

**MEMORANDUM OF AGREEMENT**

**between**

**SPECIAL SCHOOL DISTRICT NO. 1**

**And**

**MINNEAPOLIS BUILDING AND  
CONSTRUCTION TRADES COUNCIL**

**Effective**

July 1, 2022 through June 30, 2027

MINNEAPOLIS PUBLIC SCHOOLS  
An Equal Opportunity Employer  
Minneapolis, Minnesota 55413

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## Definition of Agreement

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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 (hereinafter referred to as the "Board" or "District"), and the Minneapolis Building and Construction Trades Council, 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; to 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 state or federal statute, or rule or regulations adopted there under, 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 Board recognizes the Union as the exclusive representative for all permanent employees in the following classifications who are employed by the Board 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.

Bricklayer	Glazier
Bricklayer Crew Foreman	Glazier Crew Foreman
Bricktender	Iron Worker
Carpenter	Iron Worker Crew Foreman
Cement Finisher	Operating Engineer
Cement Finisher Crew Foreman	Painter
Foreman, Carpentry	Pipefitter
Foreman, Masonry	Plasterer
Foreman, Painters	Plasterer Crew Foreman
Foreman, Pipefitting	Plaster Tender
Foreman, Plumbing	Plasterer Tender Labor Crew Foreman
Foreman, Roofing	Plumber
Foreman, Sheet Metal	Plumber Laborer
Foreman, Sprinkling Systems	Roofer
General Foreman, Building Trades	Sheet Metal Worker
General Foreman, Painting & Glazing	Sprinkler Fitter
General Foreman, Pipefitting	Woodworking Machine Operator
General Foreman, Plumbing	Woodworking Machine Layout

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## 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 school 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 school district begins is the original appointment date.
- 3.3 **Bumping:** the process by which an employee who is laid off may according to their collective bargaining agreement 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 school 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:** permanent Trades' workers 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 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. The departmental title is referred to as the "working title".
- 3.13 **Layoff:** the reduction of employees in accordance with collective bargaining agreement provisions.

- 3.14 **Merit:** the principle and policy whereby personnel decisions are based upon ability and competence and not upon political affiliation or patronage considerations.
- 3.15 **Military Leave:** a leave of absence without pay granted under the Minnesota Statute to employees during military service.
- 3.16 **Permanent Employee:** a non- hiring hall employee who has successfully completed the probationary period.
- 3.17 **Position:** any specific single job calling for the performance of a certain set of job duties.
- 3.18 **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.
- 3.19 **Veteran:** a person defined as a veteran by Minnesota Statutes.
- 3.20 **Veterans Preference:** preference granted to veterans by the Minnesota Statutes.

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### Article 4 Rights and Obligations of Employees

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- 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 **Regular Union Dues:** Upon receipt of proper written authorization from an employee covered by this Agreement who is a member of the Union, the Board of Education shall deduct from the employee's wages during each payroll period an amount sufficient as determined by the Union to provide payment of regular union dues, and will remit that amount to the Union no later than fifteen days.
  - 4.2.2 **Fair Share Dues:** In accordance with Minnesota Statutes § 179 A.06, Subd. 3, the Board of Education agrees that upon written notification by the Union it shall deduct the required fair share fees from the wages of any full time employee that is not, or fails to remain, a member in good standing with the Union. Fees shall not exceed 85% of the Union's regular membership dues and/or any other such amount that may be allowable as certified in writing by the Union.
  - 4.2.3 **Changes and Cancellations:** The Union shall notify the Board of Education in writing of any change to the amounts to be deducted for dues/fees from wages. Payroll deductions for dues shall be cancelled upon written request from the employee made to the Union. The Union will immediately notify the Board of Education of this request and the action to be taken.
  - 4.2.4 **Indemnification:** The Union will indemnify, defend and hold the Board of Education harmless in any claim made of or against the Board of Education, its officers or employees by reason of payroll deduction for dues.

