AGREEMENT

BETWEEN

SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS PUBLIC SCHOOLS

AND

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES
LOCAL 320

REPRESENTING:

BUS DRIVER
TRUCK DRIVER
SCHEDULER
SCHOOL BUS DRIVER INSTRUCTOR
BUS AIDE
Courier

effective

July 1, 2024 through June 30, 2026

Minneapolis Public Schools
Minneapolis, Minnesota 55411
An Equal Opportunity Employer

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AGREEMENT

Article 1 Definition of Agreement

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

1.2 **Purpose:** The purpose of this Agreement is to promote orderly and constructive relationships between the District, the employees of this unit and Local No. 320.

Article 2 Recognition

2.1 The District recognizes Local No. 320 as the certified exclusive representative for the unit, consisting of all employees in the classification of School Bus Driver, Scheduler, School Bus Driver Instructor, Bus Aide, Truck Driver, and Courier.

2.2 The District agrees that Local No. 320 is the exclusive representative for all personnel defined in Section 2.1, and that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.

2.3 Disputes which may occur over the inclusion or exclusion of new or revised job classifications in the unit described in Section 2.1 shall be referred to the Bureau of Mediation Services for determination.

Article 3 Definitions

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

3.1 **Employee:** Any person who holds a position in the unit for which the Union is the certified exclusive representative and who works more than fourteen (14) hours per week and one hundred (100) workdays per year.

3.2 **District:** The Board of Education of Special School District No. 1, Minneapolis, Minnesota.

3.3 **Terms And Conditions Of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the District 's personnel policies affecting the working conditions of the employees. The term is subject to the provisions of Section 179A of the PELRA regarding the rights of public employers and employees and the scope of negotiations.

3.4 **Probation:** The probationary period is the final step in the selection process before an employee gains permanent status. The primary objective of the probationary period is evaluation of the employee's job performance.

3.4.1 **Initial Employment or Reemployment:** Probationary employees are "at will" employees. An employee whose performance is unsatisfactory may be released at the discretion of the employer during the first one hundred and thirty (130) duty days worked, excluding holidays, vacation, and sick days. Probationary releases shall not be subject to the grievance procedure by either the union or the employee.

3.4.2 **Promotion or New Classification:**

a. **Permanent Employees:** Permanent employees who transfer to another job classification or receive a promotion must serve a probationary period of sixty (60) duty days in their new classification, excluding holidays, vacation, and sick days, to be deemed permanent in their new classification.

b. **Probationary Employees:** Probationary employees who transfer to another job classification or receive a promotion while still in their probationary period must serve a probationary period in their new classification of one hundred and thirty (130) duty days worked, excluding holidays, vacation, and sick days, to be deemed permanent in their new classification.

3.5 **Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Article 4 Rights and Obligations of Employees

4.1 **Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative of an employee to the expression or communication of a view, complaint or opinion on any matter so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.

4.2 **Right to Join and Participate**: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees choosing to participate in internal Local No. 320 affairs as officers, stewards, and committee persons shall be free to do so without fear of penalty or reprisal.

4.3 **Request for Dues/Initiation Fee Check Off**: Pursuant to PELRA, the exclusive representative, shall be allowed dues checkoff. Upon receipt by the District of a properly executed authorization card or data provided by Local No. 320 indicating which members have properly executed an authorization card, the District agrees to deduct during each payroll period an amount sufficient to provide the payment of dues established by Local No. 320 from the wages of all employees authorizing such deductions. Deductions shall be made and may be terminated in accordance with the provisions outlined on the dues authorization by the union. Local No. 320 will indemnify, defend, and hold the Board of Education harmless against any claims made and against any suits instituted against the Board of Education, its officers or employees, by reason of payroll deductions for dues.

4.4 **Remittance of Dues Deduction:** The District agrees to remit the total dues deduction for each pay period together with an itemized statement to Local No. 320 no later than ten (10) days following the end of a payroll period.

4.5 **Political Action Committee:** Upon receipt of a properly executed voluntary authorization card from an employee, the District will deduct from the employee's salary such amounts as the employee authorizes to pay to MINNESOTA TEAMSTERS' DRIVE.

4.6 **Hold Harmless and Indemnity:** Local No. 320 will indemnify, defend, and hold the District harmless against any claims made and against any suits instituted against the District, the District, its officers or employees, by reason of payroll deduction.

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

4.8 **Current Licenses:** Employees required to possess a valid license as a condition of employment (e.g., a valid commercial driver's license), must notify their supervisor of any change in status of said license within twenty-four (24) hours of the change. This includes, but is not limited to expiration, suspension and/or revocation of a license.

Article 5 District's Rights and Obligations

5.1 **Management Responsibilities:** It is the obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District, subject to the provisions of all federal and state law including the PELRA.

5.2 **Inherent Managerial Policy:**

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

5.2.2 The District has the right and is entitled, without negotiation or reference to any agreement resulting from negotiation, to operate and manage its affairs solely at its discretion and in any lawful manner not otherwise limited by this Agreement or PELRA.

5.2.3 The District, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the District in all of its various aspects, including, but not limited to, the right to direct the working forces, plan, direct and control all the operations and services, determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, make and enforce

reasonable rules and regulations and change or eliminate existing conditions, equipment or facilities.

5.3 **Managerial Rights Not Covered By This Agreement:** The foregoing enumeration of District rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District. These managerial rights may be changed by courts of competent jurisdiction in interpreting PELRA.

5.4 **Management Obligations:**

5.4.1 **Conducting Union Business:** The District will afford reasonable time off without pay to elected officers or appointed representatives of Local No. 320 for the purposes of conducting the duties of Local No. 320. The District will allow, during working hours on the District's premises and without loss of pay, the elected officers to attend negotiating meetings; transmit communications authorized by the Union or its officers to the District; consult with the District or their representative concerning the enforcement of any provisions of this Agreement. The Union shall notify the Director of Transportation of the names of all elected officers or appointed representatives and stewards.

5.4.2 **Organizational Leave:** The District will provide for leaves of absence without pay to elected officers or appointed representatives of Local No. 320.

5.4.3 **Meetings during Lunch & Break Periods:** The District shall allow business agents of Local No. 320 to meet with Local No. 320 members during lunch and break periods. Business agents of Local No. 320 must provide advance notice to, or check-in upon arrival, with management when visiting District's premises.

5.4.4 **Use of Facilities:** The District will allow the use of conference rooms or facilities upon permits secured from the proper authority in accordance with rules and regulations of the District before work, during lunch breaks and after the workday.

5.4.5 **Bulletin Boards:** The District will furnish designated bulletin boards for the posting of Local No. 320 notices in the lunchroom.

5.4.6 **Notification – New Employees:** The District shall furnish Local No. 320 with the names and classifications of all newly hired and promoted unit employees within five (5) working days after Board action.

5.4.7 **Uniforms, Eyewear and Safety Shoes:**

a. **Eyewear:**

1. Each employee designated by management because of job function or required by state regulations shall obtain and wear protective eyewear while on duty.
2. Eyewear supplied by vendor(s) under contract to the District and complying with appropriate safety regulations shall be provided to said employees.
3. Designated employees regularly fitted with prescription eyewear shall provide a current (not more than 90 days old at the time of application) prescription to the vendor. A second set of prescription

lenses shall be provided during the term of this agreement in the event there is a documented change in the sight of the employee.

