

AGREEMENT

Between

THE SCHOOL BOARD OF THE
MINNETONKA PUBLIC SCHOOLS DISTRICT #276

Minnetonka, MN

and the

SCHOOL SERVICE EMPLOYEES LOCAL #284
CUSTODIAL & MAINTENANCE EMPLOYEES

July 1, 2018 – June 30, 2020

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ARTICLE I: PURPOSE OF AGREEMENT

Section 1. Parties:

THIS AGREEMENT entered into between the School Board of Minnetonka Independent School District #276, Minnetonka, Minnesota (hereinafter referred to as the Employer), and the School Service Employees Local #284 of the Service Employees International Union, affiliated with the AFL CIO (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 (hereinafter referred to as the P.E.L.R.A. of 1971), to provide the terms and conditions of employment for all employees of the Minnetonka Public Schools who are classified as non-supervisory, custodial and maintenance employees during the duration of this Agreement.

ARTICLE II: RECOGNITION

Section 1. Recognition:

Subd. 1. The Employer recognizes the School Service Employees Local #284 of the Service Employees International Union, affiliated with the AFL CIO, as the exclusive representative of all employees in the unit as defined in Article I, and employed by the School Board of Independent School District #276. The School Service Employees Local #284, as exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, and as described in the provisions of this Agreement.

Subd. 2. The Union recognizes the responsibility of representing the interests of all employees in the unit with respect to grievances, personnel policies, practices and other matters affecting their general working conditions.

Subd. 3. The Union recognizes that the Employer 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 function and programs of the Employer, its overall budget, utilization of technology, the organizational structure, the selection, direction and number of personnel.

Subd. 4. It is the right of the employer to contract and subcontract. This right to contract or subcontract shall not be used for the purpose or the intention of undermining the union, nor to discriminate against any of the employees covered by this Agreement. Contracting and/or subcontracting will be utilized to respond to temporary emergencies, or work overloads and for the usual and customary activities which have been contracted out in the past.

Subd. 5. The Union recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the school within its legal limitation. All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

Subd. 6. All employees covered by this Agreement shall perform services and duties prescribed by the Employer, the Employer may promulgate rules, regulations, directives and orders from time to time as deemed necessary insofar as such are not inconsistent with the terms of this Agreement.

ARTICLE III: GENERAL PROVISIONS

Section 1. Duration, Termination, and Contrary Provisions

Subd. 1. Duration: This Agreement is for the period from 12:01 a.m., July 1, 2018, through 12:00 a.m., June 30, 2020. There shall be no step or longevity advancement by any employee covered by this agreement pursuant to Article VIII after June 30, 2020, until a successor Master Agreement has been negotiated and ratified by both parties.

Subd. 2. Termination: If a new agreement cannot be reached prior to 12:01 a.m., June 30, 2020, this entire agreement shall remain in full force and effect.

Subd. 3. Contrary Provisions: Provisions herein found contrary to law will not affect the remaining provisions of this Agreement.

Section 2. Non-discrimination

Subd. 1. The District will not discriminate against any employee because of the employee's filing or processing a grievance pursuant to the provisions set forth in this Agreement.

Section 3. Dues

Subd. 1. All employees who are members of the Union and who so request shall have their monthly dues deducted and forwarded to School Service Employees Local #284 by the Employer. If so requested, the Employer will furnish the Union with a list of names and amount of deduction and the total monies.

The Union will inform the Employer of the amount of dues to be deducted when a change occurs.

Subd. 2. Collection of initiation fees and issuance of withdrawal cards are the responsibilities of the Union.

Subd. 3. In accordance with the PELRA employees who are represented by the Union, but who are not members of the exclusive representative, may be required by the exclusive representative to contribute a fair share fee for service rendered by the exclusive representative; and the Employer, upon notification by the exclusive representative of such employees, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the exclusive representative. However, this fee shall not exceed the usual and customary monthly dues paid by the exclusive representative members.

ARTICLE IV: DEFINITIONS

Section 1. Employer

Employer means the Minnetonka School District #276 and its management representatives.

Section 2. Employee

Employee means those hourly paid non-supervisory custodial and maintenance employees as outlined as Public Employees under the Public Employment Labor Relations Act. Employee shall not include confidential, supervisory or essential employees.

Section 3. Supervisor

Supervisor, as used in this contract, shall include the Supervisor of Buildings and Grounds, and the Supervisor of Custodial Services.

Section 4. Fiscal Year or School Year

Fiscal Year or School Year means that period of time from July 1 through, and including, June 30.

Section 5. Union

Union means the School Service Employees Local #284 of the Service Employees International Union, affiliated with the AFL CIO, and its appointed representatives.

ARTICLE V: CLASSIFICATION OF EMPLOYEES

Section 1. Classification of Employees and General Duties

Subd. 1. Class I – Custodians: A Class I employee shall be responsible for general operational, maintenance and custodial duties which may include, but are not limited to, replacing light bulbs, changing steam trap wafers, climbing, cleaning univents, crawling in tunnels for various reasons, assisting in the repair of school furniture and equipment, daily cleaning of various assigned areas, and such other duties as may be assigned.

An employee in Class I must obtain and keep current a special boiler's license to be placed on or above Step 2 of the Class I wage schedule. A lapsed license must be renewed within 30 days, or the employee will be placed on Step 1 until the license is reinstated at which time pay will revert to the employee's previous wage.

Subd. 2. Alternate Shift Lead Custodian: The Alternate Shift Lead Custodian shall be required to obtain and keep current a special boiler license within 30 days of accepting the position.

Subd. 3. Class II - District Service Center Custodian, Developmental Trainee (training program for head custodians) and the base schedule for all other positions:

Developmental Trainee and District Service Center Custodian shall be required to obtain a second (2nd) class boiler operator's license as soon as permitted by the Minnesota Department of Labor and Industry.

Subd. 4. Specialists: Specialists include skill areas such as carpenters, painters, plumbers, electricians, HVAC, maintenance or other comparable technical areas. An employee must be assigned to a specialist position to be eligible for the specialists pay factors.

- Maintenance Specialists I and II, HVAC Specialist I and II must obtain a 2nd Class C Boiler's License as soon as permitted by the Minnesota Department of Labor and Industry.
- HVAC Specialist I and II also must obtain a Certified Pool Operator's License.
- Grounds Specialists I and II must obtain a Pesticide License.

Subd. 5. Painter Foreman, HVAC Foreman, Carpenter Foreman, Grounds Foreman: These employees shall have work direction responsibilities in addition to performing general operational and maintenance. Specialist Foremen shall have responsibilities for coordination of maintenance activities of district facilities that pertain to their trade specialty. Work direction includes assignment of work and input on evaluation of work. HVAC Foreman shall possess a Chief "C" State of Minnesota Boilers license and a Certified Pool Operator's License. Employees within this classification shall be expected to be highly skilled within their trade in addition to having exhibited leadership skills required of the position. Grounds Foreman must obtain a Pesticide License.

