consistent with the provisions of this rule.
 - 2) **Internal Transfer:** A permanent employee with six or more months of continuous service who has been transferred from one department to another will retain sick leave privileges acquired in the department from which transfer has been made.
 - 3) **Return from Military Leave:** Employees returning from military leave will be entitled to sick leave as provided in the applicable Minnesota Statute.
 - 4) **Credit for prior service:** An employee, following reinstatement or re-employment within two 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.
- d. **Sick Leave Termination:**
- 1) **Work Status Conditions:** No sick leave will be granted an employee who is not actually working or who is not available for scheduled work.
 - 2) **Layoff:** Layoff of an employee on sick leave will terminate sick leave.
- e. **Annual Sick Leave and Severance Payment.**
- 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 the beginning of each calendar year for any unused sick leave above 480 hours earned but not used in the preceding year at the following rate:

<u>Hours Accumulated</u>	<u>Percent of Pay Rate</u>
480	50%
720	75%
960 or more	100%

- 2) **Sick Leave Severance:**
- i. **Payment Amounts:** Employees who separate from employment with District in good standing at any age with at least twenty (20) years of service and 480 or more hours of accrued sick leave or with at least 480 hours of accrued sick leave at age sixty (60) or more shall be paid fifty (50) percent of their leave balance at their rate of pay on the date of termination of their employment
 - ii. **Disbursement Options:**
 - **Lump Sum:** Severance shall be dispersed in a lump sum payment directly to the employee.
 - **Deferred Compensation:** Employees may elect to have all or part of the payment placed into the employee's 403B and/or 457 Plan(s) subject to the requirements of the Plan(s) and state and Internal Revenue Service law and regulations. The balance, if any, will be paid directly to the employee. The employee, not the District, is solely responsible for determining the maximum annual contribution to deferred compensation and/or to the 403B plan.
 - **Death of the Employee:** If a severance pay recipient dies prior to receiving the full amount of such benefit, the remaining payment shall be made in a lump sum to the beneficiary entitled to such proceeds of the employee's District group life insurance policy or to the employee's estate if no beneficiary is named.
- f. **Medical and Sick Leave Reports.**
- 1) **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.
 - 2) **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, the District 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:
 - i. An employee has been absent on sick leave for three or more consecutive days;
 - ii. An employee has used more than twelve days of unverified sick leave within a calendar year;
 - iii. A Request for Leave of Absence for medical reasons has been submitted; or,
 - iv. An employee is returning from an extended medical leave of absence.

- 3) **Fitness for Duty:** The Human Resources Director or department head may require a satisfactory medical report to determine the fitness of any employee to perform the duties of his or her job.
- g. **Sick Leave and Vacation Refunds**
 - 1) 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.
 - 2) 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.
- h. **Suspensions and Sick Leave:** 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.
- i. **Sick Leave Deductions for Employees on Leave of Absence Without Pay**

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.

6.1.3 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.

6.1.4 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:

- a. **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.

- b. **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.
 - c. **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.
- 6.1.5 **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.
- 6.1.6 **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.
- 6.1.7 **Jury Services**
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.
- 6.1.8 **Witness Fees**
No employees will accept witness fees 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. Such leave will be contingent upon the employee refunding to the District any witness fees that have been received.
- 6.1.9 **Military Duty**
Pursuant to Minnesota State Law, any 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.
- 6.1.10 **Olympic Competition**
Pursuant to Minnesota State Law, an 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.
- 6.1.11 **Bone Marrow Donors**
Pursuant to Minnesota State Law, a qualified 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.

6.1.12 **Critical Illness or Death in the Family.** 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. Critical illness is defined as an illness where death is impending, but recovery is possible. Such leaves shall be with pay and shall not be deducted from the employee's sick leave. The District reserves the right to require proof of critical illness or death.

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.

6.2 **Leave Of Absence Without Pay**

6.2.1 **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.

6.2.2 **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.

6.2.3 **Leaves Governed By State Law**

a. **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.

b. **Leave to Serve in an Appointive or Elected Position**

Leaves of absence without pay to serve in an Appointive-Unclassified position for the employer or as a Minnesota State Legislator or full time elective officer in a City or County of Minnesota are granted pursuant to applicable State Statute.

c. **Union Leave:**

Leaves of absence without pay to serve in an elective or appointive position in a labor organization whose jurisdiction covers the District 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.

d. **Family and Medical Leaves**

- 1) **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:
 - i. For purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care;
 - ii. When they are unable to perform the functions of their positions because of temporary sickness or disability and/or;
 - iii. 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.

Unless an employee elects to use accumulated paid leave benefits while on family and medical leaves (see paragraph 7 below), such leaves are without pay. 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.

- 2) **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 will be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in paragraph a. and c. above.
- 3) **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 for good cause shown.
- 4) **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.
- 5) **Medical Certification:** The District 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.

- 6) **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.
- 7) **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 within its reasonable discretion, but reinstatement after any additional leave of absence without pay in conjunction with family and medical leaves, is subject to the limitations set forth herein, in Leaves Not Governed by State Law.