4. Additions to the basic eyewear provided by the District shall be at the employee's expense. However, in no instance shall they detract from established safety regulations.

b. **Safety Shoes:** The District shall contribute a $200.00 allowance per year for the purchase of safety shoes to all employees who are required to wear safety shoes on or about August 1 of each year. Effective July 1, 2002, the District will contribute a $300.00 allowance per year for the purchase of safety shoes to all employees who are required to wear safety shoes annually no later than the last pay period.

5.4.8 **Mandatory When Required:** When required, the wearing of safety shoes, uniforms and coveralls, and safety eyewear shall be mandatory.

5.4.9 **Mandatory Training:** When mandatory training is offered by the District, all drivers must attend. At least two (2) training sessions will be scheduled for drivers each year.

5.5 **Labor Management Committee**: A joint/labor management committee will be established to develop an alternative dispute resolution process to address conflicts that are not covered by the contract and/or district policies.

Please Note: all employees are expected to conduct themselves at the highest level of professional behavior at all times. Nothing in this section shall be construed as limiting these standards.

Article 6 Communication

6.1 **Quarterly Meetings:** The District and Local No. 320 agree to meet quarterly for the purpose of reviewing and discussing matters of common interest. The time and place of such meetings shall be set by mutual agreement of the two parties at the request of either party.

6.2 **Other Meetings:** Other meetings may be held between the District and Local No. 320 at the request of either party, as the need arises, at times mutually agreed upon.

6.3 **Written Record:** Any issues discussed at such meetings, as designated in Articles 1 or 2, and upon which mutual agreement is reached will be committed to writing and posted when appropriate.

6.4 **Publication and Distribution of Agreement**: Any agreements reached related to terms and conditions of employment, as a result of the processes provided for in the PELRA shall be incorporated in an appropriately designed document, a copy of which shall be available on the District's Employee Relations website.

Article 7 Vacation

7.1 **Basis for Vacation Selection:** Vacation periods shall be selected on the basis of seniority within each department. Scheduler vacation requests will be honored on a first come, first served basis. Up to three (3) Schedulers may take vacation during non-busy periods as determined by management.

7.2 **Limitations:** There shall be no more than eight (8) drivers on vacation at any one time.

7.3 **Advance Notification:** When practicable all vacation requests must be submitted one (1) week in advance for approval by the Director of Transportation or designee.

7.4 **Vacation Bid Period:** Vacations will be bid through the second week of school. Any vacation slots not filled by seniority during this period will be filled on a first come first served basis. Once these remaining slots are filled, the person signing said slot cannot be bumped.

7.5 **Probationary Employees:** Probationary employees shall not be eligible to use accrued vacation until they have successfully completed their probationary period.

7.6 **Service Credit:** For the purpose of the provisions of this section, an additional year of service will be credited at each employee's anniversary date of employment. Employees who have been on leave of absence for more than 180 days will not be credited with one year of service toward their vacation benefit.

7.7 **Vacation Calculation:** All vacation will be calculated on a direct proportion basis for all credited hours without regard to the calendar year. Credited hours shall include all hours worked but shall exclude overtime, unpaid leave, disability and workers' compensation. Vacation may be cumulative up to two hundred-eight (208) hours.

- 7.7.1 **First Seven Years:** Vacation with full pay shall be calculated by multiplying the number of hours worked by 0.0462, not to exceed twelve (12) workdays each year for the first seven (7) years of employment.
- 7.7.2 **Eighth Year**: Vacation with full pay shall be calculated by multiplying the number of hours worked by 0.0615, not to exceed sixteen (16) workdays each year beginning with the eighth (8th) year of employment.
- 7.7.3 **Sixteenth Year**: Vacation with full pay shall be calculated by multiplying the number of hours worked by 0.0808, not to exceed twenty-one (21) days each year beginning with the sixteenth (16th) year of employment.
- 7.7.4 **Twenty-First Year**: Vacation with full pay shall be calculated by multiplying the number of hours worked by 0.1, not to exceed twenty-six (26) working days each year beginning with the twenty-first (21st) year of employment.

7.8 **Limitation on Accrued Vacation Hours:** Effective September 1, 2011, an employee's number of accrued vacation hours shall not exceed the maximum of two hundred-eight (208) hours; excess hours at the end of the contract year shall be lost.

Article 8 Seniority

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

8.2 **Assignment Preference:**

8.2.1 **Preference for Bidding:** Senior qualified employees shall have first preference for bidding on routes. This preference, through seniority, shall be renewed at least once each year.

8.2.2 **Straight Through Positions:** There will be seven (7) positions paid straight through when school is in session; however, on days when school is not in session, there will not be any matching of positions to trucks in service. The seven (7) positions will consist of School Bus Driver positions including the three (3) portal-to-portal positions.

8.3 **Premium Pay:** All new jobs paying premiums shall be bid on the basis of seniority, with the job going to the qualified employee with the most seniority.

Article 9 Holidays

9.1 There shall be twelve (12) paid holidays as follows (with the following caveat*):

1. New Year's Day
2. A day designated by the District for the observance of Martin Luther King's birthday
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Friday following Thanksgiving
10. Christmas Eve Day
11. Christmas Day
12. New Year's Eve Day

* The employee works the scheduled workday before and/or the scheduled workday after said holidays regardless of whether the employee is classified as a "twelve month" or "school year" employee. In lieu of working the day before and/or after, the employee may use vacation hours.

Article 10 Grievance Procedure and Employee Discipline

10.1 **General Statements:**

10.1.1 **Intent:** The District and the Union desire that each employee have a means by which grievances may be given timely, fair and continued consideration until resolved.

10.1.2 **Definition - Grievance:** A grievance shall be defined as any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement and all disciplinary actions for just cause. Suspensions may not be consecutive.

10.1.3 **Definition – Terms:** Unless otherwise modified herein, all terms shall be defined as provided in the procedure promulgated by the Bureau of Mediation Services.

10.1.4 **Civil Service Commission:** Under the PELRA, employees in a recognized bargaining unit may choose to grieve the disciplinary action through their contract provisions. In such cases, the Civil Service Commission will not

conduct a hearing nor enter into the process. Similarly, an employee who chooses to appeal a disciplinary action to the Commission waives their right to file a grievance through a contract.

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

10.2 **Time Limitation And Waiver:**

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

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

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

10.2.3 **Waiver of Grievance:**

a. Failure to file any grievance within such period shall be deemed a waiver thereof.

b. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

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

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

10.3 **Adjustment Of Grievance:**

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

10.3.1 **Step 1:**

a. **Informal Discussion:** The employee will informally discuss the grievance with their immediate supervisor.

b. **Written Grievance:** If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing by the Union Representative and submitted to the supervisor with a copy to the Employee Relations Department representative. The written grievance shall set forth the nature of the grievance, the specific facts giving rise to

the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy sought. The written grievance must be submitted within twenty (20) workdays after the event giving rise to the grievance.

c. **Supervisor Response:** Within ten (10) work days following submission of the written grievance, the supervisor shall answer the grievance in writing was a copy of the answer to the Employee Relations Department and union representative.