Subd. 6. Head Custodians

- a. Developmental Trainee Advancement: Upon assignment to a building while engaged in the Developmental Trainee Program, the Developmental Trainee will be paid Head Custodian rate of pay and must complete the training as specified. Trainees must possess their special boilers license. If the specifications below are not met in the timeline below then the Developmental Trainee will return to the position currently held. The developmental trainee program will be eighteen (18) months long.
 - i. Obtain second class boilers license as soon as permitted by the Minnesota Department of Labor and Industry and must obtain a Certified Pool Operators License.
 - ii. Obtain first class boiler license as soon as permitted by the Minnesota Department of Labor and Industry.
- b. Elementary Head Custodian: An elementary head custodian shall be responsible for the maintenance and operational phases of a building, including work direction of alternate shift custodians. Work direction includes assignment of work and input on evaluation of work. In addition to performing operation and maintenance duties, head custodians of this class are expected to be skilled in the operation of heating, ventilating, and temperature control systems. An elementary head custodian shall have a first (1st) class boiler operator's license.
- c. Middle School Head Custodians: The middle school head custodian shall be responsible for the maintenance and operational phases of a building, including work direction of building custodial staff. Work direction includes assignment of

work and input on evaluation of work. In addition to performing operation and maintenance duties, head custodians of this class are expected to be skilled in the operation of heating, ventilating, and temperature control systems. Middle School Head Custodians must possess a First Class "C" Minnesota State Boiler License and Certified Pool Operators License.

- d. High School Head Custodian: The high school head custodian shall be responsible for the maintenance and operational phases of a building, including work direction of building custodial staff. Work direction includes assignment of work and input on evaluation of work. In addition to performing operation and maintenance duties, the high school head custodian is expected to be skilled in the operation of heating, ventilating, and temperature control systems. The high school head custodians must possess a Chief Minnesota State Boiler License.

Section 2. Movement to a New Classification or Position

Subd. 1. If there is a position opening in the District, the Employer will post the position on the District website for a minimum of 7 calendar days. In addition, the Employer will send the posting link to the Buildings and Grounds email group and ask the Head Custodians to post the notice in the vicinity of each time clock to afford each employee the opportunity to apply. Seniority will prevail for all Class I positions, and such positions will be filled by assigning the senior non-probationary employee applying and is considered competent.

Subd. 2. Position opening will be posted for five working days and in the order in which the position becomes available. The successful applicant for the position will be notified by the Employer within seven (7) calendar days after the closing of the posting for the position for Class I employees, and all others, fifteen (15) days. The Employer will endeavor to provide prompt notification to all applicants once a decision has been made for the position.

Subd. 3. Seniority, competency and other factors deemed by the Employer to be requirements for the position will be considered in the selection of employees to positions above Class I.

Subd. 4. The Employer has the right to alter the starting time on any position up to two (2) hours to facilitate work requirements without reposting the position.

Subd. 5. An employee who replaces an employee at a higher classification for more than three (3) days shall be entitled to receive the rate of pay associated with the higher classification. Employees assigned to replace a non-unit position will receive a rate of pay equivalent to 14% of their base hourly rate of pay. The higher rate of pay shall be paid from the fourth day, retroactive to the first day, until the absent employee returns to duties or is replaced. Once an employee has completed the initial three (3) days as a substitute, that employee shall then be entitled to the higher rate of pay for all future days of substituting during the remaining fiscal year.

Subd. 6. When a Class I is absent for more than three (3) continuous working days the absent employee will be replaced by the most senior, qualified, and willing employee from the same or lower classification. The substituting employee will be replaced by the most

senior qualified and willing employee from the same or lower classification, and so on until no current employee wishes to or is eligible to replace another employee. The resulting vacancy will be filled by a substitute. No posting is necessary for replacements pursuant to this subdivision.

Subd. 7. Class I employees hired within twelve months from the date of the posting or employees who have transferred voluntarily or involuntarily within twelve months from the date of the posting must receive the approval of their supervisor in order to submit an application for the job.

Subd. 8. Employees promoted to a Class II or higher as provided in Subdivision (1) above shall serve a probationary period of six months of continuous service in the newly assigned position. The Employer may return the employee during the probationary period without recourse to the grievance procedure. Likewise, the promoted employee may rescind the promotion during the probationary period. The reassignment or request to rescind would be to the position said employee held immediately prior to the promotion. All subsequent postings directly related to probationary position would likewise bump back to the position held immediately prior to the promotion.

Section 3. Licensure Requirements

Subd. 1. The following chart lists the minimum licensure requirements for each position.

<u>Job Title</u>	<u>Chief Class C</u>	<u>1st Class C</u>	<u>2nd Class C</u>	<u>Certified Pool Operator</u>	<u>Pesticide License</u>
High School Head Engineer	X				
HVAC Foreman	X			X	
Middle School Head Engineer		X		X	
Maintenance Specialist II			X		
HVAC Specialist II			X	X	
Elementary School Head Engineer		X			
Maintenance Specialist I			X		
HVAC Specialist I			X	X	
Grounds Foreman, Specialist I & II					X
Developmental Trainee			X	X	
DSC Custodian			X		

Subd. 2. The District will reimburse the employee for license and application fees once the employee provides proof of licensure for the following:

- Chief Class C
- 1st Class C
- 2nd Class C
- Special Engineer
- Certified Pool Operator
- Pesticide

The District will reimburse the employee for the tuition for one preparatory class for any of the licenses listed below once the employee provides proof of licensure. The District

will provide flexibility with work schedules so the employee may attend the classes outside of their paid work day. This benefit can only be used one time during the employee's work history with Minnetonka Public Schools.

- Chief Class C
- 1st Class C
- 2nd Class C
- Special Engineer
- Certified Pool Operator (if not required for the employee's current position)

Subd. 3. For employees who hold one of the licenses listed below that is not required for the position they are currently in, an additional \$0.10 per hour will be given for their highest license beginning on July 1, 2015.

- Chief Class C
- 1st Class C
- 2nd Class C
- Certified Pool Operator

Any licenses received after July 1, 2015 will result in the adjustment as of the date the license is received by the District. The only exception will be if the employee was demoted from a higher position or chooses to take a lower position and the previous position required the license.

ARTICLE VI: CONDITIONS OF EMPLOYMENT

Section 1. Other Employment

Subd. 1. District benefits will accrue to all employees as long as they are continuously employed by, and are performing duties for the District.

Subd. 2. Employees incapacitated or unable to perform their normal assigned job due to other employment will not be eligible for any District benefits.

Subd. 3. Employment means working for monetary gain. It does not include volunteer or elected governmental service.

Section 2. Dismissal and Suspension

Subd. 1. The Employer shall have the right to impose disciplinary actions on employees for just cause. Disciplinary actions by the Employer will normally take the course of #1, 2, 3 and 4, except in cases of serious magnitude which could seriously jeopardize the safety of the students, fellow employees or the physical and financial assets of the school district.

- | | |
|-----------------------|----------------------------|
| 1 – Oral reprimand | 3 – Suspension without pay |
| 2 – Written reprimand | 4 – Discharge |

Employees who are subjected to the above actions shall have the right to request that such actions be reviewed through the recourse of the grievance procedure provided that

if no appeal is made of such disciplinary action within five (5) normal workdays of its occurrence, this right of appeal is waived.

Subd. 2. The Employer is required to notify the employee and the exclusive representative in writing of suspension and pending dismissal action. Such notification is to include the reason for the suspension, and mailed to the employee within two (2) working days following suspension. The suspension period shall be without pay to the employee unless continuation of employment is recommended by the Board of Education.

Subd. 3. The employee is entitled to a hearing before the Board of Education with representation if requested. Dismissal action shall not be taken prior to such hearing. The hearing will be conducted within ten (10) working days following notification to the employee that the administration is recommending dismissal to the School Board.