6.2.4 Leaves Not Governed by State Law:

- a. 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.
- b. Leaves under this provision may be granted for the following purposes:
 - 1) **Temporary Medical Condition:** Temporary illness, disability or maternity properly verified by a medical authority;
 - 2) **Service in Another Position:** To serve in an unclassified District position not covered by State Statute;
 - 3) **Education:** To pursue education that benefits the employee in seeking advancement opportunities in the District or to perform their job duties more effectively;
 - 4) **Personal Convenience:** For personal convenience not to exceed one year.
 - 5) **Budgetary Leave:** - Upon request by an employee and when authorized by the funding authority, leaves of absence without pay for up to ninety (90) calendar days may be granted by the District each year for the purpose of reducing the District's operating budget. Such employees will be credited with seniority, vacation, and other benefits as if they had actually worked those hours.
 - 6) **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 District.

6.3 **Miscellaneous Provisions**

- 6.3.1 Leaves With Pay must be approved by the District
- 6.3.2 Leaves of absence with pay in excess of vacation, incidental sick leave, cumulative sick leave, death in immediate family, and physical disability allowance as set forth in 15.19 (A) may be granted by the District. Such leave will be granted only for sickness, disability, or in exceptional cases and for such reasons, as in the judgment of the District, are reasonable.
- 6.3.3 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.
- 6.3.4 Failure to Report After Leave. Failure of an employee to report to work at the expiration of leave will be considered a resignation.

Article 7 Holidays

- 7.1 **Holidays with Pay:** Employees shall be entitled to holidays with pay in accordance with the provisions of this article.
- 7.2 **Eligibility and Pay**
 - 7.2.1 **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.
 - 7.2.2 **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.
 - 7.2.3 **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.
- 7.3 **Holidays Defined:** The following eleven 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
 - Independence Day
 - Labor Day
 - Thanksgiving Day

- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

7.4 **Holidays Worked**

7.4.1 **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.

7.4.2 **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.

7.5 **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 District at least ten (10) calendar days in advance of the religious holiday of his/her intent to observe such holiday. The District may waive this ten (10) calendar day requirement if the District determines that absence of such employee will not substantially interfere with its operation.

Article 8 Hours of Work, Work Year

8.1 **On Call Status:**

8.1.1 **Weekend On-Call Status:** Employees may be assigned to "on-call" status over weekend periods at the discretion of the district.

8.1.2 **Response Requirements:** Employees assigned to "on-call" status will be required to wear and respond to digital pagers, cell phone, or similar device provided by the District.

- 8.1.3 **Compensation:** Employees will be compensated as follows when assigned to "on-call" status:
- a. **Saturday:** Two (2) hours straight-time will be guaranteed. If called in for emergency service work the rate will be one and one half (1 ½) times the regular pay rate, two (2) hours guaranteed.
 - b. **Sunday:** Two (2) hours straight-time will be guaranteed. If called in for emergency service work, the rate will be two (2) times the regular pay rate, two (2) hours guaranteed.
 - c. **Holiday:** Two (2) hours straight-time will be guaranteed. If called in for emergency service work, the rate will be two (2) times the regular pay rate, two (2) hours guaranteed.
- 8.1.4 **Pay for non-scheduling:** If employee is not called in on Saturday or Sunday the employee will receive four (4) hours straight-time for the commitment to "on-call" status.
- 8.2 **Overtime:** In the event that it becomes necessary for the District to schedule or assign overtime work, the overtime wage rate shall be calculated in accordance with the applicable provisions of Associated General Contractors Agreements and other applicable trade association agreements. The base rate for such calculations shall be the rate provided in Appendix A attached hereto.
- 8.3 **Compensatory Time:**
- 8.3.1 **Options:** In lieu of receiving pay for working over forty (40) hours per regular workweek, an employee may elect to have compensatory time off with pay. The option to elect to receive overtime pay or compensatory time shall belong exclusively to the employee.
 - 8.3.2 An employee electing to receive compensatory time shall be credited with one and one-half (1½) hours of compensatory time for each one (1) hour worked in excess of forty (40) hours per week. Employees may accrue no more than two hundred forty (240) hours of compensatory time. All overtime hours worked after an employee has accrued two hundred forty (240) hours of compensatory time shall be paid for at the rate of one and one-half (1 ½) times the regular hourly rate of pay.
 - 8.3.3 **Termination of Employment:** Upon termination of employment, all balances of compensatory time remaining shall be paid at a rate not less than the average rate received by the employee over the last three (3) years of employment or the final regular hourly rate of pay, whichever is higher.
 - 8.3.4 **Calculation, Pyramiding:** For purposes of calculating overtime pay and compensatory time only, time worked shall be rounded to the nearest one-tenth (1/10) of an hour. There shall be no pyramiding of overtime pay or compensatory time.
 - 8.3.5 **Employee Transfer:** When an employee transfers from one site or department to another site or department, any compensatory time balance will be paid and charged to the budget of the site or department the employee is leaving.
 - 8.3.6 **Balance Payout:**
 - a. **Fiscal Year End:** All compensatory time balances will be paid out at the end of each fiscal year and will be charged to the site or department

- the employee was assigned to at the end of the employee's regular assignment for that fiscal year.
- b. **Employee Separation:** All compensatory time balances will be paid out to an employee who leaves District employment and will be charged to the site or department the employee is leaving.
- 8.3.7 **Survivor Benefits:** In the event of an employee's death, any and all compensatory pay shall be disbursed to the employee's beneficiary named for the basic life insurance coverage in Article 10.4 or, if there is none, to the employee's estate in the event the employee dies before her/his separation from the District.