10.3.2 **Step 2:**

a. **Submission to Step 2:** If the grievance has not been resolved within ten (10) working days after the supervisor's response is due, it may be presented in writing along with the reasons why the Step 1 response was not acceptable by the Union to the Employee Relations Department representative.

b. **Grievance Meeting:** The Employee Relations representative shall arrange a meeting with the designated Union representative to discuss the grievance within ten (10) work days of receipt of the Union's written appeal.

c. **District Response:** The Employee Relations representative shall respond to the Union Representative in writing within ten (10) work days following the Step 2 grievance meeting.

10.3.3 **Step 3:**

a. **Submission to Step 3:** If the grievance is not resolved at Step 2, either party may request non-binding mediation by filing a request to the Bureau of Mediation Services within ten (10) work days after the Employee Relations representative response has been received or, in the absence of a response, when the response was due.

b. For grievances arising out of the due process or disciplinary process, the grievance may skip Steps 1 and 2 and proceed directly to mediation with the mutual agreement of Local No. 320 and Employee Relations.

10.3.4 **Step 4:**

a. **Referral to Arbitration:** If the grievance is not resolved within ten (10) work days after the Employee Relations representative's response is due in Step 2, or if no settlement is reached as a result of the mediation conference either party may refer the matter to arbitration. Any request for arbitration will be in writing and must be received by the other party within ten (10) work days following the mediation conference, the date of the Employee Relations representative's response, or, absent a response, the date the Employee Relations representative's response was due.

b. **Selection of Arbitrator:** The District and the grievant or the grievant's representative may select a mutually acceptable arbitrator. If not able to do so, the Union may request a list of seven (7) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. The District and the grievant or the grievant's representative shall determine who is to strike the first name from the list by the toss of a coin. Each party

will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance.

c. **Limitations on Arbitral Authority:** The arbitrator shall not have the power to modify, ignore, add to, or subtract from any provision of this Agreement, but shall make a final and binding decision. The arbitrator shall consider and decide only the issue(s) submitted by the parties, and shall have no authority to render a decision not so submitted. The arbitrator's Decision shall be rendered in writing within thirty (30) days after the close of the hearing or after submission of written briefs, whichever is later.

d. **Fees and Expenses:**

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

10.3.5 **Advanced Grievance Step Filing:** Certain issues, which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at an advance step where the action giving rise to the grievance was initiated. Such advancement will only be granted with mutual agreement between the appropriate Union representative and the appropriate Employee Relations representative.

10.4 **Employee Discipline:**

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

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

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

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

Article 11 Salaries

11.1 **Salaries:**

11.1.1 **School Bus Drivers:**

a. **Year One:**

1. Effective July 1, 2024, steps 1 – 3 shall be removed from the salary schedule and all School Bus Drivers shall move to step 1 (previously step 4).
2. Step movement for all eligible employees.
3. School Bus Drivers with 10+ years of service as an MPS School Bus Driver (as of the date of ratification of this agreement), and who were on step 3 or lower as of the last day of the prior year (June 30, 2024), shall receive one additional step.

b. **Year Two:**

1. 3% COLA increase to the salary schedule.
2. Step movement for all eligible Bus Drivers.

11.1.2 **Schedulers:**

a. **Year One:**

1. 3.0% COLA increase to the salary schedule
2. Step movement for all eligible members.

b. **Year Two:**

1. 3% COLA increase to the salary schedule.
2. Step movement for all eligible Schedulers.

11.1.3 **Bus Aides**:

a. **Year One:** Increase hourly rate to $17.00 per hour.

b. **Year Two:** 5% COLA increase to the hourly rate.

11.1.4 **Standby Route Differential:** School Bus Drivers who drive standby routes will receive an additional $0.75 hourly differential rate.

11.2 **Step Increases and Off-Schedule Lump Sum:**

11.2.1 **Step Progression:**

a. To be eligible for a step increase in a given job classification, an employee must have been worked in that job classification for at least one hundred ten (110) duty days during the contract year preceding the year in which steps are being awarded.

11.2.2 **Satisfactory Performance Required:** Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee shall be notified in writing if the increase is being withheld or delayed and the specific reasons therefore.

All such denials or delays shall be grievable under the provisions of Article 10 of the Agreement.

11.2.3 **Wage Rate Pending Negotiation of Successor Agreement:** In the event a successor Agreement is not ratified before June 30, 2026, employees shall continue to be compensated at the rate in effect on June 30, 2026 until a successor agreement is fully ratified.

11.3 **Salary Upon Promotion:** Effective July 1, 2012 when an employee is promoted from one grade level to a higher grade level they shall be placed on the step in the salary schedule for the new position that is closest to but higher than the employee's rate in the former classification. In no event shall the new salary be higher than the top step of the new classification.

11.4 **Salary Upon Demotion Due To Reduction In Force:** Effective July 1, 2012 when an employee is demoted into a classification with a lower salary range or lower grade level, the salary rate paid to the employee in the classification into which they have demoted shall be equal to the salary step within the salary range which is closest to but which does not exceed the previous salary rate paid to the employee in the classification from which they demoted.

Article 12 Hours of work

12.1 **Hours:** This section is intended to define the normal hours of work and to provide the basis for the calculation of overtime pay. Section 12.1 does not apply to School Bus Drivers.

12.1.1 **Normal Workday:** The normal workday shall be eight (8) hours of work. Summer workdays may be ten (10) hours per day in four (4) days, and the normal workweek, regardless of shift arrangements, shall be an average of forty (40) hours of work. Days off shall be consecutive.

12.1.2 **Notice of Changes:** Should it be necessary in the judgment of the department to establish daily or weekly work schedules departing from the normal workday or the normal work week, notice of such change shall be given to Local No. 320 and the affected employee(s) as far in advance as is reasonably practicable.

12.2 **Meal Period:** Employees shall be allowed to take one (1) continuous thirty (30) minute unpaid lunch period in any one (1) day. Employees who wish to have a meal period will have their schedules altered to accommodate their request. Meal periods shall not be compulsory at stops where the driver is responsible for equipment or passengers, nor shall meal periods be compulsory when or where there is no accessible eating place.

12.3 **Overtime:**

12.3.1 **Eligibility:** Overtime shall be paid to all employees who work in excess of eight (8) hours per day, five (5) days per week or ten (10) hours per day, four (4) days per week, or over forty (40) hours in a workweek. Employees who are regularly scheduled to work less than five (5) days per week are ineligible for overtime unless they have reached the forty (40) hours per week threshold (except as noted in Article 12.4.). Overtime for employees shall be time and

one-half (1-1/2) for each hour worked in excess of the established work schedule.

12.3.2 **Overtime Rate:** Overtime shall be time and one-half (1-1/2) for each hour worked when an employee is called in to work on Saturday. Overtime for employees shall be double time for each hour worked when an employee is called in to work on Sunday.

12.3.3 **Banking of Overtime:** Employees will be allowed to bank up to two hundred forty (240) hours of overtime to be used as a means of pay for non-working days, recess days, and summer break. Time banked may be paid at any pay period consistent with the pay cycle during the fiscal year in which it was earned and at the rate of pay it was earned. All time banked must be taken by the end of the fiscal year in which it was earned.

12.3.4 **Seniority Basis for Overtime Work:** Extra work requiring overtime or projects which are not specific to a scheduling area shall be offered on a seniority basis. When schedulers request assistance with scheduling duties in their areas, such work shall be offered on a seniority basis.