Section 3. Demotion

Subd. 1. An employee may be demoted for cause. Cause shall be understood to be a less severe violation of standards than the just cause standard outlined in Subd. 1, Section 2, Article VI.

Subd. 2. Such demotion shall be made only following a hearing between the employer (Superintendent of Schools and/or the Executive Director of Finance and Operations) and the employee, and such meeting may include the employee's exclusive representative.

Subd. 3. An employee may elect to be demoted to a lower position. The provisions of Article XV, Seniority, shall prevail in voluntary demotions.

Section 4. Health Requirements

Subd. 1. Freedom from Tuberculosis: All employees are required by the District to present written evidence of freedom from tuberculosis by having either a chest x ray or a Mantoux test. The Employer will prescribe the means by which the requirement may be met at no expense to the employee for the test.

Subd. 2. Medical Examination:

- a. Medical examinations may be required by the Employer. Any medical examinations required by the Employer following initial employment shall be provided by the Employer's medical doctor at the Employer's expense.
- b. Employees returning to work after hospitalization or after convalescing from an accident, injury or operation, or frequent and constant absenteeism, are required to furnish a medical statement authorizing the employee to return to work and indicating what limitations may be necessary.
- c. Failure by the employee to provide a medical certificate when notified shall be construed as failure to meet the terms of this contract and salary may be withheld.

Subd. 3. The Employer may establish a rate of pay no more than 15% below the employee's current rate of pay in order to provide "light duty" assignments to an employee

who is injured or otherwise disabled and is unable to perform the normal range of the employee's regular classification. The current rate of pay shall be calculated as the employee's current step, classification (including any applicable head custodian and specialist percentage factor), and longevity pay, but will not include shift or night lead differentials. The District shall determine if a "light duty" job is available within the District and that such a job is within the employee's ability to perform.

ARTICLE VII: LENGTH OF WORK WEEK

Section 1. The length of the work week shall be forty (40) hours consisting of either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Employees assigned to a permanent position of 30 hours per week or more are considered full-time employees in determining eligibility for insurance benefits.

Section 2. A part-time employee is one who works less than eight (8) hours per day and/or less than thirty (30) hours per week.

Section 3. All regular employees shall accrue days for vacations, holidays and sick leave on a prorata basis with forty (40) hours the full-time norm. Employees assigned to a permanent position of less than forty (40) hours shall receive a proportionate allocation.

Section 4. Part-time positions will be kept to a minimum and will only be used to supplement full-time positions. Part-time positions will be combined to create a full-time position where practical.

ARTICLE VIII: WAGES OF EMPLOYEES

Section 1. Salaries

Subd. 1. Hourly wages are reflected in Schedule A attached hereto and shall be a part of this Agreement.

Class I employees on the 2017-18 steps 1 and 2 will move to the new step 1 (formerly step 3). Employees obtaining a specialist boiler license will advance to the new step 2 (formerly step 3).

For 2018-2020 contract, all other employees will remain at their current step, but will receive the adjusted wage rate for the contract year.

Subd. 2. A pay period shall be a two (2) week period ending midnight, Saturday. The payment for services rendered during this period shall be made within two weeks of the final day of the pay period.

Subd.3. Initial Placement and Advancement of Employees: All Employees shall generally start at step one (1) of the employee's assigned wage class. Employees advanced to a higher class shall be generally placed on step one (1) of that class. However, the Executive Director of Finance and Operations may authorize placement up to and including Step 3 if previous training and/or experience or market conditions justify a higher rate of pay.

Eligible employees will receive step increases on July 1 of each year provided they have been continuously employed in the bargaining unit for the preceding six (6) months. All other step advancements shall occur at one (1) year intervals on July 1.

An employee in Class I must have a special boiler's license to be placed on or above step two (2) of the Class I wage schedule. Employees must be on step one (1) for a minimum of one year. On or after one year on step one (1), upon the District's receipt of a boilers license, employees will move to step two (2) of the wage schedule.

All employees who are non-probationary will be guaranteed a Class I position. Persons holding or appointed to positions above Class I shall hold such positions at the pleasure of the District and may be reassigned. Class II employees hired prior to October 1, 1986, shall be guaranteed a Class II rate of pay.

Subd. 4. A shift differential will be paid to qualified employees as outlined below. Employees who qualify for these shift differentials will be paid at the established hourly rate for the entire normal work period, including holidays and vacations. When the option is available for an employee to temporarily work a different shift other than the employee's normal, differential-carrying shift, the employee may choose to: a) continue to work the employee's normally assigned shift, thereby continuing to receive the shift differential; or b) Work the different shift, thereby receiving either a lesser shift differential, or no shift differential, as appropriate to the shift the employee will work. If the District requires an employee to change from a differential-carrying shift to a shift with no or a lower differential, the employee will continue to receive his/her normal differential for the original shift

- a. Second Shift. If the employee starts work after 3:00 p.m., or finishes the shift after 8:00 p.m.
- b. Third Shift. If the employee finishes the shift after 12:00 p.m. or starts work prior to 4:30 a.m.
- c. Saturday, Sunday or holiday differential is applicable to any employee who is assigned to work on a Saturday, Sunday or holiday, regardless of the employee's regular work assignment. The only exception to the provision in this subpart is when an employee voluntarily works on a Saturday, Sunday or holiday, to compensate for another day the same week when the employee was schedule to work but did not work at the employee's own request. Holidays are as specified in Article X, Section 1.
- d. Restrictions:
 - i. General shift differential premiums will apply when the shift is worked or when the employee who is scheduled to work a shift which calls for a differential is on authorized leave up to maximum of fifteen (15) consecutive days per occurrence, Employees on authorized leave beyond fifteen (15) consecutive days shall not be entitled to a shift differential premium. Shift differential premium will not apply, nor be used, as the basis for calculating

overtime rates of pay. An employee who works overtime on a Saturday or Sunday will be paid time and one-half plus the above listed differential.

- ii. Differential premium will not apply when a short term shift change is made to accommodate the employee.

Subd. 5. Any employee certified to perform asbestos repairs and working on a district office generated asbestos work order shall receive the wage differential.

Section 2. Overtime Rules

Subd. 1. The employee will be paid at the rate of time and one half for all work in excess of eight (8) hours on a five (5) day work week schedule, or ten (10) hours on a four (4) day work week schedule. A minimum of two (2) hours computed on a time and one half basis will be paid for each employee when recalled to work:

- a. Two hours of overtime will be paid to the employee for a call back to convert a burner from gas to oil.
- b. Two hours of overtime will be allowed the employee for week end and holiday checks required by the Employer.
- c. Overtime is authorized for emergencies required to protect the building (example: a broken water line) without prior authorization. In all cases of such overtime requirement, the employee's supervisor shall be notified as soon as practical.

Subd. 2. Predicted overtime will be offered first to the employees normally assigned to the site where the overtime work will be in order of seniority on a rotating basis. Should none of the on-site employees wish to work the overtime; the overtime will be offered to employees in other buildings. In the event no employee has accepted the offer of predicted overtime, the Supervisor of Buildings and Grounds or designee may assign an employee to work the activity.

Section 3 Longevity

Employees will receive the following differentials to their hourly rate as indicated in Schedule A of the agreement. The longevity differential shall be calculated and awarded annually on July 1 of each year.

ARTICLE IX: GROUP INSURANCE BENEFITS

Section 1 Insurance Benefit Allocation

Subd. 1 Each full-time employee electing SINGLE group health insurance shall be allocated \$637 per month for the purposes of purchasing health insurance.