Article 9 Salaries

9.1 General Provisions

- 9.1.1 **Biweekly Pay:** All salaries shall be computed and paid on a bi-weekly basis.
- 9.1.2 **Calculation of Pay:** The regular amount of pay shall be the hourly rate times the number of hours worked provided that the employee is on duty as scheduled or is on authorized paid leave.
- 9.1.3 **Salary Schedules:** Appendix A, attached hereto, shall be the schedule of hourly rates for employees effective on the dates shown.
- 9.1.4 **Salary Increases:**
- a. **2018-2019:** Effective July 1, 2018, a two percent (2.0%) cost of living adjustment for the Broadcast Engineer position.
 - b. **2019-2020:** Effective July 1, 2019, a two percent (2.0%) cost of living adjustment for the Broadcast Engineer position.
 - c. **2020-2021:** Effective July 1, 2020, a one and one-half percent (1.5%) cost of living adjustment for the Broadcast Engineer position.
- 9.1.5 **Temporary Employees (Hiring Hall):**
- a. Temporary employees who are employed through the hiring hall shall be paid an hourly rate of pay that shall be determined according to the then current Associated General Contractors and other applicable trade association rates.
 - b. The Building Trades Council will provide the District with a one-time submittal of hiring hall wage increases from all trades in the Building Trades Council. The District shall implement those wage increases within thirty (30) days of receipt.
- 9.2 **Shift Differential:** Shift differential will be given effective the date of ratification of this Agreement by the District. The differential will be paid according to the Associated General Contractors Agreements and other applicable trade agreements, and will be specifically identified in the wage schedule for each building trade.

Article 10 Insurance Benefits

- 10.1 **Eligibility:** To be eligible for insurance benefits employees must be paid on the pay schedule contained in Appendix A of this Agreement and be assigned and working twenty (20) or more hours per week to qualify.
- 10.2 **Health Coverage:**
- 10.2.1 **Enrollment Required:** The employee must enroll to receive health plan coverage. Employee may enroll in employee only, employee only + 1, or family coverage.
- 10.2.2 **District Contribution – Effective January 1, 2019:**
- 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.
- 10.3 **Dental Insurance:**
- 10.3.1 The District agrees to provide dental insurance through a carrier to be selected by the District for all employees who are permanent certified and who work twenty (20) or more hours per week.
- 10.3.2 **District Contribution – Effective January 1, 2019:**
- 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.

10.4 Life Insurance:

10.4.1 **Basic Life Insurance:** Insurance eligible employees (each employee who has completed six (6) months of permanent actual full-time employment in any period of twelve (12) consecutive months) 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 and must be on file with the district.

10.4.2 **Supplemental Life:** Insurance eligible employees (each employee who has completed six (6) months of permanent actual full-time employment in any period of twelve (12) consecutive months) may purchase additional life insurance in \$10,000 increments up to \$250,000 in coverage (with no medical questions asked up to \$150,000 for new employees). 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 30 days of employment.

10.5 Before-Tax Benefits:

10.5.1 **Insurance Deduction:** Premiums deducted from the employee's check to pay for health insurance coverage are automatically taken on a before-tax basis, unless the employee has indicated to the contrary in writing to the Employee Benefits 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.

10.5.2 **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.

10.5.3 **Flexible Spending Account (FSA):** Beginning January 1, 2000, 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.

10.6 Insurance For Retirees

10.6.1 **Eligibility:** Effective September 1, 1992, employees who retire and have met the age and service requirement necessary to receive an annuity from the Minneapolis Employees Retirement Fund (MERF) or the Public Employees Retirement Fund (PERA) are allowed to remain in the active employees' health and dental group insurance plans. Also, employees

who retired after March 1, 1991, and have continuously participated in the District's health and/or dental insurance plans are eligible to continue coverage beyond the eighteen (18) month period under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Eligible retired employees are allowed to remain in the active employee group to age sixty-five (65), subject to the administrative requirements of the District, the carrier contracts, labor agreement, and federal and state law. Dependents may remain in the group until the retired employee is no longer eligible.

- 10.6.2 **Premium Payment:** Unless otherwise provided for in the collective bargaining agreement, retired employees shall pay the total premium plus the additional two percent administrative fee charged under COBRA.
- 10.6.3 **Active Employee Deduction:** Any additional premium cost associated with including retirees shall be assessed to active employees through a separate payroll deduction. The annual amount of the deduction for employees shall be determined by dividing the total additional premium for including retirees in the health plan or plans (as determined by the health plans based on enrollment as of May 1 of the preceding year) by the number of employees enrolled in health insurance coverage on the same date. The pay period deductions shall be determined by dividing the annual amount by nineteen (19) pay period deductions.

Article 11 Other Terms and Conditions of Employment

- 11.1 **Mileage:** Applicable mileage reimbursement will be paid at the rate specified by the Internal Revenue Service.
- 11.2 **Tax-Deferred Savings Plans (Deferred Compensation):**
- 11.2.1 **District Annual Matching Payments:** The District will make an employer matching payment to the tax-deferred savings plans. 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.
- 11.2.2 **District Match Payment:** The District shall make an employer matching payment to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 403(b) Plan each pay period up to the maximum district match based on a calendar year. 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.
- a. **Match Amount:** The District will pay an annual match payment of up to \$700.00 for employees participating in the Municipal Employee Retirement Fund (MERF) and up to \$425 for employees participating in the Public Employees Retirement Association (PERA).
- b. **Payments:** The District will match any amount of employee contributions up to the match as noted in [1] 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.

