

**MASTER AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 77  
MANKATO, MINNESOTA**

**and**

**DISTRICT 77  
MAINTENANCE & CUSTODIAL  
ASSOCIATION**



**Effective for the Period:  
July 1, 2018 through June 30, 2020**

**Approved on June 18, 2018**

## TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE I: PURPOSE</b>	
Section 1. Parties.....	5
<b>ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE</b>	
Section 1. Recognition .....	5
Section 2. Appropriate Unit .....	5
<b>ARTICLE III: DEFINITIONS</b>	
Section 1. Terms and Conditions of Employment .....	5
Section 2. Definition of Full-time Maintenance-Custodial Employee.....	6
Section 3. Definition of Head Custodian and Districtwide Maintenance Positions...	6
Section 4. Other Terms .....	6
<b>ARTICLE IV: SCHOOL BOARD RIGHTS</b>	
Section 1. Inherent Managerial Rights.....	6
Section 2. Management Responsibilities .....	6
Section 3. Effective Laws, Rules and Regulations.....	6
Section 4. Reservation of Managerial Rights.....	6
<b>ARTICLE V: EMPLOYEE RIGHTS</b>	
Section 1. Right to Views.....	6
Section 2. Right to Join .....	7
Section 3. Request for Dues Check Off .....	7
Section 4. Fair Share Fee .....	7
<b>ARTICLE VI: CLASSIFICATIONS AND WAGES</b>	
Section 1. Salary Schedules .....	7
Section 2. Hourly Differentials .....	8
Section 3. Salary Increases.....	9
Section 4. Salary Schedule Placement .....	9
Section 5. Higher Classification Adjustment .....	9
Section 6. Overlapping Shift Schedules .....	9
<b>ARTICLE VII: GROUP INSURANCE</b>	
Section 1. Selection of Carrier .....	9
Section 2. Health Insurance.....	10
Section 3. Disability Insurance .....	10
Section 4. Life Insurance.....	10
Section 5. Workers' Compensation Insurance.....	10
Section 6. Eligibility and Duration of Insurance Contribution .....	11
Section 7. Insurance for Early Retirees.....	11
Section 8. Claims Against the School District .....	11
<b>ARTICLE VIII: WELLNESS BENEFIT</b>	
Section 1. Eligibility .....	11

	<u>Page</u>
Section 2. Wellness Credit Accrual .....	11
Section 3. Wellness Benefits.....	12

#### **ARTICLE IX: 404(b) MATCHING PROGRAM**

Section 1. Eligibility .....	12
Section 2. Amount.....	12
Section 3. Enrollment.....	12
Section 4. Renewal.....	12

#### **ARTICLE X: LEAVES OF ABSENCE**

Section 1. Sick Leave .....	12
Section 2. Emergency Leave.....	13
Section 3. Personal Leave .....	14
Section 4. Jury Duty.....	14
Section 5. Donation of Personal Leave or Vacation Days .....	14
Section 6. Family and Medical Leave .....	15
Section 7. School Conference and Activities Leave.....	15

#### **ARTICLE XI: CHILD CARE LEAVE**

Section 1. Birth or Adoption .....	15
Section 2. Commencement and Duration .....	15
Section 3. Reinstatement .....	15
Section 4. Effect of Leave .....	16
Section 5. Insurance Coverage .....	16
Section 6. Eligibility.....	16

#### **ARTICLE XII: WORKDAY**

Section 1. Workday .....	16
Section 2. Overtime.....	16
Section 3. Emergency Closing .....	16
Section 4. Less-Than-12-Month Custodians' Contract Year.....	17

#### **ARTICLE XIII: HOLIDAYS**

Section 1. Paid Holidays .....	17
Section 2. Weekends and Vacations .....	17
Section 3. Less-Than-12-Month Employees.....	17
Section 4. Application.....	17

#### **ARTICLE XIV: VACATION**

Section 1. Eligibility .....	18
Section 2. Approval.....	18
Section 3. Scheduling.....	18
Section 4. Effect of Leave.....	18
Section 5. Transfer .....	19

## **ARTICLE XV: LAY OFF**

Section 1. Procedure .....	19
Section 2. Seniority .....	19
Section 3. Lay Off and Recall .....	19
Section 4. Lay Off Application .....	20
Section 5. Termination of Seniority .....	20

## **ARTICLE XVI: DISCIPLINE, DISCHARGE, PROBATIONARY PERIOD, TERMINATION, RESIGNATION**

Section 1. Probationary Period.....	20
Section 2. Probationary Period: Change of Classification .....	20
Section 3. Disciplinary Action .....	20
Section 4. Resignation.....	21

## **ARTICLE XVII: GRIEVANCE PROCEDURE**

Section 1. Definition of Terms and Interpretations.....	21
Section 2. Representative .....	21
Section 3. Informal Discussion .....	21
Section 4. Time Limitations and Waiver .....	21
Section 5. Adjustment of Grievance .....	22
Section 6. School Board Review.....	22
Section 7. Denial of Grievance .....	22
Section 8. Level II Initiation .....	22
Section 9. Arbitration Procedures .....	22
Section 10. Election of Remedies.....	23

## **ARTICLE XVIII: VACANCIES**

Section 1. Notice of Vacancies .....	24
Section 2. Application for Vacancies.....	24

## **ARTICLE XIX: GENERAL PROVISIONS**

Section 1. Representation.....	24
Section 2. Association Meetings .....	24
Section 3. Association Leave .....	24
Section 4. Nondiscrimination Policy.....	24
Section 5. Safety Equipment Reimbursement .....	24

## **ARTICLE XX: DURATION**

Section 1. Term and Reopening Negotiations.....	24
Section 2. Effect.....	24
Section 3. Finality .....	25
Section 4. Severability .....	25

## **ARTICLE XXI: DOCUMENT AUTHORIZATION .....**

## **APPENDIX A: 2018-19 SALARY SCHEDULE .....**

## **APPENDIX B: 2019-20 SALARY SCHEDULE.....**

<b>APPENDIX C: LIST OF BUILDINGS BY SQUARE FOOTAGE.....</b>	<b>28</b>
<b>LEVEL I GRIEVANCE COMPLAINT FORM .....</b>	<b>29</b>
<b>LEVEL II GRIEVANCE COMPLAINT FORM.....</b>	<b>30</b>
<b>LEVEL III GRIEVANCE COMPLAINT FORM .....</b>	<b>31</b>
<b>REQUEST FOR ARBITRATION FORM.....</b>	<b>32</b>

# **MASTER AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 77**

**and**

**DISTRICT 77**

**MAINTENANCE AND CUSTODIAL ASSOCIATION**

## **ARTICLE I**

### **PURPOSE**

**Section 1. Parties:** This Agreement, entered into between the School Board of Independent School District No. 77, Mankato, Minnesota, hereinafter referred to as the School Board, and the District 77 Maintenance & Custodial Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. of 1971, provides the terms and conditions of employment for maintenance and custodial employees during the duration of this Agreement.