Each full time employee electing EMPLOYEE +1 group health insurance shall be allocated \$677 per month for use in purchasing health insurance benefits.

Each full time employee electing FAMILY group health insurance shall be allocated \$802 per month for use in purchasing health insurance benefits.

Said allocation will commence on July 1 of each year and will be made to the employee's account at the beginning of each month during which the employee is entitled to full salary from the District.

Subd. 2 An employee will receive as additional salary money allocated to the employee for that month which was not charged against the employee's account for purposes of purchasing health, dental, or life insurance.

Section 2. Group Health and Accident Insurance

Subd. 1 Eligibility: An employee shall be eligible for hospitalization, medical and major medical insurance benefits under the following circumstances: 1) a full time employee; or 2) on an approved leave of absence for medical purposes, not to exceed five (5) years.

Subd. 2 The group health plan(s) for employees under the age of sixty five (65), shall contain the provisions of the policy in effect July 1, 2018, except as may be mutually agreed in writing between the parties. Employees over the age of sixty five (65) shall be covered only by such provisions of a plan, if any, as the insurance carrier is willing to provide to the District for such employee. The coverages and benefits shall be, in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy. To qualify for family coverage the employee must have eligible dependents as defined by the insurance carrier, and must make a request for such coverage on a form provided by the Employer.

Section 3. Group Life Insurance

The Employer shall pay for a \$35,000 term life insurance policy, each with a double-indemnity provision in the case of an accidental death for each employee who is regularly scheduled to work thirty (30) or more hours per week. Such life insurance provisions shall be available for employees over the age of sixty-five (65) only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the policy of the insurance.

Section 4. Group Income Protection Insurance

The Employer shall pay the full premium for income protection insurance for each employee who is regularly scheduled to work thirty (30) or more hours per week. The Employee shall be taxed on the employer paid premium. Such income insurance provisions shall be available for employees only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. Coverages and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance carrier. Such income protection insurance provision shall be available for employees over the age of sixty-five (65), only if offered by the insurance carrier and then only base on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the insurance policy.

Section 5. Dental Program:

Subd. 1 Eligibility: An employee shall be eligible for dental program benefits if the employee is: 1) a full time employee; and, 2) enrolled in the District's dental program.

Subd. 2 The Employer shall purchase except as stated in Section 1 of this Article, individual dental coverage for all employees who are eligible for, and are enrolled in, the school district group dental plan. Such plan shall contain the provisions of the policy in effect on July 1, 2018. The coverage and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy.

Subd. 3 The additional cost of family dental coverage shall be borne by the employee and paid by payroll deduction if so requested by the employee on a form provided by the employer.

ARTICLE X: MISCELLANEOUS BENEFITS

Section 1. Paid Holidays

Subd. 1 Eleven (11) per year to be selected by the Executive Director of Finance & Operations from the legal and school holidays listed below. If school is in session on any of these days, holidays may be taken on a day mutually agreed upon by the Executive Director of Finance & Operations and the employees' exclusive representative. Should it be impossible to provide the full complement of eleven (11) holidays, the employees' vacation period will be extended to compensate for such deficiency.

Subd. 2 To receive compensation for a listed holiday, an employee must: a) work the last regular work day before and the next regular work day after the holiday; b) be on authorized paid leave the work days before and after the holiday; c) be on authorized unpaid leave which would have qualified for paid leave if the employee had a sufficient amount of accumulated paid leave; or d) work another day, as mutually agreed between the employee and supervisor, in lieu of the work day before or after the holiday.

Subd. 3 Holidays:

- | | |
|-----------------------------------|---|
| a. Independence Day | g. President's Day |
| b. Labor Day | h. Good Friday |
| c. Thanksgiving Day | i. Memorial Day |
| d. Day following Thanksgiving Day | j. Martin Luther King Day |
| e. Christmas Day | k. One floating holiday to be used on a non-school day. |
| f. New Year's Day | |

Subd. 4 Employees who are required to work on a holiday listed above shall receive double pay for such time worked in addition to their regular pay for the holiday.

Section 2. Vacations

Subd. 1. All full time employees shall be granted a paid vacation which shall accrue to the employee from July 1 to June 30. An employee's vacation time shall accrue only during the time the employee is both employed by the District and receiving pay directly from the District. Employees accrue and are eligible to use vacation, subject to the

approval of the Supervisor of Buildings and Grounds. The maximum vacation days carried forward from year to year as of June 30 cannot exceed 1.5 times the annual accrual.

Subd. 2. Any employee who requests and is granted a leave of absence during the life of this contract shall be eligible to receive and be granted vacation days prorated for the period of time the employee was actually fully employed and paid by the District. This provision is not applicable to first year employees.

Subd. 3. Employees shall have their first year's vacation prorated at the rate of .92 of a day per month. During the first and last month of any employee's employment, the employee must work half or more of the working days in a given month to received vacation accrual for that month. Holidays and approved paid leaves shall be counted in those number of days. Use of accrued vacation days begins after the employee's probationary period. Subsequent to the first year of employment, employees with a start date of December 31 or earlier will be given credit for a full year of service for purposes of calculating vacation accrual

Subd. 4. If an employee is unable to utilize the vacation provided due to physical impairment, which is certified by a physician, the employee's vacation credit will be retained until the employee has been certified able to return to work. This vacation may be taken at a time acceptable to the Employer and the employee.

Subd. 5. Vacation requests made during the master vacation scheduling timeline will be awarded based on seniority. Requests made at other times throughout the year will be awarded on a first come first serve basis. Employees requesting vacations after the master vacation scheduling timeline shall be notified of the approval status within ten (10) working days of the request. Vacations are to accrue as follows, and all employees' vacation schedules are to be authorized by the Supervisor of Buildings and Grounds:

- a. Eleven (11) working days at the beginning of the second year of employment.
- b. Sixteen (16) working days at the beginning of the seventh year of employment.
- c. Twenty one (21) working days at the beginning of the fourteenth year of employment.
- d. Twenty two (22) working days at the beginning of the twenty first year of employment.
- e. Twenty three (23) working days at the beginning of the twenty second year of employment.
- f. Twenty four (24) working days at the beginning of the twenty third year of employment.
- g. Twenty five (25) working days at the beginning of the twenty fourth year of employment.

Subd. 6. Those employees that receive a shift differential and take vacation while being scheduled on a shift that pays a differential shall receive the shift differential in their vacation pay.

Section 3. Uniforms

The District will furnish uniforms appropriate to the type of work the employee performs for the District. An employee committee will be formed to advise district on uniforms.

Section 4. Tax Sheltered Annuities

Subd. 1. The School Board will purchase a tax sheltered annuity for any employee, employed prior to July 1, 2000, who desires this type of retirement program. In order to qualify, employees must enter into a contract modification on a form provided by the school district. This modification may be requested to commence on July 1 only of any fiscal year. However, such contract modification shall expire when revoked by the employee or his employment has terminated.

No contract modification for the purchase of a tax sheltered annuity for any District employee will be accepted unless it is in excess of \$9.99 per pay period.

Subd. 2. The District will purchase a tax sheltered annuity equal to one percent (1%) of the employee's base salary (i.e., without overtime or other stipends) for all employees who have not less than eleven (11) years of allowable experience with the District.

The District will purchase a tax sheltered annuity equal to two percent (2%) of the employee's basic earnings for all employees who have not less than twelve (12) years of allowable experience in Minnetonka.