12.4 **Call Back Pay:** Call back pay shall be earned when an employee has left the work site and is then asked to return for additional work. Call back pay shall be at the rate of time and one-half (1-1/2) and the employee shall be guaranteed four (4) hours pay at said rate.

12.5 **Schedule Change:**

12.5.1 Unless an employee is informed twelve (l2) hours before their regular paid schedule, the employee who was required to report prior to the employee's regular "bid" schedule, or required to stay beyond the employee's regular "bid" schedule, shall receive the overtime rate for such time. This provision does not apply to special assignment and substitute drivers.

12.5.2 When there is a continuation of a regular workday, the overtime shall go to the driver initially assigned to work at the beginning of said day. Bumping does not apply. If the primary driver refuses or is not available for the overtime, the overtime shall go to the senior available driver.

12.6 **In-Service Training:** Management will make every attempt to conduct in-service training on release days not immediately adjacent to holidays or on the holiday itself.

12.7 **Substitute Drivers:**

12.7.1 **Open Positions – Eleven Days or Less:** All open positions of eleven (11) days or less (due to scheduled and/or unscheduled absences) are assigned daily to substitute drivers. The substitute driver remains with the open position until the regular driver returns.

12.7.2 **Positions Open after Eleven Days:** Positions that remain open due to extended absences of more than eleven (11) days will be first offered to the most senior substitute driver for permanent assignment. If work is refused by all substitute drivers, it will be permanently assigned to the least senior substitute driver first, if staffing levels permit, or filled through other means.

12.7.3 **Open Positions Not Bid On:** Work assignments that are not bid on during the bid process will be assigned to the lowest senior substitute driver on up the seniority list until all open work assignments have been covered.

Article 13 Bidding, Assignments & Reduction in Force

13.1 **School Bus Drivers**:

13.1.1 **Two Bids per School Year:** There shall be two (2) bids each school year: a bid prior to the start of a school year and an additional bid between Thanksgiving and winter break that will be effective after the winter break. Management will make every attempt to provide a minimum two (2) week notice of bid dates/times.

13.1.2 **Three Day Notice:** Bids will be posted a minimum of three (3) working days prior to the start of the bidding process. Any and all scheduled "off" days that fall during that three (3) day period do not count against the three (3) day notice.

13.1.3 **Detail to Building and Grounds:** Drivers who are not assigned to drive may be detailed to work in the Buildings and Grounds Department temporarily provided there are no laborers/grounds equipment operators eligible for recall.

13.1.4 **Medical Leave/Worker's Compensation:** Drivers who are on an approved leave of absence and/or on worker's compensation or long-term disability shall be required to submit a doctor's slip indicating "no restrictions" at least twenty-four (24) hours prior to the bid to be eligible. If they return to work prior to the next scheduled bid, they will be assigned to a substitute driving position until the next bid.

13.1.5 **Posting Information:**

a. **Vehicle and Route Information:** Bids shall include the vehicle and/or route number, the anticipated length of the route in terms of time, and the anticipated starting and ending time of a route. Proxy bidding will only be used at the option of the individual drivers.

b. **Routes Paid Straight Through:** Routes posted for bid must include an indication of those routes which are paid straight through except for an unpaid lunch break. The District will make every reasonable attempt to keep as much work in house as possible during recess days and summer session (mid-day; after last a.m. in runs and prior to p.m. out runs). All work will be assigned based on seniority including full and partial release day work assignments.

13.1.6 **Guarantees:**

a. **Guaranteed Time:** Time stated on Bid Sheet will be guaranteed for the bid period.

b. **Non-Guaranteed Time:** Time stated for School Activity Trips (SAT), new trial programs, or run changes due to driver non-performance or work on full and partial release days will not be guaranteed.

13.1.7 **Portal-To-Portal Substitute Positions:** Bids for three (3) portal-to-portal substitute positions will be posted as routes paid straight through under provisions designated in this section. Bidding for open straight through positions shall be from the list.

13.1.8 **School Activity Trips (SAT):** Any School Activity Trips beginning at or after 6:00 p.m. shall be posted for bid. The driver bidding will be paid the normal deadhead time from the prior trip back to the terminal or from the prior trip to the SAT, whichever is less. Special assignment is excluded from this practice.

13.1.9 **Daily Extra Work:** Any driver accepting daily extra work, shall be paid deadhead time from the prior trip back to the terminal and from the terminal to the extra work assignment and back to the terminal or straight through if less than one (1) hour break, with the exception of lunch break.

13.1.10 **Assignment Preference:**

a. **Seniority:** Senior qualified employees will have first preference for bidding on routes. This preference, through seniority, shall be renewed at least once each year.

b. **Bidding Periods**: This preference through seniority will be renewed as follows: prior to the beginning of the school year, but no later than September 1, bid all available routes. A second bid will be held between Thanksgiving and winter break.

c. **Summer School Work:** All summer school work will be bid prior to the end of the last week of the school year. This preference, through seniority, will be a two (2) phase bid:

1. The first phase will be for a predetermined route,; and

2. The second phase will be for any available SAT run that commences at 6:00 p. m. or later.

d. **No Bumping after Signed Work Preference:** During the bid process, once an employee affixes their name by signature to the proffered document identifying their work preference for that specific bid period, the employee will not be able to bump a junior employee or request a change in assignment.

e. **Bus Assignments:** Buses will be assigned based on their compatibility to the route as determined by management.

13.2 **Scheduler**:

13.2.1 Bidding for Scheduler positions (shift arrangements) shall occur in the event of a vacancy in a permanent Scheduler position and annually prior to the start of a school year.

13.2.2 Such bidding shall occur in the filling of the permanent vacancy and the first vacancy created through the bidding process. Additional vacancies which occur as a result of the seniority bidding process shall be filled from the District eligible pool on the basis of the best qualified employee who meets the department's needs. The eligible pool is defined as all bargaining unit members who pass the testing process for the Scheduler position.

13.2.3 Bids for permanent Scheduler positions shall be posted for three (3) working days and all bidding shall be completed within that period.

13.2.4 **Intermittent Scheduler:** Intermittent Scheduler positions will be determined by the Director of Transportation and filled from the District eligible pool on the basis of the best qualified employee who meets the department's needs. The

applicant awarded the Intermittent Scheduler position will not be allowed to bid on regular school year routes, but will revert to their regular driver status (seniority position) on release days.

13.2.5 **Temporary Scheduler:** Temporary Scheduler positions will be determined by the Director of Transportation and filled from the District eligible pool on the basis of the best qualified employee who meets the department's needs. The applicant awarded the temporary Scheduler position will be allowed to bid on regular school year routes, and will revert back to their regular driver status (seniority position) on release days.

13.3 **Promotional Opportunities:**

a. **Posting:** The position of Scheduler is a promotional position. When a vacancy exists in a promotional job classification the vacancy shall be posted and filled through the application and testing process by the Human Resources Department.

b. **Routing:** For any promotional vacancy with internal applicants deemed qualified by the Human Resources Department screening, the Transportation department must interview the three (3) most senior qualified applicants with greatest District seniority.

c. **Selection:** The Director of Transportation will select the best qualified individual who meets the department's need, determined by the interview committee. The interview committee shall consist of:

- Director of Transportation or designee
- Assistant Director or designee
- Current Scheduler
- Safety Supervisor

There shall be two (2) observers, one (1) from Human Resources and one (1) Business Agent from Local No. 320.

d. **Notification to Employees:** Prior to the selection process, employees will be notified of the promotional procedure including criteria for selection.