- c. **Deferred Amounts:** Only deductions that employees defer during the match period shall be matched by the District.
 - d. **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
- 11.2.3 **Social Security and Medicare Taxes:** All District 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.
- 11.2.4 **Deferral Limits:**
- a. **Exceeding IRS Limits:** Employees should ensure tax-deferred payments do not exceed IRS limits. If limits are exceeded, the District will stop deductions to these accounts.
 - b. **Employer Contributions:**
 - 403(b) employer contributions are in addition to your limit
 - 457 employer contributions are included in your limit
 - c. For detailed current information concerning deferral limits, see the IRS website (www.irs.gov)
 - d. 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.
- 11.2.5 **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.
- 11.3 **Joint Labor Management Committee:** The District and Union have formed a Joint Labor Management Committee which shall continue to study the transition of employment of trades' personnel from the hiring hall. The committee review will include, but is not limited to, recommendations concerning: Eligibility for benefits, affirmative action hiring, legislative amendment, need for core staff, process to be bargained for pay for performance (to be bargained next contract), subcontracting and other issues.
- 11.4 **Safety Shoes/Eye Wear:** The District and the Union agree that employees shall be required to wear the appropriate safety shoes and eye wear and that the employee will be reimbursed up to \$90.00 per year with proof of purchase (original receipt) for safety shoes and per vendor agreement at the time of purchase for protective eye wear. Effective July 1, 2014, the amount shall be \$150.00. Employees are expected to receive approval from the Manager of the Maintenance Division or designee before purchasing protective eye wear. The Facilities Department will develop and implement a policy on the issuance and wearing of protective safety equipment and clothing.

Article 12 Grievance Procedure, Employee Discipline

12.1 Grievance Procedure

- 12.1.1 **Purpose:** This grievance procedure is established to resolve any specific dispute between the employee and the District concerning, and limited to, the interpretation or application of the provision of this Agreement.
- 12.1.2 **Union Representation:** An employee presenting a grievance may elect to be represented by a Union representative of his choice at any step of the procedure.
- 12.1.3 **Adjustment of Grievance:** A Grievance shall be resolved in the following manner:
- a. **Step 1 – Informal Discussion:** Any employee claiming a specific disagreement concerning the interpretation or application of the provisions of this Agreement shall, within twenty (20) calendar days of its first occurrence or within ten (10) calendar days of the time the employee reasonably should have knowledge of the occurrence, whichever is later, discuss the complaint orally with the employee's immediate supervisor as designated by the District. The supervisor shall attempt to adjust the complaint at that time.
 - b. **Step 2 – Employee Relations:** If a complaint is not resolved in Step 1 and the employee wishes to file a grievance, the employee shall, within seven (7) calendar days of the oral discussion with the immediate supervisor serve a written copy of the grievance to the supervisor designated by the District and to the Union. Upon receipt of the grievance, the Union shall forward a copy to the Director of Employee Relations or his designee. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. The supervisor shall respond in writing to the employee and to the Union within seven (7) calendar days after receipt of the grievance.
 - c. **Step 3 – Board of Education:** If a grievance is not resolved in Step 2 and the Union wishes to continue the grievance, the Union shall, within seven (7) calendar days after receipt of the supervisor's answer, present copies of the written grievance and reply to the Director of the Support Services or his designee, and to the Director of Employee Relations or his designee. The Director of Support Services shall give the Union, the employee and Director of Employee Relations or his/her designee the District's written answer within seven (7) calendar days after receipt of the grievance.
 - d. **Step 4 – Arbitration:**
 - 1) **Referral to Arbitration:** If a grievance is not resolved in Step 3 and the Union wishes to continue the grievance the Union may, within seven (7) calendar days after receipt of the answer from the Director of Support Services, refer the written grievance and replies to arbitration. For purposes of Step 4, the District's official

representatives shall be the Director of Employee Relations or designee.

- 2) **Selection of Arbitrator:** The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral; and in the event the parties are unable to agree upon an arbitrator within said seven (7) calendar day period, either party may request the Minnesota Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the District and the Union shall have the right to alternately strike two (2) names from the panel. In the event the parties cannot agree on the party striking the first name, the decision will be decided by a flip of a coin. The remaining person shall be the arbitrator. The Arbitrator shall be notified of his selection by a joint letter from the District and the Union requesting that he set a time and a place, subject to availability of the District and Union representatives.
 - 3) **Limitations on Arbitral Authority** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provision of this Agreement, and shall be limited to only the specific written grievance submitted by the District and the Union and shall have no authority to make a decision on any other issue not so submitted.
 - 4) **Arbitrator's Decision:** The arbitrator shall submit a decision in writing within ten (10) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement as applied to the facts and binding.
 - 5) **Fees and Expenses:** The fee and expenses of the arbitrator shall be divided equally between the District and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- 12.1.4 **Exclusive Means of Resolution:** The District and the Union mutually agree that the grievance and arbitration procedures contained in this Agreement are the sole and exclusive means of resolving all grievances arising under this Agreement.
- 12.1.5 **Extension of Time Limits:** The time limits established in this Article may be extended by mutual written consent of the District, the employee and the Union.
- 12.1.6 **Failure to Meet Time Limits:** If the finding or resolution of a grievance at any step of the procedure is not continued within the prescribed time limits, said grievance shall be considered resolved on the basis of the last answer provided and there shall be no further appeal or review. Should the District not respond within the prescribed time limits, the grievance will proceed to the next step.
- 12.1.7 **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, under Title VII, of the Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

12.2 Discipline and Removal:

12.2.1 **Relationship to the Minnesota Public Employees Labor Relations Act.** Under the Minnesota Public Employees Labor Relations Act (PERA), employees in a recognized bargaining unit may choose to grieve the disciplinary action through their contract provisions. In such cases, the Commission will not conduct a hearing nor enter into the process. Similarly, an employee who chooses to appeal a disciplinary action to the Commission waives his/her right to file a grievance through a contract.