- 4.3 **Subcontracting and Privatization:** The Employer 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 Employer's decision upon affected bargaining unit employees.
- 4.4 **Probation Period:**
- 4.4.1 **Initial Employment:** Probation Following Initial Employment. The probationary period is the final step in the selection process before the employee gains permanent status. Unless otherwise specified in a current collective bargaining agreement the following probation guidelines will be observed:
- 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 Hearing:** A Veteran discharged during probation is not entitled to a hearing under Minnesota Statute 197.46.
- 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.

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

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- 5.1 **Management Responsibilities:** It is the obligation of the Board of Education to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.
- 5.2 **Inherent Managerial Policy:**
- 5.2.1 The Board of Education's inherent managerial policies include, but are not limited to, such areas of discretion as the functions and programs of the school system, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
  - 5.2.2 The Board of Education has the right and is entitled, without negotiation or reference to any agreement resulting from negotiation, to operate and manage its affairs solely at its discretion and in any lawful manner not otherwise limited by this agreement.
  - 5.2.3 The Board of Education, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the Board of Education in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing conditions, equipment or facilities.
- 5.3 **Managerial Rights Not Covered by This Agreement:** The foregoing enumeration of Board of Education rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the Board of Education.

**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.** 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.



- b. **Military Service.** Employees returning from military leave will be entitled to vacation as provided in the Minnesota Statutes.
- c. **Allowance.** The following guidelines for the allowance and calculation of vacation will be observed:
  - 1. **Vacation Allowance:** Vacation entitlement for those employees qualifying herein 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:** The stipulations concerning vacation leaves listed below will be observed.
    - i. Vacation will begin on the first working day absent from duty.
    - ii. When said vacation leave includes a holiday, said holiday will not be considered as one of the vacation days.
- d. **Vacation Accrual.**
  - 1. **Use of Vacation Accrual:** Employees will be authorized to utilize only vacation accrued to the date of their return from vacation leave. Furthermore,
  - 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 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.

- g. **Vacation Carryover:** The Board agrees to vacation carryover only due to unusual circumstances which will not permit the use of vacation time when it would normally be taken.

6.1.2 **Sick Leave:** Employees will be entitled to leave with full pay for actual illness, temporary physical disability, or illness in the immediate family, or quarantine.

- 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 for purposes of use of sick leave for treatment and rehabilitation.

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 employer 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. For the purpose of applying the rules for sick leave, one twenty-four hour shift is equal to two days of sick leave, and twelve hours is equal to one sick leave day. 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. Five (5) or more consecutive days of sick leave will require an appropriate health care provider in attendance and verification of this attendance.
  - ii. "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.
- 2. **Sick Leave in Excess of One Hundred Twenty Days** Sick leave in excess of one hundred twenty working days will be wholly discretionary with the District, except that an employee who, in the opinion of the District's health care provider, is permanently and totally disabled from any gainful employment whatsoever, will be entitled to use all sick leave accrual.

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 return from layoff or disability, accrue sick leave as provided in 6.1.2.b above.
- 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 Service:** 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. **Sick Leave Severance Payment.**

1. **Sick Leave Severance:** 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
  - i. **Deferred Compensation Deposit:** As of January 1, 2012 employees eligible for severance shall have a payment deposited into an account with the Minnesota State Retirement System's Post Retirement Health Care Savings Plan that equates to 50% of their unused sick leave (which balance shall not exceed 900 hours) balance. Implementation is subject to IRS rules and regulations.
  - ii. **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 Employer 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, department management or Human Resources 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 by the District's health care provider 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 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 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 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, domestic partner, 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 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:** Employees shall remit to the district any witness fees received in any case in which the employee's relation to the case arose from the proper performance of his or her duties as an employee of the district. The district shall not reduce the employee's compensation due to absence from work while attending as such a witness provided such fees are promptly turned over to the district by the employee.

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 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 to request unpaid leave of absence and to establish the criteria under which they may be granted.