13.4 **Behind the Wheel Trainer**:

13.4.1 **Eligibility and Qualifications:** Drivers who are qualified may bid on part-time Behind the Wheel Trainer positions in addition to their regular bid assignments. Qualifications shall include, but not be limited to: knowledge of defensive driving techniques; geography; equipment; radio procedures; teaching ability; driving record; attendance record; knowledge of Minneapolis Public Schools Policy and Procedures; behavior management techniques; and the ability to perform driver evaluations in a positive manner.

13.4.2 **Compensation:** Behind the Wheel Trainer positions will be paid an additional $2.50 per hour while performing Behind the Wheel Trainer duties.

13.4.3 **Staffing Shortages:** When exigent circumstances occur (sick leave, vacation, comp day, approved leave or refusal of work) that result in driver staffing shortages, management will assign Behind the Wheel duties to trained supervisory staff.

13.5 **Extra Work:** All refused and/or unassigned work will be given to contract drivers. When extra work exists, drivers desiring extra work shall sign up on the extra work list. The extra work list shall be for one (1) week duration Mondays through Sundays. Assignment of extra work shall be made in seniority order daily from the list.

13.5.1 **Employee Contact Information:** The scheduler staff will contact the employee utilizing current phone number(s) provided. Inaccurate information or the inability to reach the driver will result in the employee being passed over for that day's assignment.

13.5.2 **Removal from Extra Work List:**

a. Drivers will be allowed to remove their name from the extra work list with twenty-four (24) hours advance notice.

b. Drivers signing the list and refusing work (except verified illness and bona fide work restrictions) will be removed from the list for the balance of the workweek including the day of refusal.

13.6 **Detail Pay:** When employees are required to work out of their classification, i.e. School Bus Driver working as Truck Driver, etc., they will receive the hourly rate for the higher classification.

13.7 **Reduction in Force:**

13.7.1 **Order of Reduction:** In the event that a Scheduler or Truck Driver position is eliminated the following steps shall be taken:

a. All temporary employees shall be terminated before a reduction in force (RIF) can occur.

b. When a reduction in force occurs, the least senior employee in the classification being reduced is displaced. The displacement continues from the next least senior until the work force is reduced. All employees are listed by seniority within classification regardless of hours.

13.7.2 **Employee Options:** The displaced employee(s) has the following options:

a. Apply for other posted positions for which they meet the requirements by following the formal application process; or

b. Use their accumulated seniority during the RIF to return to a previously held job classification.

13.7.3 **Layoff:** Employees who do not obtain a position through one of these two options will be deemed separated by lay off.

Article 14 Assignment of Substitutes for Drivers

14.1 Any substitute driver will be paid on the basis of the established number of hours the route pays.

14.2 Substitute drivers shall be assigned to not less than two and one-half (2 1/2) hours of work in a morning run and two and one-half (2 1/2) hours of work in an afternoon run.

14.3 Drivers who are not working and who are on worker's compensation or long-term disability shall be excluded from the bidding process unless they have been medically cleared without restrictions twenty-four (24) hours prior to the bid. If they return to

work prior to the next regular scheduled bid, they will be assigned in a substitute status.

Article 15 Open Personnel Files

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

15.1 An employee upon written request (as outlined in the procedure established for this purpose) to the Human Resources Department may examine the contents of their personnel file.

15.2 A member of the professional staff of the Human Resources Department will share with the employee in a personal conference all material in the employee's personnel file.

15.3 An employee may be permitted to reproduce at their expense any contents of the personnel file.

15.4 The District may destroy such files as provided by law.

15.5 No material shall be placed in an employee's personnel file unless the employee has first received a copy of the material. An employee shall have the right to submit a response to any material placed in their file and such response will be attached to and become a part of the employee's file.

Article 16 Insurance Benefits

16.1 **General Statements**:

16.1.1 The District agrees to offer health, life, and dental group insurance benefits to eligible permanent certified employees covered by this Agreement.

16.1.2 These benefits are subject to the terms of the contract between the insurance carrier and the District.

16.1.3 **Domestic Partner Coverage:** Domestic partner coverage is available in the health, dental and vision insurance plans through the District

a. Employees must select the appropriate plan type to have their domestic partner included and list them as a dependent.

16.2 **Insurance Eligibility:**

16.2.1 **Basic Eligibility:**

a. The employee must be paid on the pay schedule for bargaining unit employees.

b. The employee must be assigned and working twenty (20) or more hours per week in a permanent assignment to qualify.

16.2.2 **Leaves of Absence:** The employee on an approved leave of absence may participate in group insurance benefits subject to Section 16.3.4 of this Article.

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

16.3 **Enrollment for Insurance Benefits:**

16.3.1 **Enrollment Requirements/Waiver of Enrollment:** The employee is automatically enrolled in life insurance. The employee must enroll to be covered by health insurance. An employee may waive all or some insurance coverage by completing a waiver of coverage form.

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

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

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

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

16.4 **Health Coverage:**

16.4.1 **Enrollment Required:** The employee must enroll to receive health plan coverage. Employees may enroll in employee only, employee plus one, or family coverage.

16.4.2 **District Contribution:**

a. **Employee Only:** The District will pay the total cost of the premiums towards the lower/lowest cost employee-only plan, for each permanent certified employee who works twenty (20) or more hours per week. The District will pay no less than eighty percent (80%) of the total cost of the premium for the other employee-only plans. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-only health plan coverage.

b. **Employee + 1:** The District shall contribute no less than seventy-five percent (75%) of the total cost of the premium for the employee-plus-one plans. The employee shall pay the difference between the District contribution

and the total cost of the premium for the employee-plus-one health plan coverage.

c. **Family:** The District shall contribute no less than seventy percent (70%) of the total cost of the premium for the family coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for the family health plan coverage.

16.5 **Dental Insurance:**

16.5.1 **Benefits Subject to Carrier Contract:** The following dental benefits are available to insurance eligible employees. These benefits are subject to the terms of the contract between the insurance carrier and the District.

16.5.2 **Enrollment:** The employee must enroll to receive dental plan coverage with payroll deductions for the premiums. Coverage is not automatic.

16.5.3 **Premiums:**

a. The District shall pay a portion of the monthly premium for dental coverage. The District's annual cost for dental coverage outlined in 16.5.4, District Contribution.

b. **Enrollment required:** Employees must enroll in order to receive coverage.

16.5.4 **District Contribution:**

a. **Employee Only:** The District shall contribute no less than seventy-five percent (75%) of the total cost of the premium towards employee-only coverage. The employee will pay the difference between the District contribution and the total cost of the premium for employee-only dental coverage.

b. **Employee + 1:** The District shall contribute no less than eighty percent (80%) of the total cost of the premium toward employee-plus-one coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-plus-one dental coverage.