12.2.2 **Just Cause:** The District will discipline employees who have completed the required probationary period only for just cause. Just cause shall be defined in accordance with the language adopted from Rules and Charter Provisions of the Minneapolis Civil Service Commission, Chapter 19 of the Minneapolis City Charter, as reflected in 12.2.3 below, and Article 12 of this Agreement

a. Appeal Options:

- 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 as contained in Section 12.1 of this Article.
- 2) **Alternative Appeal Processes:** In the alternative, where applicable, an employee may seek redress through a procedure such as Civil Service, Veteran's Preference, or Fair Employment.
- 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.

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

a. Substandard Performance:

- 1) Employees who are unable or unwilling to perform their job tasks at minimum acceptable standards are subject to disciplinary procedures.
- 2) Employees who are unable to perform their job tasks because of medical reasons can be laid off (if disability is temporary) or removed (if disability is permanent), subject to applicable federal and state laws pertaining to workers with disabilities.
- 3) Employees who fail to meet minimum performance and behavioral standards because of chemical dependency and who have either refused to undergo or failed to complete a prescribed

program of treatment, or have previously received one 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.

- 4) Failure to meet or continue to meet an established requirement of the position, e.g. residency, license or registration.

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

- 1) Tardiness and absenteeism;
- 2) Sick leave abuse;
- 3) Absence without leave;
- 4) Insubordination (disobedience, abusive language or behavior);
- 5) Willful or negligent damage of District property;
- 6) Interference with the work of other employees;
- 7) Sexual harassment;
- 8) Misappropriation of District property, funds or money;
- 9) Violation of safety rules, laws, and regulations;
- 10) Discourtesy to public or fellow employees;
- 11) Physical abuse, brutality or mental harassment;
- 12) Accepting gifts from the public in connection with performance of duties as a District employee;
- 13) Criminal or dishonest conduct unbecoming to a public employee, whether such conduct was committed while on duty or off duty;
- 14) Reporting to work under the influence or in possession of alcohol or illegal drugs, or using such substance on the job;
- 15) Soliciting or receiving funds for political purposes or personal gain during work;
- 16) Using authority or influence to compel an employee to become politically active;
- 17) Use or threat of political influence on employment status;
- 18) Violation of department rules, policies, procedures or City ordinance;
- 19) Knowingly making a false material statement to the District's representative during an investigation into employment related misconduct; and
- 20) Other justifiable causes as specified.

12.2.4 **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.

- a. **Warning:** A disciplinary warning includes an interview between the employee and supervisor covering the details of the problem, plans for correcting the problem and a warning memo to document the event.

- b. **Written Reprimand:** The written reprimand is a letter documenting the rules violation, a plan for future avoidance, a warning about future disciplinary action, and an acknowledgment signature by the offending employee. It is used in repeated violations or if the initial violation is severe enough.
- c. **Suspension:** Employees may be suspended without pay for disciplinary reasons for periods not to exceed ninety calendar days. Suspension of thirty-one to ninety calendar days may be appealed by the employee to the Commission. In general, suspensions are more appropriate in situations involving misconduct rather than substandard performance.
- d. **Demotion:** Disciplinary demotions include reductions in grade and/or salary; they may be temporary or permanent; or a voluntary demotion may be granted. In general, demotions are more appropriate in situations involving substandard performance rather than misconduct.
 - 1) Temporary demotions, those up to one hundred eighty days, are appropriate for misconduct.
 - 2) Permanent demotions, those over one hundred eighty days, are appropriate for substandard performance.
 - 3) A voluntary demotion may be granted to avoid other disciplinary action if agreed to by the employee and by management.
 - 4) Employees who are demoted may return to their prior status class or to a lower job class in the same occupational field. If no vacancy exists, they will be placed on the corresponding lay-off list.
- e. **Discharge:** Discharge of an employee is appropriate for persistent substandard performance, gross or repeated misconduct, or severe initial misconduct.

12.2.5 Notification.

- a. The Human Resources Department, the employee, and the employee's representative must be given timely notification of the disciplinary actions listed below.
 - 1) Suspension
 - 2) Demotions (including salary decreases)
 - 3) Discharges
- b. 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.
- c. In cases of gross misconduct or behavior, which threatens the safety, or wellbeing of other workers or the public, immediate action may be necessary.

12.2.6 **Appeal Rights of Employees.** It is the intent of the District that the disciplinary rules and procedures described herein be carefully followed. Disciplined employees may appeal to the Commission, a suspension of over thirty days, a permanent demotion (including salary decreases), or a discharge if they believe those rules and procedures have been improperly applied by management.