## **ARTICLE II**

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the P.E.L.R.A. of 1971, the School Board recognizes the District 77 Maintenance & Custodial Association as the exclusive representative for maintenance and custodial employees of the School Board of Independent School District No. 77, which exclusive representative shall have those rights and duties as described by P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all maintenance and custodial employees of Independent School District No. 77, Mankato, Minnesota, who are employed for more than fourteen (14) hours per week and for more than one hundred (100) work days per year, including those on leave of absence who are guaranteed a position upon their return, excluding supervisory employees and confidential employees who devote more than 50% of their time to administrative or supervisory duties, and all other employees excluded by the P.E.L.R.A. of 1971.

In the event that the employer and the Association are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

## **ARTICLE III**

### **DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** "Terms and conditions of employment" means the hours of employment, the compensation there for including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group

insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

**Section 2. Definition of Full-time Maintenance-Custodial Employee:** For the purpose of this Agreement, a full-time employee shall be defined as a maintenance-custodial employee whose work assignment is thirty (30) hours per week or more for nine (9) consecutive months or more in the contract year.

**Section 3. Definition of Head Custodian and District-wide Maintenance Positions:** For the purposes of this Agreement, "Head Custodian" is the working title for positions in the classifications of Custodian Engineer and Custodian in Charge of Building, and "District-wide Maintenance" is the working title for positions in the classification of Painter, Carpenter, and District Maintenance.

**Section 4. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

#### **ARTICLE IV SCHOOL BOARD RIGHTS**

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection, direction and number of personnel.

**Section 2. Management Responsibilities:** The exclusive representative recognizes the right and obligation of the School Board to manage and conduct efficiently 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.

**Section 3. Effective Laws, Rules, and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. All provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved herein, and all management rights and managerial functions not expressly delegated in this Agreement are reserved to the School Board.

#### **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the

full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Right to Join:** 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 in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and the conditions of employment for employees of such unit with the School Board.

**Section 3. Request for Dues Check Off:** Employees shall have the right to request and be allowed dues check off for the employees' organization of their selection, provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off, pursuant to the P.E.L.R.A. of 1971. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions may be terminated by the employee by giving thirty (30) days written notice to the School Board business office to stop deductions. Deductions shall be made from each semi-monthly paycheck and transmitted monthly to the designated organizations together with a list of names of the employees from whom deductions were made.

**Section 4. Fair Share Fee:** In accordance the P.E.L.R.A. of 1971, any employee included in the appropriate unit, who is not a member of the exclusive representative, may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The employer shall deduct said fair share fee from the salary of any employee so required to contribute such a fair share fee.

The exclusive representative agrees to notify the employer as to the names of the employees in the appropriate unit who are not members of the exclusive representative and from whom the fair share fee shall be collected. The employer may rely upon the information as furnished by the exclusive representative, and any dispute concerning the status of an individual employee with reference to the contribution of the fair share fee shall be resolved solely between the exclusive representative and the employee involved.

The exclusive representative agrees to notify the employer promptly whenever any employee, subject to a fair share fee deduction, becomes a member of the exclusive representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fair share fee shall be solely between the exclusive representative and the employee involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district and the School Board harmless from any and all actions, suits, claims, damages, judgments, executions, or other forms of liability, liquidated or unliquidated, which any employee may have or claim to have now or in the future arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

## **ARTICLE VI**

### **CLASSIFICATION AND WAGES**

**Section 1. Salary Schedules:** The wage and classification schedules for 2018-19 and 2019-20 are attached as part of this Agreement as Appendix A and Appendix B, respectively.

**Subd. 1. Level 1:** Head Custodians (see Article III, Section 3) and Head Building Engineers in buildings over 200,000 square feet (see Appendix C) shall receive the Level 1 hourly rate.



**Subd. 2. Level 2:** Head Custodians (see Article III, Section 3) and Head Building Engineers in buildings between 100,000 and 200,000 square feet (see Appendix C), District-wide Maintenance positions (see Article III, Section 3), and Assistant Building Engineers shall receive the Level 2 hourly rate.

**Subd. 3. Level 3:** Head Custodians (see Article III, Section 3) in buildings under 100,000 square feet (see Appendix C) shall receive the Level 3 hourly rate.

**Section 2. Hourly Differentials:**

**Subd. 1. Longevity:** Effective July 1, 2018, the base hourly rate of employees who have completed 8, 10, 15, 20, 25, or 30 years of service shall be increased by the following amounts:

<u>Yrs of Service</u>	<u>Hourly Rate Incr.</u>
8	\$.40
10	\$.65
15	\$.70
20	\$.75
25	\$.80
30	\$.85

Effective July 1, 2019, the base hourly rate of employees who have completed 8, 10, 15, 20, 25, or 30 years of service shall be increased by the following amounts:

<u>Yrs of Service</u>	<u>Hourly Rate Incr.</u>
8	\$.55
10	\$.80
15	\$.85
20	\$.90
25	\$.95
30	\$1.00

For purposes of this subdivision, any hourly rate increase shall begin on July 1 following the completion of the requisite years of service. A year of service shall be defined in the same manner as in Article XIII, Section 1, Subdivision 1.

**Subd. 2. Boiler License:** Effective July 1, 2018, the hourly rate of employees whose assignment requires that they have a boiler or pool license shall be increased by the following amounts:

<u>License</u>	<u>Hourly Rate Incr.</u>
Chiefs	\$1.50
First Class	\$1.05
Second Class	\$.45
Certified Pool	\$.50

Positions that require a boiler license are Custodial Engineers, District Maintenance, and other positions as determined by the District.

The hourly rate increase for a boiler license shall be effective on the first day of the month after a copy of the boiler license has been submitted to the Human Resources Office.

The District shall pay the cost of registration for boiler license classes as approved by the Director of Buildings and Grounds for employees in the process of acquiring a license who are in positions where such license is required.

### **Section 3. Salary Increases:**

**Subd. 1.** Employees governed by this Agreement will not make individual requests for wage adjustments other than during the annual contract review. This does not cover promotions, transfers, demotions, or added duties which shall be governed by the School Board.

**Subd. 2.** Salary increases are not automatic but effective only upon affirmative action of the School Board. Step advancements are made only on July 1. Except as provided in Section 4, Subd. 4, to qualify for step advancement, a new employee must have completed six (6) months of employment by July 1.

### **Section 4. Salary Schedule Placement:**

**Subd. 1.** Employees who move up in classification shall remain at the same step on the salary schedule unless the District determines that Subd. 2 applies.

**Subd. 2.** Newly hired or promoted employees with special skills or experience may be placed at any step of the wage scale up to and including step 3.