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

16.6 **Life Insurance**:

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

16.6.4 **Supplemental Life Insurance:** Effective September 1, 1998, insurance eligible employees may purchase additional life insurance in $10,000.00 increments up to $100,000.00 coverage. The amount of coverage existing employees may purchase with evidence of good health will be determined by the insurance carrier. Evidence of good health for new employees is not required for supplemental life, if applied for during the first thirty (30) days of employment.

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

16.8 **Insurance For Retirees:**

16.8.4 **Eligibility:**

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

b. 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).

c. 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 federal and state law. Dependents may remain in the group until the retired employee is no longer eligible.

16.8.5 **Premium Payment:** Unless otherwise provided for in this Agreement, retired employees shall pay the total premium plus the additional two percent administrative fee charged under COBRA.

16.8.6 **Active Employee Deduction:** Any additional premium cost associated with including retirees shall be assessed to active employees through a separate payroll deduction. The annual amount of the deduction for employees shall be determined by dividing the total additional premium for including retirees in the health plan or plans (as determined by the health plans based on enrollment as of May 1 of the preceding year) by the number of employees enrolled in health insurance coverage on the same date. The pay period deduction shall be determined by dividing the annual amount by nineteen (19) pay period deductions. For the 1992-1993 school year, there will not be a payroll deduction (the health plans have determined that an additional premium charge is not required at this time).

16.9 **Before-Tax Benefits:**

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

16.9.5 **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.

16.9.6 **Flexible Spending Account (FSA):** Beginning January 1, 1997, an employee may designate an amount per year to be placed in their 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.

16.10 **Tax Deferred Savings Plans:**

16.10.4 **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.

16.10.5 **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. Benefits 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.

16.10.6 **Match Requirements:**

a. **Match Amount:** Effective January 1, 2025, the District shall pay an annual match payment of up to $1,200.00 for employees participating in the Deferred Compensation Program.

b. **Payments:** The District will match any amount of employee contributions up to the match as noted in 16.10.2.a above. 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.

16.10.7 **Taxes and deductions:** 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 District contributions to the 403(b) plan are not subject to Social Security and Medicare.

16.10.8 **Deferral Limits:**

a. Employees should ensure tax-deferred payments do not exceed IRS limits. If limits are exceeded, the District will stop deductions to these accounts.

b. District Contributions:

1. 403(b) District contributions are in addition to your limit
2. 457 District contributions are included in your limit

c. For detailed current information concerning deferral limits, see Internal Revenue Service (IRS) website (www.irs.gov). For current information about maximum shelter amounts, additional contributions, catch-up limits, and other details concerning 457 or 403(b) plans, consult the plans representative or website.

16.11 **Disability Insurance:** Insurance eligible employees can enroll within thirty (30) days of start date for District paid disability insurance. The disability insurance plan replaces sixty percent (60%) of base salary at the time disability began as shown in Appendix A to this Agreement after a ninety (90) workday elimination period and upon meeting such other qualifications as may be required by the insurance provider. The disability insurance benefits are coordinated with the appropriate pension plan and social security benefits.

16.12 **Career Transition Trust:**

16.12.1 **Definition of Plan:** All employees hired prior to July 1, 2002 must elect the sick leave severance or Career Transition Trust (CTT) plan. The Employee Benefits Department will distribute election forms no later than May 28, 2002. All employees must submit their election form to the Employee Benefits Department no later than June 30, 2002. If election forms are not submitted for individual employees, the CTT option will be selected by default. The selection made by employees or default will be binding.

All employees hired after July 1, of 2002 shall only be eligible for CTT.

16.12.2 **Plan Provisions:**

a. Effective July 1, 2002, employees who meet the eligibility requirements may participate in CTT by converting the allowable number of accrued sick leave hours at 100 percent (100%) of their hourly rate of pay, into payments to the State of Minnesota Deferred Compensation Plan (457) or 403 (b) Plan offered through eligible providers selected by the District and the Union from the State of Minnesota approved list. The CTT Plan is a District contribution, which allows for such conversion until the employee reaches the maximum-capped deposit for the tier of benefits. The number of hours, which may be converted, is based on the accrued sick leave hours on January 1st of the year the conversion will be made.

b. Employees may elect to participate in the CTT plan at any time they have met the eligibility requirements for participation in section 16.12.3.

c. The total amount of dollars converted by an employee under the CTT program is capped at $10,000. This cap can be bargained in the future as part of the negotiation process.

d. Any hours, which have been converted into the CTT, will not be available for use as sick leave.

e. Employees who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual hours.

16.12.3 **Eligibility for Participation in the Career Transition Trust:**

a. **Sick Leave Balance:**

1. To be eligible to convert accrued sick leave hours, employees must have a sick leave balance of at least forty (40) days on September 1st of the year of conversion.
2. Employees must enroll annually to participate in the CTT. If the employee's sick leave hours drop below the eligibility minimum of forty (40) days, the employee's participation is suspended until the employee reaches the minimum of forty (40) days required for eligibility and participation.

b. **Deposit of benefit:**

1. Payment to the State of Minnesota Deferred Compensation (457 or 403b) Plan shall be made in March of each year the employee is eligible and elects to participate.
2. The CTT is subject to the rules of the State of Minnesota Deferred Compensation Plan under Minnesota Statutes 352.965 and the Internal Revenue Service.

16.12.4 **Benefit Tiers and Conversion Formula:**

Annual Conversion:

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

b. Conversion is as follows:

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

16.12.5 **Survivor Benefits Under the Career Transition Trust Plan:** The CTT account shall be disbursed to the employee's named beneficiary on the basic life insurance coverage in Article 16.6, or, if there is none, to the employee's estate in the event the employee dies before her/his separation from the District.

16.13 **Severance.**

16.13.1 **Definition of Plan:** An employee who terminates their employment with the District at any age with at least 30 years of service or at the age of 55 or more with at least 15 years of service shall be paid fifty percent (50%) of their accrued sick leave balance at their rate of pay on the date of termination of employment. MERF employees are eligible after 29 years + 1 day of service. In order to be eligible for severance, the employee must be in good standing at the time of separation.

16.13.2 All employees hired after July 1, 2002 shall only be eligible for CTT.

16.13.3 **Survivor Benefits:** In the event of a qualified employee's death, Sick Leave Severance pay shall be disbursed to the employee's beneficiary named for the basic life insurance coverage in Article 16.6 or, if there is none, to the employee's estate in the event the employee dies before her/his separation from the school district.

Article 17 Personal Injury/Property Benefits

17.1 **Personal Property Reimbursement Resulting from Assault:** The District shall reimburse employees of this bargaining unit for the cost of cleaning, replacement or repair of personal property soiled, damaged or destroyed as a result of an assault that occurs while the employee is engaging in the performance of the employee's duties. The maximum reimbursement is $250.00 per incident based on photos, receipts, or a police report number and verification by the supervisor or Principal.

17.2 **Personal Injury Resulting from Assault:** If employees are injured as the result of an assault while engaged in the performance of the employee's duties, the District shall reimburse the employee for necessary medical, dental, hospital and surgical expenses in excess of those expenses covered by the District insurance and/or worker's compensation.

17.2.1 Any assault that occurs during the workday that is of a personal nature will not be covered under this article.

17.3 **Basis of Payment:** The maximum amount paid per year for all incidents in this bargaining unit shall be $5,000, regardless of the number of individual claims submitted. Payments shall be made in June of each year provided that the applicant for the benefit has met the requirements under this provision. If the request for reimbursement exceeds the limit, the benefit shall be prorated. Surplus funds shall not be carried forward. Any reimbursement made under this provision is a gratuitous payment and does not indicate that the District has accepted liability for the incident.