The one (1%) and two percent (2%) matching annuity indicated above are not cumulative.

Years of service shall be measured as of July 1 each year for the following year. Employees with a start date of December 31 or earlier will be given credit for a full year of service for purposes of receiving the District match.

Subd. 3. Tax sheltered annuity purchases will be limited to companies currently having employees enrolled in the program. Additional carriers will be accepted only if they have ten (10) or more of the Employer's employees who desire the program through the specific company requesting to be added, and then, only with written approval of the Employer.

Subd. 4 In order to receive the District's matching contribution to the employee's TSA, the employee must provide the District payroll office with ten work days written notice that the employee wishes the District's contribution to begin. The employee must provide the same notice for any increase in the District's contribution for which the employee becomes eligible.

Section 5. Required Licenses

Subd. 1. Fees for licenses required by the Employer will be paid for by the Employer.

Subd. 2. The Employer will allow employees to take the required examinations without loss of pay.

Subd. 3. Once the required license is obtained it is the responsibility of the employee to keep the license current. Fees for licenses required by the employer shall be reimbursed to the employee by the employer.

Section 6. Education

Employees are encouraged to take advantage of educational opportunities, which pertain directly to the employee's position. To be eligible for reimbursement, the employee must request pre-approval of the course work by the Buildings and Grounds Supervisor prior to enrollment. Upon successful completion of the class, the employee may submit evidence of successful completion along with a request for reimbursement for tuition and books.

ARTICLE XI: BASIC LEAVE

Section 1. Basic Leave Allowance and Uses

Subd. 1. Employees who have completed their probationary period and are regularly scheduled to work at least fourteen (14) hours per week shall be entitled to accrue basic leave as follows: Employees regularly scheduled to work forty (40) hours per week shall accrue 8 hours of basic leave per month of active employment. Employees who are regularly scheduled to work at least fourteen (14) hours per week but less than forty (40) hours per week shall accrue basic leave equal to the average number of hours worked per day for each month of active employment.

As a supplement to the monthly allocation, employees regularly scheduled to work forty (40) hours per week shall accrue eight (8) additional hours of basic leave per year. Employees who are regularly scheduled to work at least fourteen (14) hours per week but less than forty (40) per week shall accrue an annual supplemental basic leave equal to the average number of hours worked per day during the year.

Basic leave shall not accrue during unpaid approved leaves unless specifically so provided by the Employer in writing. Basic leave shall accrue monthly as it is earned, and shall be termed accrued basic leave. However, the supplement to the monthly allocation shall be awarded at the end of each work year on June 30.

Subd. 2 Basic leave may be used as sick leave, personal leave, and death and serious illness leave, described in Sections 2, 3 and 4 of this Article.

Section 2. Sick Leave

Subd. 1. Sick leave with pay shall be allowed by the Employer whenever an employee's absence is due to an illness or physical disability of the employee which prevented employee's attendance at the employee's place of work and the performance of duties on that day or days.

Subd. 2. In the event that illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limitation, elective surgery or pregnancy, the employee shall inform the Employer in writing no later than three (3)

months prior to the contemplated start date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.

Subd. 3. In the event an employee fails to adhere to the requirements of Section 2, Subd. 2 above, the District may at its option deny the use of sick leave to such employee during any absence for which the District did not receive proper notice from the employee.

Subd. 4. Any full time employee who has accrued less than sixty five (65) days of basic leave shall be granted sufficient sick leave days in case of a long term illness to provide a maximum of sixty five (65) consecutive days of sick leave. "Long term" shall be defined as any illness extending for more than fifteen (15) consecutive working days. "Long term" sick leave shall not be available to part time employees. Once an employee has accrued sixty five (65) days of basic leave, the District shall not be required to grant sick leave beyond that which the employee had accrued even if sick leave utilization by the employee subsequently reduces the employee's accrual below sixty five (65) days.

Subd. 5

- a. The Employer may require an employee to furnish a medical certificate from the School Health Officer or from a qualified physician as evidence of illness during an extended absence or as the result of an unusual or abnormal pattern of absences in order to qualify for sick leave pay. In the event a medical certificate is required, the employee will be so advised.
- b. In individual cases, the Employer shall have the right to require that the employee be examined by a physician of the Employer's choice at the Employer's expense. In such cases, the medical conclusion of this doctor as to the beginning and ending of actual illness or physical disability shall be binding on the parties and conclusive as to the commencement and return dates of the employee and the employee's entitlement to sick pay under this Section, unless the employee shall inform the Employer that the physician's statement is unacceptable within three (3) days of receipt of the physician's statement.
- c. In the event the employee has submitted to such an examination, and the employee has properly informed the Employer that the physician's statement is unacceptable to the employee, the employee shall select a physician competent in the field related to the employee's illness or physical disability from a list of three provided by the Employer. The examination shall be at a time and place designated by the Employer. The employee shall be responsible for the physician's expense unless the physician's medical conclusions are essentially different from those of the Employer's physician, in which case the examination shall be at the expense of the Employer. Upon request, a copy of the report of the physician shall be furnished the employee and the medical conclusions of this physician as to the beginning and ending of actual illness or physical disability shall be binding upon the parties and conclusive as to the commencement and return dates and any entitlement to sick pay under this Section.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available from the employee's supervisor.

Subd. 7. No employee shall be permitted to use more than sixty-five (65) days of the employee's total accrued sick leave during any one period of absence.

Subd. 8. Sick leave pay may be allowed beyond an employee's accrual at the sole discretion of the School Board. In the event that the School Board should allow sick leave pay beyond the employee's accrual, any days allowed in excess shall be deducted from the employee's future accrual of sick leave.

Subd. 9. An employee who returns to the District from an absence due to illness or physical disability for which the employee did not receive pay directly from the District shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the beginning of the period of disability. The employee shall not accrue additional experience credit or leave time during the period of absence due to illness or physical disability for which the employee did not receive pay directly from the District.

Subd. 10. Accrued sick leave for each employee shall be computed by the Employer and such information shall be provided by the Employer to each employee annually.

Subd. 11. Accrued sick leave can be used by an employee to compensate for the difference between Workers' Compensation payments to an employee who has received a work related injury.

Section 3. Personal Leave

Subd. 1. Upon request, one (1) day of personal leave per year will be granted at the employer's discretion without salary deduction for obligations of non-recreational nature which cannot be fulfilled on a non-duty day. Except in an emergency, there shall be three (3) days notice to the supervisor of the request for leave under this Section.

A day's salary for a full time, twelve (12) month service shall be eligible for personal affairs leave only during their regularly scheduled work period. In addition, employees who are assigned to less than full time, twelve (12) month service shall have a pro-rata day's pay determined by totaling the hours worked during the previous four (4) weeks to the leave and multiplying by five percent (5%).

Subd. 2. The number of leaves granted under this Section shall be limited to no more than ten percent (10%) of the employees described in Article II.

Subd. 3. Leave pursuant to this Section shall not be used when other sections of this agreement make provision for the absence.

Section 4. Death or Serious Illness Leave

Subd. 1. Leaves of absence without salary deduction will be granted to employees who have completed their probationary period and are regularly scheduled to work at least fourteen (14) hours per week for deaths, funerals, life-threatening surgery or serious illness where life is in peril in the employee's family pursuant to the rules of this Article.

Requests must be made to the employee's supervisor in writing for leave under this provision. Said written request must set forth the basis for the requested leave.