**Subd. 3:** Subject to Article VI, Section 3, Subd. 2, effective July 1, 2018 all employees will advance one step on the salary schedule for the 2018-19 school year, and on July 1, 2019, all employees will advance one step on the salary schedule for 2019-20 school year.

**Section 5. Higher Classification Adjustment:** During the time an employee is temporarily assigned for five (5) consecutive days or more to a different position by the Director of Buildings and Grounds, that employee shall be paid based on his/her placement on the salary schedule on the same step for that position unless such a change would result in an hourly rate that is less than the employee receives for his/her regular assignment.

**Section 6. Overlapping Shift Schedules:** When an employee's shift is scheduled to overlap between day, evening, or night shifts, the rate of pay shall be based on the shift where the majority of hours are scheduled. For purposes of this section, the day shift ends at 3:30 p.m., the evening shift ends at 11:30 p.m. and the night shift ends at 7:00 a.m.

## **ARTICLE VII** **GROUP INSURANCE**

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School Board.

## **Section 2. Health Insurance**

The District will contribute a sum not to exceed the amounts listed in the table below for each eligible employee who qualifies for and is enrolled in the group health insurance plan.

Coverage	12-Month Employees 2018-19	<i>Less than 12 Months 2018-19</i>	12-Month Employees 2019-20	<i>Less than 12 Months 2019-20</i>
Single	\$742.61	\$618.60	\$772.32	\$643.34
Family	\$1,543.36	\$1,261.53	\$1,605.10	\$1,311.99

The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

**Consumer-Driven Health Plans with Health Savings Account (HSA):** For eligible employees who choose a consumer-driven health plan with an HSA, a health savings account will be established. If the district contribution toward the monthly premium is higher than the actual premium cost, the difference will be paid into the employee's health savings account on a monthly basis. Eligibility and provisions of the health savings account are subject to IRS rules.

**Section 3. Disability Insurance:** The District will provide a long-term disability insurance plan for full-time employees who enroll in the plan. The employee pays a cost of \$.70 per month for total disability insurance and the District will contribute the remainder of the premium cost. This insurance pays two-thirds (2/3) of the employee's salary up to \$2,000 per month for total disability after a waiting period of 90 calendar days. The District will continue its contribution toward health insurance during the 90-day waiting period.

**Section 4. Life Insurance:** The school district shall provide a group life insurance program and shall pay the premium for \$50,000 of coverage, with a double indemnity feature, for each eligible employee who enrolls in the plan.

**Section 5. Workers' Compensation Insurance:** Workers' compensation insurance, as required under the Workmen's Compensation Act of the State of Minnesota, is carried by the school district. This insurance covers injuries that occur while the employee is performing services in connection with his/her employment by the school district.

**Subd. 1.** Upon the request of an employee who is absent from work because of disability resulting from a compensable injury under the provisions of the Workmen's Compensation Act, the school district will pay, as an allowance for sick leave or vacation leave, the difference between the amount of the compensation paid to the employee by the insurance carrier and the amount of the employee's regular rate of pay. Provided, however, that in no event shall the payments made to the employee by the school district by virtue of the allowance for sick leave or vacation leave, when added to the amounts received from the insurance carrier, exceed the total daily, weekly or monthly salary or wage of the employee at the employee's regular rate of pay.

Provided, further, that in no event shall the total payments by the school district exceed the amount of accrued sick leave and/or vacation leave to which the employee is entitled, calculated in the manner set forth below in Subd. 2 of this section.

**Subd. 2.** To ascertain the amount of the allowance for sick leave or vacation leave which is utilized to cover the payments by the school district to the employee, such payments shall be calculated on a basis of fractional days or fractional weeks or fractional months with the numerator of the fraction, in

each case, being the amount paid by the school district (as provided in Subd. 1 above), and the denominator of the fraction being the amount of the employee's regular salary or wage for the period involved. For example, if the employee's regular daily rate of pay is \$20 and the compensation paid by the insurance carrier is \$12 and the amount paid by the school district is \$8, then the payment of the said sum of \$8 shall constitute 8/20, or 2/5 of a days pay.

**Section 6. Eligibility and Duration of Insurance Contribution:** An employee is eligible for participation in insurance programs and Board contributions as provided in this Article as long as that employee is employed by the school district and is a full-time employee as defined in Article III, Section 2. Upon termination of employment or limitation of employment to less than full-time employment status, all insurance participation and Board contributions shall cease, effective on the last working day as a full-time employee, except as provided in Section 7 of this Article.

**Section 7. Insurance for Retirees:** An employee who retires at the age of fifty-five (55) or older and has achieved fifteen (15) years of continuous service with the District shall remain eligible for the District's contribution toward single coverage in the amount in effect at the time of retirement. An employee who desires family coverage will be billed on a monthly basis by the District. This contribution by the District shall continue until the employee becomes eligible for Medicare.

**Section 8. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by the insurance carrier.

## **ARTICLE VIII**

### **WELLNESS BENEFIT**

**Section 1. Eligibility:** A full-time employee who has been employed by the School Board for five (5) consecutive years in a full-time position covered by this Agreement shall be eligible to begin accruing wellness credits as defined in Section 2.

#### **Section 2. Wellness Credit Accrual**

**Subd. 1. Initial Credit:** Each full-time employee who has been employed by the School Board for at least five (5) consecutive years in a full-time position covered by this Agreement shall be credited with a number of wellness credits equal to the number of days of unused sick leave he or she has accumulated, up to a maximum credit of one hundred eighty (180) days.

**Subd. 2. Annual Accrual:** At the beginning of each fiscal year, each employee who has satisfied the eligibility criteria set forth in Section 1 shall be credited with an additional number of wellness credits equal to the number of sick leave days he/she can accrue during a fiscal year. During the fiscal year, that number shall be reduced by subtracting one (1) wellness credit for each day of sick leave used. In no event, however, shall the number of wellness credits subtracted during a fiscal year exceed the number of sick leave days that can be accrued by an employee during a fiscal year. Once an employee has satisfied the eligibility criteria set forth in Section 1, this process of accruing wellness credits shall continue during each year of employment in the School District in a full-time position covered by this Agreement, with no limit on the number of wellness credits that can be accrued.

### **Section 3. Wellness Benefits**

**Subd. 1. Eligibility:** An employee who is at least fifty-five (55) years of age and who has satisfied the eligibility criteria set forth in Section 1, shall be eligible to receive a wellness benefit upon submission of a written resignation accepted by the School Board, or upon the completion of five (5) years status on unrequested leave of absence. A wellness benefit shall not be granted to any employee who is discharged by the School Board.

**Subd. 2. Amount:** The amount of the wellness benefit an employee is eligible to receive shall be determined by multiplying the number of wellness credits he or she has by sixty-five dollars (\$65.00). In no event, however, shall an employee receive a wellness benefit in excess of six thousand five hundred dollars (\$6,500).