17.4 **Reimbursement Damage to Vehicle:** The District shall reimburse bargaining unit employees for the cost of reimbursement for loss, damage or destruction of personal motor vehicles on school property or while a bargaining unit employee is in the performance of school business as verified by the principal or supervisor and police report. In the case of motor vehicles, reimbursement shall not include personal property that is stolen or damaged unless the theft accompanies a personal assault upon the bargaining unit employee. Reimbursement shall not exceed $500 per incident (including personal property, if eligible). The bargaining unit employee must submit photos, receipts and a police report number or an incident report number to receive reimbursement. Reimbursement shall be made by the District upon receipt of the appropriate paperwork. The maximum amount paid per year for all incidents in the bargaining unit shall be $5,000 regardless of the number of individual claims submitted. Any reimbursement made under this Article is a gratuitous payment and does not indicate that the District has accepted liability.

17.5 **Duplication of Payments:** Expenses reimbursed under one provision will not be reimbursed an additional time under a separate provision.

Article 18 Leaves

18.1 **Sick Leave:**

18.1.1 **Calculation**: Sick leave with full pay shall be accrued by employees certified to permanent positions and who work 20 hours a week or more.

18.1.2 **Probationary Employees:** Employees on initial employment probation or reinstatement shall not be eligible to use accrued sick leave until they reach the minimum number of accrued hours calculated by the following formula: 130 days worked X .0462 hours accrued X the number of hours worked per day.

Typical assignments and minimum accruals are listed below. Example of calculations:

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

18.1.3 **Accrual:**

a. **Formula:** Sick leave shall be accrued by employees by applying the formula above at the rate of .0462 hours x total credited hours without regard to the calendar year. Credited hours shall include all hours worked, including military leave, sick leave and vacation and shall exclude overtime, unpaid leave, disability and worker's compensation.

b. **Maximum Accrual:** The maximum amount of sick leave that may be accrued is nine hundred (900) hours. Payment for unused sick leave days earned during the current year in excess of 900 hours shall be at the rate of one hundred percent (100%) of the regular daily rate of pay in effect on December 31st of that year.

18.1.4 **Uses of Sick Leave:** An employee shall be granted sick leave with pay to the extent of the employee's accumulation for absences necessitated by the following conditions:

a. **Employee:**

1. Illness or disability, including the period of time that a doctor certifies an employee unable to work because of pregnancy
2. Medical, chiropractic or dental care

b. **Others:** Sick leave granted under paragraphs 1 and 3 below shall be for such reasonable periods as the employee's attendance may be necessary. Use of sick leave for care of relatives must comply with provisions of Minnesota Statute181.9413.

1. Illness of employee's mother, father, sister, brother, spouse, domestic partner, child, significant other, aunt uncle, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, parents of spouse, or parents of domestic partner.
2. Birth or adoption of a child.
3. To accompany spouse, minor or dependent children/step children/foster children to dental or medical appointments.

c. **Notification When Absent:** To be eligible for sick leave payment, an employee must notify the Director of Transportation and Plant Operations as defined by department policy. This notice may be waived if the employee can conclusively establish that they could not reasonably have been expected to comply with this requirement because of circumstances beyond the control of the employee.

d. **Approval and Verification:** Sick leave usage shall be subject to approval and verification by the District who may require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the District deems necessary, as provided in the article herein titled "Fitness for Duty." The District may require medical verification with advance notice to the employee and/or in cases of suspected fraudulent sick leave claims. Sick leave benefits when authorized shall be paid at the employee's current base pay rate.

e. **Medical Leave:**

1. **Eligibility:** A disabled employee who, because of illness or injury, has exhausted all sick leave benefits may be granted a medical leave of absence without pay.
2. **Seniority:** The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of the article herein titled "Seniority".
3. **Documentation:** An employee requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the District. If the employee fails to furnish conclusive evidence that the absence from duty is necessary or if the employee fails to undergo an evaluation or furnish a medical report as requested by the District in accordance with the article herein titled "Fitness for Duty," the District shall have the right to require the employee to return to work on a specified date.
4. **Failure to Return from Leave:** Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with the article herein titled "Absence Without Leave".

18.1.5 **Miscellaneous Provisions:**

a. **Reduction in Hours:** Employees who are reduced to below twenty (20) hours may use accrued sick leave.

b. **Separation from Employment:** All sick leave that has been accumulated by an employee shall be canceled upon the date of separation from employment.

c. **Restoration of Sick Leave:** Accumulated sick leave will be restored upon reemployment within two (2) years after separation from employment.

18.2 **Child Care:**

18.2.1 **General Provisions:** A leave of absence shall be granted to an employee for the purpose of providing full-time care for her/his new-born or newly adopted child or children. Whenever possible, arrangements for such leaves shall be made at least forty-five (45) days prior to the starting date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for commencement or termination of child care leave shall be granted only if requested at least twenty (20) calendar days prior to the originally scheduled date.

18.2.2 **Determination of Leave Dates:** The dates of commencement and termination of child care leave shall be at the discretion of the employee in consultation with her/his physician, if appropriate, and with the employee's supervisor.

18.2.3 **Limitation – One Calendar Year:** Leaves granted for maternity, paternity and adoption shall not extend beyond one calendar year. Failure to return to duty upon termination of leave shall be considered grounds for discharge.

18.2.4 **Early Return to Duty:** Upon five (5) duty days' notice of intent to return to duty, an employee may return to duty prior to the approved date of termination of leave in the event of interruption of pregnancy or cancellation of adoption.

18.2.5 **Use of Sick Leave for Personal Disability during Child Care Leave:** An employee may use sick leave pursuant to the sick leave provision of this Agreement during a period of disability. However, the employee shall not be eligible for sick leave during a period of time covered by childcare leave. A statement from the employee's personal physician must be submitted to the school physician concerning medical complications.

18.2.6 **Adoption:** In the case of adoption, employees may use their sick leave for duty days prior to the arrival of an adopted child when the adoption procedures include a legal requirement that the adopting parent be present. Use of sick leave for this purpose shall not exceed the duty days included in the twenty-two (22) days prior to the arrival of an adopted child. Such use of duty days within twenty-two (22) days need not be used consecutively. In addition, employees may use their sick leave for the duty days included in the twenty-two (22) days following the arrival of the adopted child.

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

18.3 **Critical Illness or Death in the Family:**

18.3.1 **Death in the Family:**

a. **Immediate Family:** Employees may be granted a leave of absence for up to five (5) days in the event of the death of the employee's mother, father, sister, brother, spouse, significant other, child, or stepchild who has been living in the same household immediately prior to the death.

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

1. **Limit per Contract Year:** Death in the Extended Family Leave shall not exceed a maximum of eight (8) days per contract year unless approved by the Director of Transportation.

18.3.2 **Critical Illness:**

a. **Definition:** Critical illness is defined as an illness where death is impending, but recovery is possible.

b. **Relationship:** Employees may be granted a leave of absence for up to four (4) days in the event of the critical illness of the employee's mother, father, sister, brother, spouse, domestic partner, child, significant other, aunt, uncle, niece, nephew, grandparents, grandchildren, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, parents of spouse, or parents of significant other or domestic partner.

c. **Limit per Contract Year:** Such leaves shall not exceed fifteen (15) days in a single contract period.