6.2.2 **Definition.** Leave of absence without pay means an absence by a permanent employee as authorized by his or her department pursuant to the provisions of this rule. Leaves in excess of eleven 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 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 City position 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:** Leave of absence without pay to serve in an elective or appointive position in a labor organization whose jurisdiction covers City or independent board employees are granted pursuant to applicable State Statute. Upon return to active employment, such employees shall be credited for time served on Union leave only for purposes of determining the amount of vacation to which they are entitled each year thereafter.

#### 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, domestic partner, 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 6 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 District will be granted a combined twelve weeks of leave in any twelve months when such leaves are for the purposes referenced in paragraph 1, i and iii. 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.
4. **Intermittent Leave:** If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child, parent, domestic partner, 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 Human Resources.
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, which may have been granted by the District 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 provisions. 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 calendar days may be granted by the employer each year for the purpose of reducing the employer's operating budget. Such employees will be credited with seniority, vacation, and other benefits as if they had actually worked those hours.
  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 Employer.

### 6.3 Miscellaneous Provisions

- a. **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.

- b. **Failure to Report after Leave.** Failure of an employee to report to work at the expiration of leave will be considered a resignation.

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**Article 7      Holidays**

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

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## Article 8 Hours of Work, Work Year

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8.1 **Work Day.** The normal work day shall consist of eight (8) consecutive hours of work between the hours of 7:00 a.m. and 3:30 p.m. exclusive of a meal period of not less than thirty (30) minutes nor more than one (1) hour. Five (5) such days, Monday through Friday shall constitute the work week. The Normal work day shall be allowed to be varied by having the start time adjusted to any time between 6:00 AM and 9:00 AM.

8.2 **On-Call Status.** Employees may be assigned to "on-call" status over weekend periods at the discretion of the district. Employees assigned to "on-call" status will be required to wear and respond to digital pagers or other technology for communication purposes as provided by the school district. Employees will be compensated as follows when assigned to "on-call" status:

- **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.
- **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.
- **Holiday:** Two (2) hours straight-tie 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.

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.

- 8.3 **Overtime:** In the event that it becomes necessary for the board to schedule or assign overtime work, all hours worked in excess of the regularly scheduled eight (8) hours on regular work days Monday through Friday, inclusive, excluding 10-hour shifts referenced in paragraph 8.4, shall be paid for at one and one-half (1 ½) times the regular rate of straight time up to 12:00 midnight. Work performed in excess of ten (10) hours in a workday will be paid for at two (2) times the rate of straight time. All other times shall be paid for at two (2) times the rate of straight time which includes Saturdays, Sundays and any day recognized by this Agreement as a holiday and for all work performed on an emergency call-back basis. There shall be no duplication or pyramiding of the overtime/premium provisions.
- 8.4 **Ten (10) hour Shifts:** The District will be allowed to create work shifts for permanent and temporary employees consisting of ten (10) hours per day for four (4) consecutive days, falling between Monday and Friday, with mutual consent of the District and the employee, without incurring overtime as referenced in Paragraph 8.3. Hours worked in excess of a 10-hour work day shall be paid as follows:
- a. Extra hours beyond the 10-hour daily shift shall be paid at one and a half (1 ½) times the regular rate, up to twelve (12) hours.
  - b. Extra hours beyond the 10-hour daily shift shall be paid at two (2) times the regular rate for all hours beyond twelve (12) hours.
  - c. Extra hours worked on days outside the 10-hour shift weekly schedule shall be paid at two (2) times the regular rate for all hours worked.
- 8.5 **Compensatory Time.**
- 8.5.1 **Options:** In lieu of receiving pay for overtime work, 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.
- 8.5.2 **Credit, Accrual:** 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 of overtime worked. Employees may accrue no more than two hundred forty (240) hours of compensatory time. All overtime worked after an employee has accrued two hundred forty (240) hours of compensatory time shall be paid for at the overtime rate of pay at the end of the fiscal year.
- 8.5.3 **Termination of Employment:** Upon termination of employment, all balances of compensatory time remaining shall be paid at a rate no 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.
- 8.5.4 **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.

**Article 9 Salaries**

9.1 **General Provisions:** All salaries shall be computed and paid on a bi-weekly basis. 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.