**Subd. 3. Payment:** The wellness benefit shall be paid by the School Board on behalf of the employee to the Health Care Savings Plan administered by the Minnesota State Retirement System in one (1) installment on either the January or July payroll, whichever occurs soonest following the effective date of the employee's resignation. Wellness benefits shall not be granted to any employee who is discharged for cause by the School District.

## **ARTICLE IX** **403(b) MATCHING PROGRAM**

**Section 1. Eligibility:** The District's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee, who works 20 hours per week or more for at least nine months, when he/she has completed three years of employment in a position covered by the Master Agreement. Employees may contribute to a qualified 403(b) tax deferred annuity on their own prior to becoming eligible for the District's match.

**Section 2. Amount:** Effective July 1, 2018, the District shall contribute one dollar (\$1) for each one dollar (\$1) that the employee contributes to a 403(b) plan, up to a maximum annual contribution of \$650.00 per employee per school year, and effective July 1, 2019, the District shall contribute one dollar (\$1) for each one dollar (\$1) that the employee contributes to a 403(b) plan, up to a maximum annual contribution of \$700.00 per employee per school year. The District's contribution shall be prorated for those employees who work less than 40 hours per week.

**Section 3. Enrollment:** An eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office at least (30) thirty days prior to July 1.

**Section 4. Renewal:** Once an employee has initiated the District match, his/her participation will continue at the same level unless he/she notifies the District in writing of a change. Changes in an employee's level of participation shall be allowed only at the start of a fiscal year (July 1) and shall then continue in effect for that fiscal year.

## **ARTICLE X** **LEAVES OF ABSENCE**

### **Section 1. Sick Leave**

**Subd. 1.** Twelve-month employees shall earn sick leave at the rate of one (1) workday per month of service in the employ of the school district, up to a maximum accrual of twelve (12) workdays per

year. Less-than-12-month employees shall earn sick leave at the rate of one and one-ninth (10/9) workdays per month of service in the employ of the school district, up to a maximum accrual of ten (10) workdays per year. For purposes of this Article, a workday shall be equal to the number of hours an employee is regularly scheduled to work. For example, a workday for an employee who is regularly scheduled to work four (4) hours per day is equal to four (4) hours.

**Subd. 2.** Unused sick leave may accumulate to a maximum of one hundred eighty (180) workdays per employee.

**Subd. 3.** Sick leave shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

**Subd. 4.** The School board may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination of the eligibility of an employee for sick leave is reserved to the School Board.

**Subd. 5.** In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 6.** A leave of absence shall be granted for health reasons, if recommended by the attending physician in writing and approved by the administration and the School Board.

**Subd. 7.** Up to two (2) days per year of accumulated sick leave may be used to care for dependent children who are sick. In addition, MN Statute 181.9413 provides that an employee who has been employed for twelve months may use sick leave for absences due to an illness of or injury to the employee's dependent child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms the employee is able to use sick leave for the employee's own illness or injury.

**Subd. 8.** A full-time employee who uses no more than one (1) day of sick leave during a year (July 1 through June 30) may request in writing that one (1) day of unused sick leave be converted to one (1) day of vacation leave. Such a request must be submitted no later than July 31<sup>st</sup>, and the additional day of vacation leave must be used by the following June 30<sup>th</sup>.

**Subd. 9. Family Members.** Sick leave may be used for care of a dependent child, adult child, spouse, sibling, parent, grandparent or step-parent on the same terms the employee is able to use sick leave for the employee's own illness or injury per state statute or federal law.

**Section 2. Emergency Leave:** An employee shall be granted emergency leave as follows:

**Subd. 1.** Up to five (5) work days per year with full salary shall be granted in case of absence because of serious illness or death in the employee's immediate family.

If these five (5) work days are used because of a death in the immediate family, and a second death occurs in the same year of the employee's parent, spouse, or child, the employee shall be granted an additional three (3) work days paid leave.

For purposes of this subdivision, the employee's immediate family shall consist of the employee's spouse, parents, children, and siblings; the spouses of the employee's children; and the parents of the employee's spouse.

**Subd. 2.** Up to two (2) work days per year of the allowance provided in Subd. 1 will be granted an employee for the death or serious illness of any other person the employee defines as a member of his/her family.

**Subd. 3.** A request for additional leave may be presented to the Superintendent who shall have authority to grant additional paid or unpaid leave if, in his/her judgment, such a request is valid.

**Subd. 4.** If any employee wishes to avail himself/herself of the provisions, he/she must present a Leave Request Form to both his/her supervisor and the Director of Human Resources not later than the day following his/her return to work.

**Section 3. Personal Leave:** Two (2) workdays per year may be granted an employee for the employee's personal business. Personal leave of less than one (1) hour shall not be allowed. Personal leave may be used, at no loss of pay, for any purpose at the discretion of the employee. An employee planning to use personal leave shall notify his/her immediate supervisor as early as possible, but in any event at least twenty-four (24) hours in advance, except in cases of an emergency. No more than one (1) employee shall be absent from a given building on any given day pursuant to this subdivision. The District may, in its discretion, make exceptions to the maximum number of employees out of the building depending upon the circumstances. The District shall not be required to grant personal leave for the day before or after any holiday or break in the school year. For less than 12-month employees, the District shall not be required to grant personal leave during the first ten (10) days of the duty year nor during the last ten (10) days of the duty year. The District's decision to grant personal leave to more than one (1) employee on the same day in the same building, or to grant personal leave on any of the days cited previously shall not be construed as establishing a past practice or prejudice the District's right to enforce such limitations at its discretion. Personal leave shall be prorated for employees who are not employed for their entire regular work year.

At the end of each fiscal year, three (3) days of unused personal leave may be carried over to the following fiscal year, not to exceed a maximum accumulation of five (5) personal leave days in a fiscal year.

**Section 4. Jury Duty:** An employee who is called for jury duty or subpoenaed to give testimony before judicial tribunal, arbitration, negotiation or mediation proceedings, shall be compensated for the difference between the employee's regular salary and the pay received for such appearance for the period of time he/she is away from his/her employment assignment. The employee must present a copy of the subpoena to the office of the Director of Human Resources to receive compensation for the period he/she is absent from employment.

**Section 5. Donation of Personal Leave or Vacation Days:**

1. A member of the Association may elect to donate one (1) or more of his/her accumulated personal leave days or vacation leave days to another District employee who has exhausted his or her accumulated sick leave.
2. A member of the Association shall notify the Business Office in writing of his/her intent to donate one (1) or more days of accumulated personal leave days or vacation leave days to another District employee. This notice shall include the number of days to be donated and the name of the employee to whom they are to be credited.
3. The day(s) donated shall be based on the donor's full-time equivalent (FTE) assignment and will be credited as such to the donee's sick leave.