- a. **Employee Request for Hearing:** Disciplined employees who are eligible to be heard may file a request for hearing by the Commission to appeal the disciplinary action. The request for hearing must be received in writing in the Civil Service Human Resources Department within ten calendar days from the date of the disciplinary action, and must describe the alleged breach of disciplinary rules and procedures by management.
 - b. **Probation:** Employees who have not completed their probationary period have no appeal rights.
 - c. **Veterans:** The right of veterans of military service to disciplinary hearing is subject to Minnesota Statute 197.46, which provide for disciplinary hearing during probation.
- 12.2.7 **The Disciplinary Hearing.** When, in its judgment, an employee's appeal for a disciplinary hearing is appropriate under the Rules, the Commission will arrange for such hearing and subsequent findings and decisions will be published.
- a. **Hearing Notice:**
 - 1) **Ten-Day Notice:** The Commission will provide the disciplined employee, the employee's representative, and management with at least ten-day notice of the time and place of the disciplinary hearing.
 - 2) **Veteran's Hearing:**

When notice to remove a veteran has been received by the Civil Service Commission from the Department Head or his/her designee, the Secretary to the Commission will establish a tentative hearing date. The hearing will be scheduled no more than twenty calendar days following the end of the veteran's thirty day appeal period or the receipt of the appeal notice, whichever occurs first.
 - b. **Hearing Authority:**

The Commission may conduct the disciplinary hearing or it may appoint a hearing examiner or a trial board to conduct the hearing and report their findings and recommendations to the Commission. The Commission and its appointees have the power of subpoena to require attendance of witnesses and submittal of pertinent documents, to administer oaths, and to continue the hearing from time to time. No more than five subpoenas may be issued without approval of a Commissioner. Management and the appellant employee may be represented by counsel.
 - c. **Hearing Procedure:**

The procedures in a disciplinary hearing will be as informal as practicable, follow Minnesota Rules, Part 1400.7300 Rules of Evidence, will have a verbatim record kept, and be conducted in the following sequence:

 - 1) Management or the representative of management presents evidence in support of their disciplinary action.
 - 2) The employee or the employee's representative presents evidence in defense of the employee.
 - 3) Both parties may offer rebuttal.

- 4) Prior to making its final decision, the Commission (or appointees) may hear further argument and initiate further investigation. The Commission may accept a resignation from the employee in lieu of further proceedings.
 - 5) In no case will additional evidence be considered or arguments heard without all parties being present and having an opportunity to respond.
- d. **Post-Hearing Procedures:**
- 1) The Hearing Officer shall file the Findings of Fact, Conclusions and Recommendations with the Commission within forty-five days from the close of the hearing record.
 - 2) The Commission will serve the Findings of Fact, Conclusions and Recommendations of the Hearing Officer upon management and the employee.
 - 3) The employee and management shall each have ten days after receipt of the Findings of Fact, Conclusions and Recommendation to file on each other and on the Commission written exceptions to the Findings of Fact, Conclusions and Recommendations.
 - 4) The Commission will provide notice to the employee and management of the date of oral arguments before the Commission.
 - 5) The final written decision of the Commission will be published by notice to the employee and management within thirty days after the oral arguments.

Article 13 Transfer, Layoff and Reinstatement

- 13.1 **Transfers:** Minneapolis Civil Service Commission Rule 10, Transfers, is adopted by reference.
- 13.2 **Temporary Assignment (Detail):** The guidelines for temporary assignment are listed below.
- 13.2.1 **Duration:** District departments may assign employees on a temporary basis up to one hundred eighty (180) 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.
- 13.2.2 **Extensions:** Any extensions beyond the one hundred eighty (180) 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.
- 13.2.3 **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.

13.3 **Probation Following Promotion:** Permanent employees who obtain a promotion or a 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:

13.3.1 **Objective**

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

13.3.2 **Duration**

- a. **Full Time Permanent Employees:** Full-time permanent employees serve a six-month probationary period. Completion of probation requires working six full months.
- b. **Part Time Permanent or Intermittent:** Permanent Part-time or Intermittent employees must serve a probationary period of at least six full months within a calendar year with hours prorated according to job assignment.
- c. **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, to be effective for temporary service beginning after January 1, 1996, unless the job has significantly changed.

13.3.3 **Veteran's Hearing:** A veteran discharged or demoted during probation is entitled to a hearing upon written request.

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

13.4.1 **Purpose:** The purpose of this provision is to establish layoff policies and employee rights and privileges upon re-employment. Re-employment may include call back from layoff or reinstatement/restoration to a list of eligible candidates. The affected person may be laid off from a position and continue to work in another position or no longer be working in any position.

13.4.2 **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) Persons who have no permanent employment standing.
 - 2) Persons who have been appointed to temporary positions.
 - 3) Persons appointed to permanent positions.
- b. **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.
- c. **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 District or department may require a satisfactory medical report 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.
- d. **Demotion Resulting From Abolishment of Position:** Employees who are laid off due to abolishment of position will be placed on the recall list for their classification.

13.4.3 **Exceptions to Layoff Rule.** The following exceptions to the layoff procedures may be observed when applicable:

- a. In cases where current collective bargaining agreements apply, layoffs, bumping, and reinstatements will be implemented in accordance with the provisions of those contracts.
- b. Permanent employees who transition to the hiring hall within ninety (90) days from ratification of this contract are guaranteed protection from reduction in force for a period of six months.

13.4.4 **Recall of Laid off Employees:**

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.