9.2 **Specific Provisions:** Effective July 1, 2022, the hourly wage paid to individuals covered by this collective bargaining agreement shall be the same rate as is set for the employee's respective position by the prevailing labor agreement between the respective trade union and their contractor association, as outlined in Appendix A. The Union shall be responsible for submitting the wage rates of its affiliates and submitting them to the District on an annual basis or upon any change to the rate taking effect.

9.3 **Shift Differential**

9.3.1 **Shift Definitions:**

a. **Regular Shifts:**

- **First Shift:** When so elected by the board, shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked the first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours works.
- There shall be no requirement for the day shift when either the second or third shift is worked.
- **Second Shift:** The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Employees on the swing shift shall receive eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7 1/2) hours work.
- **Third Shift:** The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Employees on the graveyard shift shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours work.

b. **Irregular Shifts:** When shifts are scheduled for hours that do not conform to the hours of the shifts listed above, the parties agree that the provisions of the shift in which the majority of the hours worked fall within shall prevail.

9.3.2 **Lunch Period:** A lunch period of thirty (30) minutes shall be allowed on each shift.

9.3.3 **Overtime:**

a. **Rate:** All overtime work required after the completion of a regular shift shall be paid on one and one-half (1 1/2) times the shift hourly rate, up to ten (10) hours at which time the overtime provisions of Article 7 shall prevail.

- b. **No Pyramiding:** There shall be no pyramiding of overtime rates and two (2) times the straight time rate shall be the maximum compensation for any hour worked.

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**Article 10 Insurance Benefits**

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**10.1 Eligibility and Enrollment:**

- 10.1.1 **Eligibility:** To be eligible for insurance benefits the Building and Construction Trades employees must be paid on the Building and Construction Trades permanent employees' pay schedule and be assigned and working twenty (20) or more hours per week to qualify.
- 10.1.2 **Enrollment for Health Coverage:** The employee must enroll to receive health plan coverage. Employee may enroll in employee only or family coverage.

**10.2 Health Coverage:**

- 10.2.1 Employees may enroll in employee only, employee + 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.** The Board of Education agrees to provide dental insurance through a carrier to be selected by the Board of Education for all employees who are permanent certified and who work twenty (20) or more hours per week.

- 10.3.1 **District Contribution – Effective January 1, 2019:**
  - a. **Contribution – 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. **Contribution – Employee + 1:** Employee-Plus-One: 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. **Contribution – 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 \$100,000 in coverage. The amount of coverage existing employees may purchase with evidence of good health will be determined by the insurance carrier. Evidence of good health for new employees is not required for supplemental life if applied for during the first 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**

**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), the Public Employees Retirement Fund (PERA) or the Minneapolis Teachers' Retirement Fund Association (MTRFA) 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 65, subject to the administrative requirements of the district, the carrier contracts, labor agreement, and state and federal law. Dependents may remain in the group until the retired employee is no longer eligible.

**10.6.1 Premium Payment.** Retired employees shall pay the total premium plus the additional two percent administrative fee charged under COBRA.

**10.6.2 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 19 pay period deductions.

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**Article 11 Other Terms and Conditions of Employment**

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**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. **Additional Information:** For detailed current information concerning deferral limits, see the IRS website ([www.irs.gov](http://www.irs.gov))
- 11.2.5 **Consultation with plan representative or website:** 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.
- 11.2.6 **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. The district reserves the right to provide the equipment in lieu of payment. Unless the equipment is provided by the District, the following provisions shall apply:

11.4.1 **Permanent Employees:** The District shall provide an annual payment of two hundred twenty-five dollars (\$225.00) to each permanent employee for the purchase of safety shoes and personal protective equipment. The annual payment will be paid to each permanent employee no later than the first paycheck in September.

11.4.2 **Temporary Employees:** Safety shoe and personal protective equipment allowances shall be governed by the attached Memorandum of Agreement, which shall be in effect for the term of this agreement.

11.4.3 **Policy:** The Facilities Department will develop and implement a policy on the issuance and wearing of protective safety equipment and clothing, including the right to direct the replacement of safety shoes or personal protective equipment as needed to maintain workplace safety.