Example: A day donated by an 8-hour per day custodian would be considered 1.0 FTE and would be equal to a 1.0 FTE day for the donee.

4. Days donated shall constitute the use of those days. Such days shall be subtracted from the donor's total accumulated personal leave days or vacation leave days for that school year. Such days shall not be eligible for payment at the end of the school year or for carry over to the next school year.

**Section 6. Family and Medical Leave.** Employees may apply for family and medical leave under the Family and Medical Leave Act and in accordance with School Board Policy 410.

**Section 7. School Conference and Activities Leave.** Employees are allowed to take unpaid leave to attend their child's school conferences or school-related activities in accordance with M.S. 181.9412. Vacation or personal leave may be substituted for unpaid leave.

## **ARTICLE XI**

### **CHILD CARE LEAVE**

**Section 1. Birth or Adoption:** Acting on a written request submitted by an employee, child care leave, without pay or fringe benefits, may be granted by the District to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child.

**Section 2. Commencement and Duration:**

**Subd. 1.** Child care leave shall commence on a date to be agreed upon between the District and the employee. In no event, however, shall the District be required to grant child care leave that commences more than twelve (12) calendar months following the birth or home placement of a child.

**Subd. 2.** In making a determination concerning the duration of child care leave, the District shall not be required to:

1. Grant any leave more than twelve (12) calendar months in duration.
2. Permit the employee to return to employment prior to the date designated in the leave approval.

**Subd. 3.** Upon the written request of the employee, the District, at its discretion, may extend the employee's child care leave.

**Section 3. Reinstatement:** Upon returning to work on the date provided in the leave approval, or on the date subsequently agreed to by the District and the employee, the employee shall be reinstated to his/her original job, or to a position of like status and pay.



**Section 4. Effect of Leave:** The continuing contract shall remain in effect and the employee's seniority shall not be affected by the child care leave. The employee shall retain any accrued benefits he/she had earned prior to taking child care leave.

**Section 5. Insurance Coverage:** At the expense of the employee and at no cost to the District, the District shall continue to make insurance coverage under this Agreement available to an employee and any dependents while the employee is on child care leave.

**Section 6. Eligibility:** The benefits outlined in this Article shall be available to regular full-time employees and to regular part-time employees who are covered by this Agreement.

## **ARTICLE XII** **WORKDAY**

### **Section 1. Workday:**

**Subd. 1.** The workday for an employee shall be equal to the number of hours, exclusive of a meal period, he/she is regularly scheduled to work. For example, the workday for an employee who is regularly scheduled to work six (6) hours per day shall be equal to six (6) hours.

**Subd. 2.** The specific work hours for each employee, as assigned by the District, may vary according to the needs of the maintenance/custodial program of the school district and individual buildings. Split shifts may be assigned with the consent of the employee. The normal work shift, exclusive of a meal period, is eight (8) hours.

**Subd. 3.** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift.

### **Section 2. Overtime:**

**Subd. 1.** Except for hours worked under Subd. 2 and Subd. 3, all hours worked, which includes paid time off including holidays, in excess of forty (40) hours in a week (Sunday through Saturday), shall be considered to be overtime and shall be compensated at the rate of one and one-half times the employee's regular hourly rate. All hours worked on a holiday (as defined in Article XII herein) and on Sunday shall be compensated at the rate of two times the employee's regular hourly rate.

**Subd. 2.** Any hours worked outside of an employee's assigned shift to provide custodial services for business for profit groups shall be compensated at the rate of two times the employee's regular hourly rate.

**Subd. 3.** If a custodial or maintenance employee is called in to work outside of his/her assigned shift, he/she shall receive reimbursement for a minimum of two (2) hours. This shall include regular building checks at a minimum of two (2) hours per building assigned.

**Section 3. Emergency Closing:** In the event that schools and offices are closed for an emergency, and custodial/maintenance employees are required to perform services, an employee's compensation will be adjusted as follows:

1. For hours worked when all schools and offices are closed for an emergency and custodial/maintenance employees are required to work, an employee shall be compensated at a rate equal to one and one-half times his/her regular hourly rate. For purposes of this section, hours worked shall be defined as all hours on any shift starting on a day of school closing.

2. All custodial/maintenance employees are expected to report to work when there is an emergency closing. If an employee is unable to report to work, the hours not worked will be without pay. The employee may make up the time missed provided the time is worked within the same pay period as the emergency closing and the schedule for making up the time has been approved by the Director of Buildings and Grounds. Such time will be paid at the employee's regular hourly rate of pay.
3. Employees who are absent due to illness, vacation, personal or other types of leave on a day that schools are closed shall not be eligible for emergency closing pay.

**Section 4. Less-Than-12-Month Custodians' Contract Year:** The contract year for less-than-12-month custodians who work eight (8) hours per day will be one hundred ninety three (193) days as follows: One hundred eighty (180) days during the school year, five (5) holidays, and eight (8) other days to be divided between the start of the school year and the end of the school year as determined by the Building Principal in consultation with the Head Custodian and the Director of Buildings and Grounds, and giving tentative notice of such distribution to affected employees by the end of the school year.

The contract year for less than 12-month custodians who work four (4) hours per day will be one hundred eighty-five (185) days as follows: 180 days during the school year and 5 holidays.

### **ARTICLE XIII** **HOLIDAYS**

**Section 1. Paid Holidays:** Regular employees working before and after the following holidays will receive these days off with pay:

New Year's Eve Day	Independence Day	Day after Thanksgiving
New Year's Day	Labor Day	Christmas Eve Day
Good Friday	Thanksgiving Day	Christmas Day
Memorial Day		

#### **Section 2. Weekends and Vacations**

**Subd. 1 Weekends:** If any of these holidays fall on Saturday or Sunday, another day off shall be given as determined by the administration.

**Subd. 2. Vacations:** If a holiday falls within an employee's vacation period or regular time off, he/she shall receive an additional day of vacation.

**Section 3. Less-Than-12-Month Employees:** Less-than 12-month employees will receive the following holidays:

Good Friday	Labor Day	Day after Thanksgiving
Memorial Day	Thanksgiving Day	

**Section 4. Application:** In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions.

## **ARTICLE XIV**

### **VACATION**

#### **Section 1. Eligibility:**

**Subd. 1.** All twelve (12) months per year employees shall accrue vacation leave at the following rates:

0 – 5	years shall accrue leave at a rate equal to 10 work days per year
6 – 12	years shall accrue leave at a rate equal to 15 work days per year
13 – plus	years shall accrue leave at a rate equal to 20 work days per year

An employee shall move to the next level of accrual on July 1 following the completion of either five (5) or twelve (12) years of service.