- a. **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.
- b. **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 list.
 - 1) **Military Service:** The eligibility of employees on the layoff list shall be extended for the period of military service upon due notice to the Commission by employee of such military service.

13.4.5 **Rights of Reinstated Employees:** A reinstated employee will, upon appointment, begin to accrue seniority rights, vacation eligibility, sick leave,

and other rights and benefits the same as any other new employee. Except for a special provision relating to credit for vacation increments (See Article 6.1.1), service prior to resignation will not be credited to a reinstated employee for purposes such as: fulfilling in-service time requirements for competing in promotional examinations, computing seniority in promotional examinations, determining order of layoffs, etc.

13.5 Resignations

- 13.5.1 **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.
- 13.5.2 **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.
- 13.5.3 **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.
- 13.5.4 **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.

Article 14 Civil Service Commission Rules

14.1 Incorporation Of The Rules Of The Minneapolis Civil Service Commission

The parties to this Agreement expressly recognize that certain terms and conditions of employment are governed by the Rules of the City of Minneapolis Civil Service Commission and that the Rules of the City of Minneapolis Civil Service Commission, except where specifically superseded by this Agreement, shall be considered to be part of this Agreement. Both parties agree that they will abide by those Rules for the term of this Agreement and any extensions thereof. The parties agree that if the Civil Service Commission changes or adds to its Rules in such a way as to conflict with any express provision of this Agreement, the terms of this Agreement shall prevail.

- 14.2 **Rules Not Superseded:** The provisions of this section recite and incorporate certain Rules of the Minneapolis Civil Service Commission and do not supersede such commission rules or their enforcement by the Commission unless specifically provided.

Article 15 Non-Discrimination

- 15.1 **Equal Application of Contract Provisions:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to

age, sex, marital status, race, color, creed, national origin, political affiliation, physical disability, affectional orientation, or receipt of public assistance.

- 15.2 **Union Participation:** The District 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 District or any District representative against any employee because of Union membership or because of any employee activity officially sanctioned by this contract on behalf of the Union.

Article 16 Severability Clause

- 16.1 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.

Article 17 Complete Agreement

- 17.1 **Effect:** This Agreement constitutes the full and complete agreement between the Board of Education and Local 292 of the International Brotherhood of Electrical Workers. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Article 18 Duration of Agreement

This Agreement shall be in force and effect for thirty-six (36) months from July 1, 2018 and ending June 30, 2021, 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, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this contract on this 9th day of August, 2018.

SPECIAL SCHOOL DISTRICT NO. 1

By 

Chairperson of the Board of Education



Date

By 

Chief District Negotiator

2/4/19
Date

LOCAL 292 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

By 

Business Manager

1/29/19
Date

Appendix A Salary Schedules

If permanent employees other than Radio Broadcast Engineer are hired by the District, the hourly rate of pay will be determined by applying the formula in Appendix C.

ELECTRICAL TRADE RATES			
CLASSIFICATION	July 1, 2018	July 1, 2019	July 1, 2020
Radio Broadcast Engineer	35.72	36.44	36.99

Appendix B Hiring Hall Employees

MINNEAPOLIS PUBLIC SCHOOLS Labor Relations/Contract Administration

AGREEMENT

THIS AGREEMENT is by and between Board of Education, Special School District No. 1, Minneapolis Public Schools, Minneapolis, Minnesota, hereinafter referred to as the "District," and the International Brotherhood of Electrical Workers, Local 292, hereinafter referred to as the "Union," effective July 1, 2018, through June 30, 2021.

RECITALS

WHEREAS, the District has been authorized by Chapter 54 of Minnesota Session Laws (the "Enabling Legislature") to enter into agreements concerning the hiring and terms and conditions of employment for skilled trade and craft workers and apprentices with local labor organizations representing such skilled building and construction trades and electrical workers and apprentices; and,

WHEREAS, the Enabling Legislation allows for such agreements to provide for the use by the District of hiring hall services, including the use of Electronic Technicians, in a manner and on terms agreeable to the District and such local labor organizations; and

WHEREAS, the parties hereto desire to enter into an agreement providing such hiring hall services to the District as hereafter described;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreement set forth herein, the parties hereby agree as follows:

1. **WAGES.** The hourly wage paid to individuals hired pursuant to this Agreement shall be as set forth in Schedule 1 attached hereto (the "Wage Rate"). It is specifically agreed by the parties hereto that the Wage Rate includes all amounts necessary for the Union to provide various pension and health and welfare benefits to such individuals. Accordingly, the individuals hired pursuant to this Agreement, though required by the Enabling Legislation to be "at will" employees of the District, shall not be eligible for any of the benefits provided to District employees.
2. **EMPLOYMENT STATUS.** The parties hereto expressly agree that individuals hired pursuant to this Agreement are "at will" in that they are hired at the complete discretion of the District and will be employed by the District solely on a temporary basis, notwithstanding the ultimate length of employment.

Accordingly, except as specifically set forth herein, all the provisions of the collective bargaining agreement between the District and the Union are inapplicable; however, the provisions of the Veterans Preference Act shall apply.