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## Article 12 Grievance Procedure, Employee Discipline

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### 12.1 Grievance Procedure

12.1.1 **Purpose:** This grievance procedure is established to resolve any specific dispute between the employee and the Board 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 Board. 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 Board and to the Union. Upon receipt of the grievance, the Union shall forward a copy to the Director of Labor 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 Labor Relations or his designee. The Director of Support Services shall give the Union, the employee and Director of Labor Relations or his designee the Board'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 Board's official representatives shall be the Director of Labor 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 Board 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 Board and the Union requesting that he set a time and a place, subject to availability of the Board 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 Board 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 Board 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 Board 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 Board, 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 Board 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, 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 Board will discipline employees who have completed the required probationary period only for just cause. Just cause shall be defined in accordance with the Rules of the Minneapolis Civil Service Commission.
    - 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 Agreement.
      2. **Alternative Appeal Process:** 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 or District rules, policies, or procedures.
19. Knowingly making a false material statement to the District's representative during an investigation into employment related misconduct.
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 well being of other workers or the public, immediate action may be necessary.

12.2.6 **Appeal Rights of Employees.** 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. A veteran discharged or disciplined during probation is not entitled to a hearing under Minnesota Statute 197.46

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 non-probationary 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 (30) 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 Layoff and Reinstatement**

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

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

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

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

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

13.1.3 **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.

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

13.2.1 **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.

13.2.2 **Duration**

- a. **Full-Time Permanent Employee:** Full-time 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.

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

### 13.3 **Layoff, Re-Employment, Reinstatement, and Restoration**

13.3.1 **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.

13.3.2 **Layoffs and Bumping:** Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds, lack of work, or reorganization to reduce the number of employees in the classified service in any department, the department head shall immediately report such pending layoffs to the Human Resources Department. Then, pursuant to the following guidelines, the Human Resources Department will determine the status of those persons affected, will submit such information to the department(s) involved, and the department will make proper notification to the employees involved.

- a. **General Order of Layoff:** Except when layoff is for medical or other similar reasons, layoffs shall be made in the following order:
  1. Temporary employees
  2. Probationary employees
  3. Permanent employees
- 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 department may require a satisfactory medical report from the District's health services provider before re-employment. Generally, if the period of time an employee is expected to be off the job is less than six months, a leave without pay may be a more appropriate action.
- 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.

13.3.3 **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.

13.3.4 Re-employment of Laid off Employees. Any employee in the classified service who has been laid off may be re-employed without examination in a vacant position of the same class within three years of the layoff. An employee recalled from layoff who declines an appointment, no longer meets the current qualifications for the job including any physical or licensing requirements or is unable to perform the essential functions of the job will be removed from the list unless a waiver for satisfactory reason is approved. Failure to receive an appointment within the three years will result in the eligible candidate's name being dropped from the list. However, the eligibility of employees on the layoff list shall be extended for the period of military service upon due notice to the District by employee of such military service.

13.3.5 **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.a.4.iii above), 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.

#### 13.4 Resignations

13.4.1 **Withdrawal of Resignation:** A person may request to withdraw a resignation at any time prior to action on the resignation by the Board of Education

13.4.2 **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.

13.4.3 **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.

13.4.4 **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.

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## 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.

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### Article 15 Non-Discrimination

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- 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 the contract on behalf of the Union.

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### Article 16 Severability Clause

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- 16.1 **Conflicts with State or Federal Law:** If any provision of this contract or any application of this contract to any member of the unit or group of members in the unit shall be found contrary to 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.
- 16.2 **Renegotiation:** The provision found to be contrary to state or federal law shall be renegotiated by the parties.

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### Article 17 Complete Agreement

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- 17.1 **Effect:** This Agreement constitutes the full and complete agreement between the Board of Education and the Minneapolis Building and Construction Trades Council. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Article 18 Duration of Agreement**

18.1 **Effective Date:** This Agreement shall be effective as of the 1<sup>st</sup> of July, 2022, until June 30, 2027, and shall continue thereafter unless written notice to change or modify the Agreement is served by either party on the other party. All salary rates set forth herein shall be effective in accordance with the applicable dates shown on Appendix A.