For purposes of this subdivision, a year of service shall be a minimum of six (6) months of employment. For example, an employee hired on or before December 31, 2005, will be eligible to accrue 15 days of vacation leave on July 1, 2010. An employee hired after December 31, 2005, will be eligible to accrue 15 days of vacation leave on July 1, 2011.

**Subd. 2.** Vacation leave for twelve-month employees is earned on a monthly accrual basis. Vacation leave may be used during the year in which it is earned, but not to exceed accrued days. Vacation leave accrued during a contract year must be used before the end of the following contract year. No vacation leave may be taken by new employees during the first six months of their employment.

**Subd. 3.** If a holiday falls in the vacation period, the holiday shall not count as a day of vacation for twelve-month employees.

#### **Section 2. Approval:**

**Subd. 1.** Requests for vacation leave shall be submitted for approval to the employee's immediate supervisor and to the office of the Director of Human Resources. All requests for vacation leave shall be submitted sufficiently in advance so that work assignments can be adequately covered by other personnel.

**Section 3. Scheduling:** The scheduling of vacation leave for custodial and maintenance staff shall be subject to the following conditions:

**Subd. 1.** The District may limit the number of custodial or maintenance staff within a building and/or the number of custodial or maintenance staff within the District who are granted vacation leave on the same day.

**Subd. 2.** An employee may request vacation leave during the regular school year in excess of the amounts provided in Subd. 1 and/or Subd. 2 by submitting such a request to his/her building Principal at least thirty (30) calendar days prior to the date on which the leave is to commence. The building Principal shall consult with the building's Head Custodian and the Director of Buildings and Grounds before issuing a decision on an employee's request. The decision regarding such a request shall not be grievable nor subject to arbitration.

**Section 4. Effect of Leave:** Vacation leave will not accrue while an employee is on unpaid leave when the absence is more than one (1) consecutive month.

## **Section 5. Transfer**

**Subd. 1.** A full-time, less-than-12-month employee who transfers to a full-time, 12-month position shall be granted vacation leave commensurate with years of service as determined by granting one (1) year of service for each year of full-time employment.

**Subd. 2.** A part-time employee who transfers to a full-time, 12-month position shall be granted vacation leave commensurate with years of service as determined by granting one (1) year of service for every two (2) years of part-time employment.

**Subd. 3.** For purposes of this section, only consecutive years of employment immediately preceding the date of transfer shall be considered; time employed as a substitute shall not count for any purpose, including time toward consecutive years of employment; and in no event shall the number of years of service granted exceed seven (7).

## **ARTICLE XV** **LAY OFF**

**Section 1. Procedure:** In the event of reduction in force, maintenance-custodial personnel shall be terminated pursuant to the provisions of this Article.

**Section 2. Seniority:** For the purpose of this Article, all maintenance-custodial personnel shall have seniority commensurate with their total continuous years of service in the school district, subject to the following:

**Subd. 1.** When an employee moves to a different classification, seniority within the new classification will start on the date cited as the effective date of the assignment in the minutes of the Board meeting during which the change in assignment was approved. In the event that two or more employees have the same seniority date within a classification, the employee who has been employed by the District for the longest continuous period of time shall be most senior. The employee's seniority date in the old classification will not change, and the employee shall maintain seniority within that classification.

**Subd. 2.** For the purposes of this Article, the following classifications shall exist:

Classification 1:	Less than full-time Custodian (Article III, Section 2)
Classification 2:	Full-time Custodian
Classification 3:	Custodian Engineer
Classification 4:	Custodian in Charge of Building
Classification 5:	Painter
Classification 6:	District Maintenance
Classification 7:	Assistant Building Engineer
Classification 8:	Carpenter
Classification 9:	Head Building Engineer
Classification 10:	Master Electrician
Classification 11:	Lead Grounds Keeper
Classification 12:	Summer Crew Supervisor
Classification 13:	Custodian – Lead Evening

**Section 3. Lay Off and Recall:** The selection of maintenance-custodial personnel for lay off shall be made in reverse order of seniority within classification as defined in Article XIV, Section 2, Subd. 2. An employee so affected may transfer into a lower pay rate classification if the following criteria are met:

**Subd. 1.** The employee must have seniority over any employee within that classification who would be displaced by the transfer.

**Subd. 2.** The employee must have the ability to perform the duties assigned.

**Subd. 3.** The termination of the employee proposing to make the transfer into the lower pay rate classification is for reasons other than cause.

**Section 4. Lay Off Application:** An employee on lay off shall retain seniority and right to recall within classification in seniority order for a period of two (2) years after date of lay off.

**Section 5. Termination of Seniority:** Seniority rights shall terminate upon resignation or termination of an employee pursuant to the Agreement or after twenty-four (24) consecutive months of lay off.

**ARTICLE XVI**  
**DISCIPLINE, DISCHARGE, PROBATIONARY PERIOD,**  
**TERMINATION, RESIGNATION**

**Section 1. Probationary Period:** An employee under the provisions of this Agreement shall have a probationary period of twelve (12) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge, or other-wise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

**Section 2. Probationary Period; Change of Classification:** In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) calendar days in any such new classification. During this sixty (60) days probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, or if the employee elects to return to the prior classification and a position is available, the school district shall have the right to reassign the employee to his/her former classification.

**Section 3. Disciplinary Action:** An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. Under the following circumstances the employer may discharge an employee immediately for dishonesty, misappropriation of school or employee property, the use of intoxicating beverages or unauthorized drugs on school property, reporting to work while under the influence of intoxicating beverages or drugs, or participating in the transaction of these beverages and/or drugs on school property.

The employer may take disciplinary action up to and including discharge of an employee after one written warning, a copy of which is sent to the Association, for repeated violation of any of the following rules:

- a. Unapproved absences and leave
- b. Insubordination
- c. Failure to obey safety rules and practices
- d. Misconduct
- e. Contract violations
- f. Failure to meet work standards
- g. Violation of employee work rules

An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

**Section 4. Resignation:** Employees electing to resign shall be required to give the employer two (2) weeks notice and shall continue in the employer's service during this two weeks period with the exception that the employee may leave earlier with the consent of the employer. Failure to give such notice shall result in the loss of any vacation benefits with the employee might otherwise be entitled to.

## **ARTICLE XVII** **GRIEVANCE PROCEDURE**

### **Section 1. Definitions of Terms and Interpretations**

**Subd. 1. Grievance:** A "grievance" shall mean an allegation by an employee as to the interpretation or application of any term or terms of any contract required by the P.E.L.R.A. of 1971 between Independent School District No. 77 and the authorized representative. A "grievance" relating to a policy of the school district will be carried through level three of this procedure.