- 3. **GRIEVANCE PROCEDURE.** The grievance procedure set forth in the collective bargaining agreement between the parties hereto shall be applicable for all grievances brought regarding individuals hired pursuant to this Agreement, provided, however, that it is specifically understood that no grievance can be brought regarding the termination of the employment of individuals hired pursuant to this Agreement.
- 4. **DEFERRED COMPENSATION FOR HALL EMPLOYEES.** Fulltime temporary hiring hall employees shall be granted participation rights into the Employer's Deferred Compensation Plan when such employees have worked a minimum of forty (40) hours per week in the most recent eighteen (18) consecutive month period. If an eligible employee who is participating in the Plan terminates employment and is subsequently rehired in the same capacity, the employee may re-qualify by meeting the fulltime service requirement for a six (6) consecutive month period beginning with the first day of re-employment.
- 5. **MANDATORY CRIMINAL BACKGROUND CHECK AND DRUG TESTING.** Temporary hiring hall employees hired after the date of the execution of this Agreement shall be required to pass a criminal background check.
- 6. **TERM.** This Agreement shall be effective July 1, 2018 to June 30, 2021. Either party to this Agreement may terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOR THE DISTRICT

FOR THE UNION



 Director, Employee Relations



 Business Manager



 Date



 Date

Appendix C Building Trades Wage Formula

MEMORANDUM OF AGREEMENT

BETWEEN

SPECIAL SCHOOL DISTRICT NO. 1, MINNEAPOLIS PUBLIC SCHOOLS

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 292

Effective Date: July 1, 2018 – June 30, 2021

Topic: Wage Formula

This Memorandum of Agreement is by and between the Board of Education, Special School District No. 1, Minneapolis Public Schools, herein referred to as the “District,” and the International Brotherhood of Electrical Workers, Local 292, herein referred to as the “Union,” to periodically update certain terms and conditions of employment relating to wages, referenced in Appendix A, of the collective bargaining agreement.

WHEREAS, the District and Union share an interest in wage and benefit consistency among District employees and temporary outside employees;

NOW THEREFORE, be it resolved, that the parties hereto, do hereby stipulate to this Memorandum of Agreement in accordance with the following terms:

If the District hires permanent employees in the titles listed in Appendix A, the Union and the District intend for the wage rates to represent a more consistent pay rate when compared to temporary building trades employees governed by outside agreements. As a result, the District shall make the following calculations:

Temporary Outside Electrician

- a. Determine the base rate of pay, plus the vacation rate.
- b. Calculate the average number of actual hours worked for temporary outside electricians in the District.
- c. Multiple (a) and (b) to determine the total hourly annual compensation.

District Electrician

- a. Begin with the District hourly rate of pay.
- b. Utilize 2,080 hours as the number of work hours in a year.
- c. Multiple (a) and (b) to determine the total hourly annual compensation.

For each position, compare the total hourly annual compensation of a temporary outside electrician with a District electrician to determine if adjustment is needed to the District hourly rate.

Foreman

Once the District hourly rates are adjusted as described above, maintain the same pay increment in Foreman pay above the Journeyman rates that exist with each outside building trades agreement.

Overtime: If the District hires new permanent employees from among Electrician positions that have not had their hourly rates adjusted, the parties agree to apply the same formula outlined above to determine the new hourly rate of pay.

BE IT FURTHER RESOLVED, that to the extent that this Memorandum of Agreement is a deviation from any other term of the Contract between the District and the Union, it shall not form the basis of any precedent that may be cited for any grievance concerning any alleged violation of the Contract.

FOR THE DISTRICT



Director, Employee Relations

2/4/19

Date

FOR THE UNION



Business Manager

1/29/19

Date

Appendix D Electronics Technician Wage Rates

MEMORANDUM OF AGREEMENT

BETWEEN

SPECIAL SCHOOL DISTRICT NO. 1, MINNEAPOLIS PUBLIC SCHOOLS

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 292

Effective Date: July 1, 2018

Topic: Calculation of Electronic Technician Hourly Rate

This Memorandum of Agreement is by and between the Minneapolis Public Schools (District) and the International Brotherhood of Electrical Workers, Local 292 (Union) to periodically update certain terms and conditions of employment relating to the hourly rate of pay for Electronic Technicians.

Formula to Calculate Electronic Technician Hourly Rate:

Journeyman Total Package Rate:	\$71.45
Subtract LMC and JATC:	(\$0.48)
Subtract health and welfare:	(\$11.15)
Adjusted total package rate:	\$59.82
Differential – Technicians:	91.391%

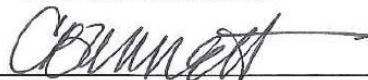
NET ELECTRONIC TECHNICIAN RATE: \$54.67

This hourly rate will be re-calculated each year based on the total package rates provided by the Union to the District's Payroll Department.

Foremen are paid at six and one-half (6.5%) over the JW rate; General Foremen at ten (10.0%) over the JW rate; 2nd General Foremen at thirteen (13.0%) over the JW rate.

This hourly rate will be re-calculated each year based on the total package rates provided by the Union to the District's payroll department.

FOR THE DISTRICT:



Director, Employee Relations



Date

FOR THE UNION:



Business Manager



Date

Appendix E Job Classifications

Active Job Classifications

Radio Broadcast Engineer

Inactive Job Classifications

Electrician
Electrician, Crew Foreman
Electronic Technician
Field Supervisor - Electronic Repair
Field Supervisor - Telecommunications
Telephone Technician

General Foreman

Electrician, General Foreman
Electronics, General Foreman
Telecommunications, General Foreman

General Foreman in Charge

Electrician, General Foreman IC
Electronics, General Foreman IC
Telecommunications, General Foreman

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