Subd. 2. Up to five (5) days per occurrence will be allowed if the death, funeral, life threatening surgery or serious illness involves the employee's parents, sister, brother, spouse, child, grandchild, or blood relation residing in the same household.

Subd. 3. Up to three (3) days per occurrence will be allowed in the case of the death, funeral, life threatening surgery or serious illness of the employee's spouse's father, mother, sister, brother, grandparent and of the employee's grandparent. .

Subd. 4. Up to one (1) day per occurrence may be allowed in the case of death, funeral, life threatening surgery or serious illness of other relative or close friend.

Subd. 5. A day's salary for a full time, twelve (12) month service employee shall be equal to eight (8) hour straight time pay. Employees who are assigned to less than full time, twelve (12) month service shall be eligible for death, funeral, life threatening surgery or serious illness leave only during their regularly scheduled work period. In addition, employees who are assigned to less than full time, twelve (12) month service shall have a pro rata day's pay determined by totaling and hours worked during the previous four (4) weeks to the leave and multiplying by five (5%).

Subd. 6. Additional leave may be allowed under this Section at the discretion of the Employer, and if so authorized in writing.

Section 5. Sick Leave Incentive

If employees have a minimum sick leave balance of 70 days on June 30, the District will convert up to two sick days per year to floating holidays. The floating days must be used on non-student contact days and shall not be cumulative from year to year. Employees not wishing to convert the sick days to floating holidays, must notify payroll by June 30.

ARTICLE XII: OTHER LEAVES

Section 1. General

Employees absent from duties where benefits are paid from other sources (jury duty, workers' compensation, income protection, etc.) may not receive more than a full day's pay. Employees may elect to receive either the outside source of income and have their District pay adjusted to reflect this income; or pursuant to the provisions of this agreement an employee may elect to receive full pay from the District and endorse the outside income to the school district.

Section 2. Jury Duty Leaves

When an employee serves on jury duty, the employee will be granted the day or days necessary as stipulated by the court, to discharge this civic responsibility without loss of pay. Any compensation the employee receives from the court shall be remitted to the District; however, the employee may retain the expense reimbursement.

Section 3. Leave Due to On-the-Job Injury

- a. Upon the request of an employee who is absent from work as the result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to Workers' Compensation Act by the employee, and the employee's regular rate of pay to the extent of the employee's accrued sick leave as provided in Article XI, Section 2.
- b. A deduction shall be made from the employee's accumulated vacation or sick leave accrual according to the pro-rata portion of days of sick leave or vacation time which is used to supplement Workers' Compensation.
- c. Such payment shall be paid by the school district to the employee only during the period of disability.
- d. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily compensation that exceeds the normal compensation of the employee.
- e. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive full pay pursuant to this policy shall submit the Workers' Compensation check endorsed to the school district.

Section 4. Leaves of Absence Without Pay

An application for a leave of absence under this Section shall be made in writing to the Employer setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the Employer in writing. In considering such leave request, the Employer shall give consideration to the reason for the request, the effect on the system, the availability of a substitute, and other factors which may be deemed relevant by the Employer. The granting or denying of such leave request rests in the discretion of the Employer. All leaves will be limited to two (2) years. Except for a medical leave of absence, employees shall retain, but not accrue, additional seniority.

Section 5. Medical Leaves:

If an employee requests and is granted a medical leave of absence, the employee will have the right to return to the former position for up to two years from the date the medical absence was initiated. A disabled employee shall continue to be eligible for hospitalization/medical, and major medical insurance benefits in accordance with Article IX, Section 1, Subd. 1 and Section 2, Subd. 1 during the duration of the approved medical leave of absence. The employee shall retain an accrued seniority right during a medical leave of absence.

ARTICLE XIII: EMERGENCY SCHOOL CLOSING

In the event it becomes necessary to delay the opening, close early or close completely a school facility due to an emergency, the following shall prevail:

Subd. 1. Opening is delayed to the employees scheduled start time:

- a. Delayed openings will be communicated via the official radio station or in some cases directly to the employee by phone.
- b. An employee whose work schedule is not impacted by the delay will report to work at the normal scheduled time.
- c. Employees should make every effort to get to work as soon possible in order to secure the safe opening of school after the delay. If rescheduling is possible, the employee will work the normal daily hours once the employee reports to work. If rescheduling is not possible, the employee will not be penalized for any lost time.

Subd. 2. A school facility is announced to be closed prior to the employees scheduled start time:

- a. School closing will be communicated via the official radio station or in some cases directly to the employee by phone.
- b. Employees will not be required to report to work when school is closed for emergency weather conditions and all staff are directed not to report.
- c. Employees will be paid for the day at their regular rate of pay unless a make-up day is scheduled which will provide the same annual days of employment. If a make-up day is scheduled which provides the same annual employment days, the employee will not be paid for the day school is closed for students.
- d. Student Only Closing: In the event that schools are closed for students but not staff due to inclement weather or other unforeseeable circumstances, custodial bargaining unit employees will report to work as soon as practical unless are instructed not to report to work. Employees who are unable to report to work may draw personal leave or vacation, if available, or may take the day off without pay.

Subd. 3. A school facility is closed after the employee has reported to work:

- a. The employee may be dismissed after all students have safely departed the school.
- b. The employee shall be paid for all of their scheduled work hours that day even though the employee may not be required to work their entire shift.

Subd. 4. Employees required to report to work or who are retained after a facility is closed and students have safely departed the school:

- a. Nothing specified in Subd. 1, 2, or 3 shall prohibit the employer from requiring an employee to remain at work or to report to work even though other employees are dismissed or are not required to report to work.

- b. Employees shall be entitled to their regular rate of pay in addition to 1 1/2 times their normal rate of pay in lieu of their regular rate of pay for the period they are retained or the period of time they may work when they are required by their employer to report for work.
- c. If employees are retained at work following dismissal of students, the effective time for calculating overtime pay shall be the time the last students in the District are dismissed.

ARTICLE XIV: MILEAGE

The Minnetonka School District will reimburse the employee for authorized travel incurred in their responsibilities, exclusive of travel to and from home, at the rate per mile approved by the Internal Revenue Service. Any change by the IRS in its approved rate per mile shall become effective for mileage incurred commencing the month the new rate is announced.

ARTICLE XV: SENIORITY

Section 1. General

Subd. 1. Seniority will prevail for all positions on a district-wide basis for non-probationary employees. For appointment above Class I, both seniority and competency shall be considered; however, such appointment shall be at the sole discretion of the Employer.

Subd. 2. Employees shall be considered as probationary employees until they have completed six months of employment. During this time they have no seniority privileges and may be transferred, discharged, laid off without recourse to the grievance procedure. Completion of six months of satisfactory employment will establish non-probationary status unless the employee is otherwise notified in writing by the Employer prior to that date. The seniority date of an employee will be listed as the date hired as a full time employee once the employee has established non-probationary status.

Subd. 3. Seniority lists shall be corrected and posted in each building on July 1.

Subd. 4. The Employer is required to furnish a 30-day written notice to any employee that the Employer is required to lay off. A copy of this notice will concurrently be furnished the Union and the Union steward.

Subd. 5. Terminated employees will earn vacation for the year on a pro rata basis.

Subd. 6. An employee holding a position above Class I who voluntarily or involuntarily is reclassified to a lower classified position will be reassigned to the first vacancy in the District for which the employee is qualified. Following initial reassignment, the provisions of Article V, Section 2 above will apply.