**Subd. 2. Aggrieved:** Any person or group of persons within the appropriate unit having a grievance.

**Subd. 3. Administrative Supervisor:** The immediate supervisor to whom the aggrieved is responsible.

**Subd. 4. Grievance Committee:** The committee appointed by the exclusive representative.

**Subd. 5. Disposed:** A settlement of a grievance, to the satisfaction of both parties, which has been reduced to writing.

**Subd. 6. Extension:** Time limits specified in this procedure may be extended by mutual agreement.

**Subd. 7. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

**Subd. 8. Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 9. Filing and Postmark:** The filing or services of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**Section 2. Representative:** The aggrieved, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

**Section 3. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they shall first discuss the alleged grievance with his/her or their administrative supervisor, either privately or accompanied by a representative of the grievance committee, without having reduced the grievance to writing.

**Section 4. Time Limitations and Waiver:** Grievances shall not be valid for consideration unless the

grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

**Section 5. Adjustment of Grievance:** The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

**Subd. 1. Level I:** The aggrieved shall file a grievance, in the form herein provided, with his/her administrative supervisor, within twenty (20) days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level I. If a grievance is so appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level II. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision, in writing, to the parties involved. At the option of the School Board, a committee of the Board may be designated by the Board to hear the appeal at this level, and to report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 6. School Board Review:** The School board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notifies the parties of its intention within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the Board automatically advances the grievance to Level III.

**Section 7. Denial of Grievance:** Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

**Section 8. Level II Initiation:** A grievance that affects a group of members of the exclusive representative involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

**Section 9. Arbitration Procedures:** In the event that the aggrieved and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the

Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may within ten (10) working days request the Bureau of Mediation Services to supply them with a panel of arbitrators. The arbitrator shall be selected by the strike-off method as provide by P.E.L.R.A. Failure to agree upon an arbitrator and the subsequent failure to request a panel of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in the P.E.L.R.A. of 1971.

**Subd. 6. Expenses:** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of arbitration.

**Subd. 7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct their operations within the legal limitations surrounding the financing of such operations.

**Section 10. Election of Remedies:** A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This



Section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

## **ARTICLE XVIII** **VACANCIES**

**Section 1. Notice of Vacancies:** Notice of all permanent vacancies will be provided at least ten (10) calendar days in advance of filling such vacancies. Notice shall be e-mailed to each head custodian. Each head custodian shall be responsible to post the vacancy notice in the building custodians' office. A copy of the notice shall be e-mailed to the Association for its file. In addition, each notice shall be posted on the employees' bulletin board and listed on the District's website at [www.isd77.k12.mn.us](http://www.isd77.k12.mn.us).

**Section 2. Application for Vacancies:** All employees under this Agreement may submit application, in writing, for any vacancy which is posted pursuant to this Article.

## **ARTICLE XIX** **GENERAL PROVISIONS**

**Section 1. Representation:** An employee elected or selected by the Association to attend Association meetings, conferences and/or seminars shall be granted a leave, up to three (3) days without pay, for such purposes.

**Section 2. Association Meetings:** Association meetings may be held at any time and location so long as the meeting does not interfere with ordinary building operations and members are not attending during active shifts without taking leave to do so.

**Section 3. Association Leave:** Each year, the Association will be credited with four (4) days of Association leave, non-accumulative, with pay, to be used by persons who are officers or agents of the exclusive representative.

**Section 4. Nondiscrimination Policy:** The employer and the exclusive representative mutually agree that there shall be no discrimination in employment or personnel practices because of Association membership or non-membership, race, color, religion, national origin, sex, marital status, status with regard to public assistance, or disability in accordance with state and federal statutes.

**Section 5. Safety Equipment Reimbursement:** Association members will be reimbursed up to \$150.00 per year for the purchase of personal protective equipment that is necessary for their job and that qualifies under rules for use of Health and Safety funding. Examples are steel toe shoes, non-slip shoes, prescription safety eyewear. Receipts must be submitted to the Director of Facilities for reimbursement.

## **ARTICLE XX** **DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2018, through June 30, 2020, and thereafter, until modification are made pursuant to law. If either party desires to modify or amend this Agreement commencing on July 1, 2020, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the maintenance and custodial personnel 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.

**Section 3. 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, unless mutually agreed to by both parties.

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

**ARTICLE XXI**  
**DOCUMENT AUTHORIZATION**

In witness thereof the parties hereto caused this Agreement to be signed by their respective officers and their corporate seals, if any, to be placed hereon.

DISTRICT 77 MAINTENANCE AND  
CUSTODIAL ASSOCIATION

B. J. Jansen  
President

Kenneth R. White  
Negotiations Representative

July 9, 2018  
Date

SCHOOL BOARD OF INDEPENDENT  
SCHOOL DISTRICT NO. 77

Ann Hendricks  
Chairperson

Sara Hansen  
Clerk

July 9, 2018  
Date

**MANKATO AREA PUBLIC SCHOOLS**  
**Independent School District No. 77**

**Classification and Salary Schedule**  
**Maintenance and Custodial Association**

**APPENDIX A**

**Effective for the period from July 1, 2018 through June 30, 2019**

<b>Seniority Classification</b>	<b>Position Title</b>	<b>Job Class</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
2	Warehouse Clerk	A12	\$12.88	\$13.49	\$14.13	\$14.81	\$15.53
2	Custodian - Day	A13	\$14.04	\$14.85	\$15.63	\$16.45	\$17.27
2	Custodian - Delivery	A13	\$14.49	\$15.30	\$16.08	\$16.90	\$17.72
2	Custodian - Evening	A13	\$14.34	\$15.15	\$15.93	\$16.75	\$17.57
2	Custodian - Night	A13	\$14.49	\$15.30	\$16.08	\$16.90	\$17.72
13	Custodian - Lead Evening	A13	\$14.59	\$15.40	\$16.18	\$17.00	\$17.82
11	Lead Grounds Keeper	A13	\$13.95	\$14.74	\$15.53	\$16.33	\$17.14
3	Custodian Engineer (Base)	B22	\$16.11	\$16.85	\$17.66	\$18.40	\$19.18
	Level 3		\$16.31	\$17.06	\$17.86	\$18.61	\$19.38
	Level 2		\$16.47	\$17.21	\$18.02	\$18.76	\$19.54
12	Grounds Manager	B22	\$15.35	\$16.09	\$16.86	\$17.61	\$18.37
4	Custodian in Charge of Bldg (Base)	B22	\$16.83	\$17.57	\$18.33	\$19.05	\$19.78
	Level 2		\$17.18	\$17.92	\$18.68	\$19.40	\$20.13
	Level 1		\$17.33	\$18.07	\$18.83	\$19.55	\$20.28
5	Painter	B23	\$16.80	\$17.55	\$18.34	\$19.05	\$19.81
6	District Maintenance (Base)	B23	\$17.05	\$17.78	\$18.52	\$19.26	\$20.00
	Level 1		\$17.55	\$18.28	\$19.02	\$19.76	\$20.50
7	Assistant Building Engineer (Base)	B23	\$17.00	\$17.73	\$18.47	\$19.19	\$19.95
	Level 2		\$17.35	\$18.08	\$18.82	\$19.54	\$20.30
8	Carpenter (Base)	B23	\$18.54	\$19.27	\$19.99	\$20.73	\$21.49
	Level 1		\$19.04	\$19.77	\$20.49	\$21.23	\$21.99
9	Head Building Engineer (Base)	B32	\$19.11	\$19.82	\$20.61	\$21.31	\$22.05
	Level 2		\$19.46	\$20.17	\$20.96	\$21.66	\$22.40
	Level 1		\$19.61	\$20.32	\$21.11	\$21.81	\$22.55
10	Master Electrician	C42	\$23.72	\$24.49	\$25.22	\$25.95	\$26.68