**FOR SPECIAL SCHOOL DISTRICT NO. 1:**

  
Kim Ellison (Oct 26, 2022 14:36 CDT)

**Chairperson, Board of Education**

**Oct 26, 2022**

**Date**

  
Candra Bennett (Oct 20, 2022 21:27 CDT)

**Senior Human Resources Officer**

**Oct 20, 2022**

**Date**

**FOR MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL:**



**Business Manager**

**10/19/2022**

**Date**

**APPROVED**  
**September 13, 2022**  
**Board of Education Meeting**

## Appendix A      Hiring Hall Employees

# MINNEAPOLIS PUBLIC SCHOOLS Labor Relations/Contract Administration

## Agreement

**THIS AGREEMENT** is by and between Special School District No. 1, Minneapolis Public Schools (hereinafter referred to as the "District") and the Minneapolis Building and Construction Trades Council (hereinafter referred to as the "Union"). This agreement shall be effective July 1, 2022, through June 30, 2027.

## RECITALS

WHEREAS, the District has been authorized by Chapter 54 of Minnesota Session Laws (the "Enabling Legislation") 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 as listed;

WHEREAS, the District has been authorized by Chapter 54 of Minnesota Session Laws (the "Enabling Legislation") 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 apprentices as listed

Bricklayer	Foreman, Sheet Metal
Bricklayer Crew Foreman	Foreman, Sprinkling Systems
Bricktender	General Foreman, Building Trades
Carpenter	General Foreman, Painting & Glazing
Cement Finisher	General Foreman, Pipefitting
Cement Finisher Crew Foreman	General Foreman, Plumbing
Foreman, Carpentry	Glazier
Foreman, Masonry	Glazier Crew Foreman
Foreman, Painters	Iron Worker
Foreman, Pipefitting	Iron Worker Crew Foreman
Foreman, Plumbing	Operating Engineer
Foreman, Roofing	Painter

Pipefitter	Roofer
Plasterer	Sheet Metal Worker
Plasterer Crew Foreman	Sprinkler Fitter
Plaster Tender	Woodworking Machine Operator
Plasterer Tender Labor Crew Foreman	Woodworking Machine Layout
Plumber	
Plumber Laborer	

WHEREAS, the Enabling Legislation allows for such agreements to provide for the use by the District of hiring hall services 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 paid in the prevailing labor agreement between the individual's trade union and their contractor association. The Union shall aggregate the wage rates of its affiliates and submit them to the District on an annual basis or upon any change to the rate taking effect. It is specifically agreed by the parties hereto that the Wage Rate includes all amounts necessary 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 benefits provided to permanent District employees, except as provided in paragraph #4 below.
- 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 Attachment 1 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.** Full-time 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 full time service requirement for 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. **Union Stewards.** The Union may designate certain bargaining unit employees to act as stewards and shall certify to the Employer, in writing, their names, along with the names of business representatives and/or officers of the Union who shall be authorized by the Union to investigate and present grievances. In the event that the Union is unable or unwilling to appoint a permanent employee as a Steward within the School Board, the Union shall have the right to appoint a temporary employee as a Steward. He/she shall be allowed to perform his/her steward functions and shall have lay-off protection until and if he/she is the last temporary employee employed by the School Board. The Employer agrees to recognize such representatives, subject to the following:
  - The Union may designate one (1), but not more than one (1), steward on each shift.
  - Designated and certified stewards shall be granted reasonable time off, with pay, (at management discretion, and any dispute shall be subject to the grievance procedure), in order to perform their duties during their normal working hours. Such stewards, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause. Stewards and other representatives of the Union shall not interfere in any way with the Employer's operation or with the performance of work by its employees. Nothing in this paragraph, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.
  