Section 2. Layoff

Subd. 1. Employees may be laid off by the employer to meet the needs of the school district.

Subd. 2. Seniority shall prevail in the event of layoff or job elimination in accordance with the following procedure:

- a. The specific position to be discontinued will be identified by the employer.
- b. The person in the discontinued position will be placed on layoff.
- c. Laid off employees shall have the following rights:
 - i. Shall be able to displace a less senior person within the same classification in which the employee has seniority provided the employee is qualified, based on job description.
 - ii. Shall be able to displace a less senior person in any lower classification in which the employee has seniority provided the employee is qualified, based on job description, or able to obtain necessary qualifications within 6 months or as required by state regulations. For example, state mandated waiting periods between licensure levels.

Layoff Chart

Head High School, HVAC Foreman, Grounds Foreman, Carpenter Foreman

Head Middle School, Painter Foreman

Grounds Specialist II, HVAC Specialist II, Maintenance Specialist II

Head Elementary School and MCEC Head Custodian

Grounds Specialist I, HVAC Special I, Maintenance Specialist I

Completion of Developmental Trainee Program

Class II DSC Custodian and Developmental Trainee

Class I Custodian

- iv. May accept the layoff subject to recall to a position of like status and pay. Refusal to accept such position when recalled will result in the forfeiture of all seniority rights.
- v. May accept an open position of lesser status and pay. Refusal to accept such position shall not result in loss of any seniority rights. Employee will retain recall rights to position of like status for remainder of recall period.

- vi. May apply for any open position per Article V, Section 2, but shall not be eligible for a classification higher than formerly held on the layoff chart.
 - vii. Must advise the District of any change of address in order to be notified of job openings. Failure to notify the District will result in forfeiture of all seniority rights.
- d. Job postings will be sent by mail to persons on layoff list.
 - e. No new employee shall be employed by the District to work full time in any classification while qualified employees are laid off.
 - f. Employees on layoff shall retain re employment rights for a period of 24 months from the date of layoff.
 - g. Like status and pay shall mean employment in a similar position and in the same classification from which the employee was laid off.
 - h. In no case shall an employee have right to recall a position of a higher classification than the employee held at the time of layoff.
 - i. The Employer will provide the employee with a form that details the employee's layoff rights under this Section. Within 5 working days, the employee must return the completed form to Human Resources indicating which layoff option the employee is choosing.

ARTICLE XVI: PLAN, RETIREMENT PAYMENT, RETIREMENT INSURANCE

Benefits for employees hired before July 1, 2000, are described in Sections 1, 2 and 3 of this Article. Benefits for employees hired July 1, 2000, and after are described in Section 4 of this Article.

Section 1. PLAN

Subd. 1. Purpose The purpose of the Transition Trust (hereafter called the PLAN) is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District. The PLAN will require participation by the employee coupled with a matching contribution from the District. The objective of the PLAN is to develop a long-term solution to the concept of severance for employees, while preserving a retirement payment plan for employees near retirement.

Subd. 2. District Matching Benefits

YEAR OF SERVICE	BOARD MATCHING CONTRIBUTION	
0-3 years	No District match	
4 - 5 years	\$ 300 Match	
6-10 years	\$ 500 Match	
11-15 years	\$ 700 Match	
16-20 years	\$ 1,000 Match	
21+ years	\$ 1,200 Match	
Life Time Maximum District Contribution		\$16,400

Subd. 3. Eligibility. Employees hired prior to July 1, 2000, will be eligible to participate. Employees working 75 percent or more of a full-time schedule shall receive the full contribution.

a. Benefits Cannot be Accumulated

The District contribution will begin when the employee initiates an eligible investment program at an amount equal to or greater than the benefit schedule set out in Subd. 2, above.

An employee may elect to contribute to the selected program more than the District match. The PLAN only defines the limits of the District's participation in the selected program.

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

The District match for an employee who elected PLAN benefits will not be limited to the cumulative amount stated for a specific bracket (i.e. \$3,450 for 21 + years), but shall be limited to the career maximum of \$16,400. In no case, however, will the annual district match exceed the annual amount for which the employee is eligible based upon years of service.

b. Definition - Years of Service

Years of service shall mean the years of accumulated full-time equivalent service for seniority purposes as of July 1 prior to the school year.

Years of service shall be measured as of July 1 each year for the following year.

Employees with a start date of December 31 or earlier will be given credit for a full year of service for purposes of receiving the District match.

c. Plan Year Begins July 1

The annual year for the Level I district contributions shall be July 1 through June 30. Changes in district matching amounts, based on years of service, shall occur on July 1 of each year.

Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the District will begin matching contributions.

d. District Contribution is Automatic

When an employee has an eligible plan in effect, the District matching shall be automatic unless the employee requests otherwise.

e. Payroll Taxes

The District will pay its matching share of FICA and PERA taxes as provided for by the Minnesota Deferred Compensation Legislation.

f. Plan Must Comply with Federal and State Laws

The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

g. Enrollment Limited to Participating Companies

Tax sheltered annuity purchases will be limited to companies currently having employees enrolled in the program. Additional carriers will be accepted only if they have ten (10) or more of the Employer's employees who desire the program through the specific company requesting to be added, and then, only with written approval of the Employer.

Section 2. Retirement Payment

Subd. 1. Eligibility: Full-time unit members, employed prior to July 1, 2000, who retire under the provisions of the Public Employees Retirement Association (PERA), will be eligible for the benefits provided under this Article. Employees hired on or after July 1, 2000, shall not be eligible for the retirement payment benefit.

Subd. 2. Full-time: The benefits of this Article will apply only to those unit members whose service has been on a full-time basis. For the purpose of defining full-time building service employees, full-time shall be defined as eight hours per day and 2,080 hours per year.

Subd. 3. PERA Retirement: The unit member must submit a written resignation accepted by the School District. The School District will confirm that the retiree is qualified to receive PERA retirement benefits. A unit member who has been proposed for termination or actually terminated by the School Board will not be eligible for the benefits of this Article.

Subd. 4. Retirement Payment: Full time (2080 hours per year employee) shall be entitled to a retirement the following retirement payment:

- a. An employee who has attained age forty-nine (49) will be credited with four (4) days per year for each additional year of service up to a maximum of forty (40).
- b. An employee who has attained the age of forty-nine (49) will be credited with up to six (6) days per year for sick leave that has been granted during the course of that year, but not used by the employee, up to a maximum of sixty-five days. In no case, however, will the sick leave days be paid to the employee

at retirement exceed the actual number of accrued sick leave days as of the date of retirement.

- c. Total credit shall equal 105 days if an employee at the time of retirement has accumulated 200 or more days of unused sick leave.
- d. The retirement payment shall be as follows:
 - a. 3 to 10 years of service 50% of accumulated days times wage;
 - b. 10 to 19 years of service 75% of accumulated days times wage.
 - c. 20 (+) years of service 100% of accumulated days times wage.

Subd. 5. Coordination with Career PLAN: At the time of retirement, an employee who elected participation in the PLAN will be paid the earned retirement payment less the accumulated amount of the District's PLAN matching contribution.

Subd. 6. Daily Rate of Pay: In applying the provisions of Section 2, Subdivision 1 and 2 of this Article, an employee's daily rate of pay will be the employee's basic hourly rate of pay as set forth in the applicable salary schedule attached to this Agreement which is in effect at the time of retirement. Additional compensation for overtime, other extra compensation, and fringe benefits will not be included in the calculation of an employee's daily rate of pay.