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

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

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

18.4 **School Conference and Activities Leave:** An employee may be granted up to a total of sixteen (16) hours of unpaid leave during any school year to attend school conferences or classroom activities related to the employee's dependent(s), provided such conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide at least three (3) days written notice of the leave and make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the District. The employee may substitute vacation or compensatory time for this purpose according to the provisions of Article 7.

18.5 **Family Medical Leave Act:** The Family Medical Leave Act (FMLA) of 1993 provides additional rights while on leave of absence. Employees may take up to twelve (12) weeks of leave (per 12 month rolling year) to care for a spouse/child/parent, care for oneself, or due to the birth/adoption of a child or foster child. Health insurance costs would be the same as if the employee was actively working for that twelve (12) week period as defined in Article 16, Insurance Benefits. To determine if a leave under the provisions of the Family and Medical Leave Act will be a paid or unpaid leave of absence contact the School District Employee Benefits Department.

18.6 **Personal Leave:** Up to two (2) days per calendar year charged to accrued sick leave or vacation may be used for personal leave which is not covered under other leave provisions. No more than two (2) days can be taken and must have the approval from the Director of Transportation (or designee) with notice by noon (12:00 p.m.) the previous day.

Article 19 Complete Agreement

19.1 **Effect:** This Agreement constitutes the full and complete agreement between the District and Local No. 320 representing Schedulers, School Bus Drivers, School Bus Driver Instructors, Bus Aides, Truck Drivers, and Couriers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

Article 20 Severability Clause

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

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

Article 21 Non-Discrimination

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

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

Article 22 Duration of Agreement

22.1 This Agreement will be in full force and effect for twenty-four (24) months from July 1, 2024, and ending June 30, 2026, and shall continue in full force and effect thereafter, unless written notice of desire to change or modify this Agreement is served upon the other party sixty (60) days prior to June 30, 2026.

In witness whereof, the parties hereto have executed this contract on this 8th day of October 2024.

FOR THE DISTRICT:

Collin Beachy (Jan 16, 2026 15:25:56 CST) — Jan 16, 2026

Collin Beachy
Chairperson of the Board of Education — Date

Alicia Miller (Jan 16, 2026 08:48:36 CST) — Jan 16, 2026

Alicia Miller
Senior Human Resources Officer — Date

FOR THE UNION:

Amy Perusse — 1/15/2026

Amy Perusse, Business Agent
Minnesota Teamsters and Law
Enforcement Employees, Local No. 320 — Date

Appendix A Salary Schedules

School Bus Drivers & Truck Drivers

Step	Eff. 7-1-2024	Eff. 7-1-2025
1	24.83	25.58
2	25.12	25.88
3	25.95	26.73
4	26.19	26.98
5	26.43	27.23

Employee movement to new schedule, effective July 1, 2024

Old Step	Old Schedule	New Step	New Schedule	Movement onto New Schedule
1	22.70	1	24.83	Step 1 to Step 1
2	23.39	2	25.12	Step 2 to Step 1
3	24.12	3	25.95	Step 3 to Step 1
4	24.83	4	26.19	Step 4 to Step 1
5	25.12	5	26.43	Step 5 to Step 2
6	25.95			Step 6 to Step 3
7	26.19			Step 7 to Step 4
8	26.43			Step 8 to Step 5

Schedulers

Step	Eff. 7-1-2024	Eff. 7-1-2025
1	29.58	30.47
2	29.87	30.77
3	30.17	31.08
4	30.48	31.40
5	30.78	31.71
6	31.08	32.02
7	31.40	32.35
8	31.71	32.67

Bus Aides

Eff. 7-1-2024	Eff. 7-1-2025
17.00	17.85

Driver In Training

Eff. 7-1-2024	Eff. 7-1-2025
15.19	15.19

Courier

Eff. 7-1-2024	Eff. 7-1-2025
18.00	18.00

Appendix B Memoranda of Agreement (MOAs)

Post-Retirement Health Care Plan

This Memorandum of Agreement is made and entered into this third (3rd) day of December by and between the Minneapolis Public Schools, SSD#1 ("District") and the Minnesota Teamsters Public and Law Enforcement Employees, Local No. 320 ("Union") for the purpose of clarifying sick leave severance.

WHEREAS, the District and the Union are parties to a collective bargaining agreement

WHEREAS, there is written language in the contract for sick leave severance.

WHEREAS, the District and the Union desire to clarify the threshold for sick leave severance.

THEREFORE LET IT BE UNDERSTOOD AND AGREED that employees hired prior to July 1, 2002 who made the irrevocable choice of sick leave severance, who separate from employment with the District in good standing at any age with at least thirty (30) years of service and four hundred-eighty (480) or more hours of accrued sick leave shall be paid fifty percent (50%) of their sick leave balance at their rate of pay on the date of termination of their employment. However, employees participating in the Minneapolis Employees Retirement Fund (MERF) may cash out fifty percent (50%) of their accrued sick leave when terminating their employment if they have twenty-nine (29) years of service credit in MERF. Effective December 1, 2003, employees eligible for this benefit will have their severance pay deposited into a Post Retirement Health Care Savings Account (PRHCSA) with the Minnesota State Retirement System (MSRS).

BE IT FURTHER UNDERSTOOD AND AGREED THAT the above stated terms of this Memorandum of Agreement represent complete and total agreement to the parties regarding this matter, and the terms herein represent satisfaction of any and all obligations and liabilities that have been or may be alleged by either party against the other regarding this matter.

For the District:

By:

Its: Labor Relations Analyst

Date: 12-3-2003

For the Union:

B. A.

12/3/03

Type Three Drivers – New Classification

WHEREAS, Minneapolis Public Schools, Special District No. 1 ("District") and the Teamsters – Transportation, Local 320 ("Union"), herein referred to as the "Parties", have entered into a collective bargaining agreement that governs the terms and conditions of employment for employees; and

WHEREAS, the District is interested in exploring a new driver classification for employees who drive Type Three vehicles, which would allow the District to move some or all of this currently outsourced operation in-house. Unlike the School Bus Driver classification, this new classification would not require a Commercial Driver's License (CDL) or a School Bus Driver's endorsement; and

THEREFORE, BE IT RESOLVED THAT the parties agree to this Memorandum of Agreement (MOA) jointly agree to the following:

The parties agree to meet and negotiate in good faith should the district decide to move forward with the implementation of a Type Three Driver classification. This agreement ensures that both parties will collaboratively discuss and address any concerns or necessary adjustments related to the new classification.

BE IT FURTHER RESOLVED, to the extent that this Memorandum of Agreement may be construed as a deviation from the terms of the 2024 - 2026 Collective Bargaining Agreement between the District and the Union, it shall not set precedent nor form the basis of any grievance that may be filed concerning any alleged violation of the contract.

This Memorandum of Agreement shall expire on June 30, 2026.

FOR THE DISTRICT:	**FOR THE UNION:**
Alicia Miller Senior Human Resources Officer	Rafael Espinosa, Business Agent Teamsters Public and Law Enforcement Employees, Local 320

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