7. **Work Rules.** Employees hired pursuant to this Agreement are required to comply with the Employer's policies, procedures and work rules. Management has exclusive rights for termination of employment "at-will" except in the case of stewards as provided for under item 6 "Union Stewards".



8. **Hiring Hall.** The Union shall be the sole and exclusive source of referral of applicants for employment. The Employer shall have the right to reject any applicant for employment.
9. **Term.** This Agreement shall be effective July 1, 2022, to June 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than sixty (60) days prior to expiration that it desires to modify or terminate the Letter of Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.
10. **Severability.** Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void leaving the remaining terms in full force and effect. The parties shall promptly seek to negotiate substitute provisions which are in conformity with the applicable laws.

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

<b>For the District</b>		<b>For the Union:</b>
<i>Alicia Miller</i>		
<a href="#">Alicia Miller (Sep 27, 2022 14:06 CDT)</a>		
Alicia Miller Director, Employee Relations		Dan McConnell, Business Manager Minneapolis Building and Construction Trades Council
Date: <b>Sep 27, 2022</b>		Date: <b>Sep 27, 2022</b>

## **Grievance Procedure**

1. This grievance procedure is established to resolve any specific dispute between the employee and the Board concerning, and limited to, the interpretation or application of the provision of this Agreement.
2. An employee presenting a grievance may elect to be represented by a Union representative of his choice at any step of the procedure.
3. A Grievance shall be resolved in the following manner:

**Step 1.** 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 Board. The supervisor shall attempt to adjust the complaint at that time.

**Step 2.** 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 Board and to the Union. Upon receipt of the grievance, the Union shall forward a copy to the Director of Labor 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 with seven (7) calendar days after receipt of the grievance.

**Step 3.** 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 Labor Relations or his designee. The Director of Support Services shall give the Union, the employee and Director of Labor Relations or his designee the Board's written answer with seven (7) calendar days after receipt of the grievance.

**Step 4.** 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 Board's official representatives shall be the Director of Labor Relations or designee. 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 Board 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 Board and the Union requesting that he set a time and place, subject to availability of the Board and Union representatives. The arbitrator shall have no right to amend, 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 Board and the Union and shall have no authority to make a decision on any other issue not so submitted. 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. The fee and expenses of the arbitrator shall be divided equally between the Board and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

4. The Board 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.
5. The time limits established in this Article may be extended by mutual written consent of the Board, the employee and the Union.
6. 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 Board not respond within the prescribed time limits, the grievance will proceed to the next step.
7. 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.

# Memorandum of Agreement – Safety Equipment, Hiring Hall Employees

## MEMORANDUM OF AGREEMENT

Between

SPECIAL SCHOOL DISTRICT NO. 1, MINNEAPOLIS PUBLIC SCHOOLS

and

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL

**Effective Date:** July 1, 2022, through June 30, 2027



**Topic:** Safety Shoes and Personal Protective Equipment, Hiring Hall Employees

**WHEREAS**, Article 11.4, of the 2022-2027 collective bargaining agreement between the District and Trades Council specifies a safety shoe and personal protective equipment allowance; and

**WHEREAS**, the District and Trades Council share an interest in maintaining consistency among District employees and Hiring Hall employees;

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

1. Hiring Hall employees shall be eligible for a safety shoe and personal protective equipment allowance of \$200, subject to the terms and conditions of the MOA.
2. In order for a Hiring Hall employee to receive the allowance, the following conditions must be met:
  - a. The Hiring Hall employee must have worked for the District at least ninety (90) days in the previous work year, July 1<sup>st</sup> – June 30<sup>th</sup>.
  - b. The Hiring Hall employee must be required by the District to wear safety shoes or personal protective equipment, and such equipment has not been provided by the District.
  - c. The Hiring Hall employee must acknowledge that they have not been reimbursed by any outside employer for the same purchase.

For the District	For the Union:
 Alicia Miller (Sep 27, 2022 14:06 CDT)	
Alicia Miller Director, Employee Relations	Dan McConnell, Business Manager Minneapolis Building and Construction Trades Council
Date: Sep 27, 2022	Date: Sep 27, 2022

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