**MANKATO AREA PUBLIC SCHOOLS**  
**Independent School District No. 77**

**Classification and Salary Schedule**  
**Maintenance and Custodial Association**

**APPENDIX B**

**Effective for the period from July 1, 2019 through June 30, 2020**

<b>Seniority Classification</b>	<b>Position Title</b>	<b>Job Class</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
2	Warehouse Clerk	A12	\$13.17	\$13.79	\$14.45	\$15.14	\$15.88
2	Custodian – Day	A13	\$14.36	\$15.18	\$15.98	\$16.82	\$17.66
2	Custodian - Delivery	A13	\$14.82	\$15.64	\$16.44	\$17.28	\$18.12
2	Custodian - Evening	A13	\$14.66	\$15.49	\$16.29	\$17.13	\$17.97
2	Custodian – Night	A13	\$14.82	\$15.64	\$16.44	\$17.28	\$18.12
13	Custodian – Lead Evening	A13	\$14.92	\$15.75	\$16.54	\$17.38	\$18.22
11	Lead Grounds Keeper	A13	\$14.26	\$15.07	\$15.88	\$16.70	\$17.53
3	Custodian Engineer (Base)	B22	\$16.47	\$17.23	\$18.06	\$18.82	\$19.61
	Level 3		\$16.68	\$17.44	\$18.27	\$19.03	\$19.82
	Level 2		\$16.84	\$17.60	\$18.42	\$19.18	\$19.98
12	Grounds Manager	B22	\$15.70	\$16.45	\$17.24	\$18.01	\$18.78
4	Custodian in Charge of Bldg (Base)	B22	\$17.21	\$17.97	\$18.74	\$19.48	\$20.23
	Level 2		\$17.57	\$18.32	\$19.10	\$19.84	\$20.58
	Level 1		\$17.72	\$18.48	\$19.25	\$19.99	\$20.74
5	Painter	B23	\$17.18	\$17.94	\$18.75	\$19.48	\$20.26
6	District Maintenance (Base)	B23	\$17.43	\$18.18	\$18.94	\$19.69	\$20.45
	Level 1		\$17.94	\$18.69	\$19.45	\$20.20	\$20.96
7	Assistant Building Engineer (Base)	B23	\$17.38	\$18.13	\$18.89	\$19.62	\$20.40
	Level 2		\$17.74	\$18.49	\$19.24	\$19.98	\$20.76
8	Carpenter (Base)	B23	\$19.14	\$19.87	\$20.59	\$21.33	\$22.09
	Level 1		\$19.64	\$20.37	\$21.09	\$21.83	\$22.59
9	Head Building Engineer (Base)	B32	\$19.54	\$20.27	\$21.07	\$21.79	\$22.55
	Level 2		\$19.90	\$20.62	\$21.43	\$22.15	\$22.90
	Level 1		\$20.05	\$20.78	\$21.58	\$22.30	\$23.06
10	Master Electrician	C42	\$24.72	\$25.49	\$26.22	\$26.95	\$27.68

**MANKATO AREA PUBLIC SCHOOLS  
Independent School District No. 77**

**Maintenance & Custodial Association**

**APPENDIX C**

**List of Buildings by Square Footage**

**Over 200,000 Square Feet (Level 1)**

East Senior High School  
West Senior High School

**100,000 to 200,000 Square Feet (Level 2)**

Dakota Meadows Middle School  
Franklin Elementary School  
Lincoln Community Center  
Prairie Winds Middle School  
Rosa Parks Elementary School

**Less Than 100,000 Square Feet (Level 3)**

Bridges Community School  
Eagle Lake Elementary School  
Hoover Elementary School  
Jefferson Elementary School  
Kennedy Elementary School  
Monroe Elementary School  
Roosevelt Elementary School  
Washington Elementary School

MANKATO AREA PUBLIC SCHOOLS

Level I Grievance Complaint Form

*This form is to be filed in duplicate with the Administrative Supervisor*

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

Date Filed \_\_\_\_\_ Grievance Representative: \_\_\_\_\_

Date Knowledge of Grievance Occurred \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Additional statement may be attached if necessary.*

Contract Provision Allegedly Violated: \_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Disposition by Administrative Supervisor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

Position of Grievant: ☐ I accept the above disposition.

☐ I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

MANKATO AREA PUBLIC SCHOOLS

Level II Grievance Complaint Form

***This form is to be filed in duplicate with the District Superintendent***

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

Date Filed \_\_\_\_\_ Grievance Representative: \_\_\_\_\_

Was Level I procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Additional statement may be attached if necessary.*

Contract Provision Allegedly Violated: \_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_

Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Superintendent \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_

Position of Grievant: ☐ I accept the above disposition.

☐ I intend to process the grievance to the next step.

Signature of Grievant \_\_\_\_\_

\_\_\_\_\_ Date

MANKATO AREA PUBLIC SCHOOLS

Level III Grievance Complaint Form

***This form is to be filed in duplicate with the Clerk and Chairperson  
of the School Board***

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

Date Filed \_\_\_\_\_ Grievance Representative: \_\_\_\_\_

Was Level I procedure utilized? ☐ Yes ☐ No

Was Level II procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Additional statement may be attached if necessary.*

Contract Provision Allegedly Violated: \_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Disposition by School Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Board Chairperson \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant: ☐ I accept the above disposition.

☐ I intend to process the grievance to the next step.

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_



MANKATO AREA PUBLIC SCHOOLS

Request for Arbitration Form

***This form is to be filed in duplicate with the Superintendent of Schools***

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

Date Filed \_\_\_\_\_ Grievance Representative: \_\_\_\_\_

Was Level I procedure utilized? ☐ Yes ☐ No

Was Level II procedure utilized? ☐ Yes ☐ No

Was level III procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred \_\_\_\_\_

Date Decision Rendered by School Board \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Additional statement may be attached if necessary.*

Contract Provision Allegedly Violated: \_\_\_\_\_

\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date