Subd. 7. Payment: Retirement pay will be paid by the School District within thirty (30) days of the effective date of retirement or as soon thereafter as is administratively practical. On an annual basis, the School Service Employees Local 284 and the Employer will sign a Memorandum of Understanding that states how much of the payment will be paid via payroll, and how much of the payment will be directed to a District tax sheltered annuity based on a vote conducted by those employees eligible for the payment during that one-year period. If an employee dies before all or a portion of the retirement pay has been disbursed, then the balance due will be paid to a named beneficiary, or lacking same, to the deceased's estate.

Section 3. Retirement Insurance Options

Subd 1 Special Eligibility: A unit member who retires under the provisions of the PERA and who meets the following three criteria will be eligible for the Retirement Insurance Options as provided in this Section:

- a. Employed by the District prior to July 1, 2000.
- b. Membership in the School District's major medical hospitalization group plan for at least three consecutive years immediately preceding the effective date of the retirement;
- c. Fifteen (15) continuous years of employment with the School District; and retires with twenty (20) years of membership in TRA, PERA, and/or the coordinated retirement programs.

Subd. 2. School District Premium Contribution: An employee eligible for Retirement Insurance Options under Section 3, Subdivision 1 of this Article may continue the health insurance in effect at retirement following the date of retirement until eligible for Medicare with the School District's contribution not to exceed \$300 per month toward the cost.

Subd. 3 Notwithstanding any other provisions of this contract, any retiree, or spouse of a retiree covered by a district insurance plan, upon reaching eligibility for Medicare entitlement, shall be obligated to enroll in Medicare Parts A and B. When eligibility for Medicare entitlement is reached, the District's continued commitment shall be limited to the lesser of, a contribution toward the premium of a Medicare Supplemental plan of insurance for the retiree and/or the retiree's spouse, or the contribution of one hundred percent (100%) of the amount in effect for retired employees as stated in Subd. 2, School District Premium Contribution.

Any difference between the cost of the insurance elected by the retiree and the contribution of the District shall be paid by the retiree.

Subd. 4. Employees not eligible under Subd. 1 above and who retire under the provisions of PERA with ten (10) or more years of years of service shall be eligible to continue participation in the school district group medical insurance plan, if permitted by the terms of the policy with the insurance carrier, at the employee's expense until the date eligible for Medicare.

Section 4. PLAN Benefits for Employees Hired On or After July 1, 2000

Subd. 1. Purpose of PLAN: The purpose of the PLAN is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of their employment with the District. The PLAN will require participation by the employee coupled with a matching contribution from the District. The objective of the PLAN is to develop a retirement account for employees to provide resources to supplement retirement benefits and to provide funds for health care costs during retirement.

Subd. 2. Benefit: Employees completing three years of service, beginning with their fourth year of service, shall be eligible for a tax sheltered annuity equal to two percent (2%) of the employee's base salary (i.e., without overtime, shift differentials or other stipends).

Employees completing nine years of service, beginning with their tenth year of service, shall be eligible for a tax sheltered annuity equal to four percent (4%) of the employee's base salary (i.e., without overtime, shift differentials, or other stipends).

Employees working 75 percent or more of a full-time schedule shall be eligible to participate.

Subd. 3. Administration of PLAN

a. Benefits Cannot be Accumulated

The District contribution will begin when the employee initiates an eligible investment program at an amount equal to or greater than the benefit schedule set out in Subd. 2, above.

An employee may elect to contribute to the selected program more than the District match. The PLAN only defines the limits of the District's participation in the selected program.

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

The District match for an employee who elected PLAN benefits shall be limited to the career maximum of \$16,400. In no case will the annual district match exceed the annual amount for which the employee is eligible based upon years of service.

c. Definition - Years of Service

Years of service shall mean the years of accumulated full-time equivalent service for seniority purposes as of July 1 prior to the school year.

Years of service shall be measured as of July 1 each year for the following year.

Employees with a start date of December 31 or earlier will be given credit for a full year of service for purposes of receiving the District match.

d. Plan Year Begins July 1

The annual year for the Level I district contributions shall be July 1 through June 30. Changes in district matching amounts, based on years of service, shall occur on July 1 of each year.

Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the District will begin matching contributions.

e. District Contribution is Automatic

When an employee has an eligible plan in effect, the District matching shall be automatic unless the employee requests otherwise.

f. Payroll Taxes

The District will pay its matching share of FICA and PERA taxes as provided for by the Minnesota Deferred Compensation Legislation.

g. Plan Must Comply with Federal and State Laws

The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

h. Enrollment Limited to Participating Companies

Tax sheltered annuity purchases will be limited to companies currently having employees enrolled in the program.

For new employees hired for employment for the 2018-2019 school year and thereafter, tax sheltered purchases will be limited to the following 8 tax sheltered annuity companies:

American Funds	Great West
Ameriprise	VOYA
AXA Equitable Life	ESI Financial
Common Wealth Annuity	Vanguard

All employees are also eligible to participate in the Stat of Minnesota 457 Deferred Compensation tax-deferred savings plan.

ARTICLE XVII: GRIEVANCE PROCEDURE

Section 1. Grievance Definition

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative

The employee, supervisor, 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 behalf in accordance with State Statute.

Section 3. Definitions and Interpretations

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. 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 in this contract.

Subd. 3. 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. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. 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. An effort shall first

be made to adjust an alleged grievance informally between the employee and the school board's designee.

Section 5. Adjustment of Grievance

The school board and/or designee and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, between the employee and the Supervisor of Buildings and Grounds, the Supervisor of Buildings and Grounds shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I the decision rendered may be appealed to the Superintendent of Schools or Director of Business Services, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. The date and time will be designated. Within ten (10) 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 or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. Denial of Grievance

Failure by the school board or its representative to issue a decision within the time periods provided herein including observance of dates and times of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Arbitration Procedures

In the event that the employee 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 signed by the aggrieved party, 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 request the BMS (Bureau of Mediation Services) to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:
 1. The issues involved
 2. Statement of the facts
 3. Position of the grievant
- b. The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing. If the school board submits information to the arbitrator in advance of the hearing, a copy of such information will be simultaneously submitted to the Union.

Subd. 5. 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 consistent with the original grievance.

Subd. 6. 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 shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA of 1971.

Subd. 7. 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 will be borne by the requesting party. Any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be shared equally.

Subd. 8. Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this contract and the provisions of PELRA of 1971.

SCHEDULE A: SALARIES

	<u>Step</u>	<u>2018-19</u> <u>Rate</u>	<u>2019-20</u> <u>Rate</u>
Class I	Step 1	\$17.36	\$17.91
	Step 2	\$18.09	\$18.64
	Step 3	\$18.82	\$19.37
	Step 4	\$20.19	\$20.74
Class II	Step 1	\$20.53	\$21.08
	Step 2	\$21.01	\$21.56
	Step 3	\$21.79	\$22.34
	Step 4	\$22.97	\$23.52

Class I employees on the 2017-18 Steps 1 and 2 will move to the new Step 1 (formerly Step 3). Employees obtaining a specialist boiler license will advance to the new Step 2 (formerly Step 3).

For the 2018-20 contract, all other employees will remain at their current step (but will receive the adjusted wage rate for the contract year).

<u>Longevity Pay</u>	<u>2018-2020</u>
Beginning 5th Consecutive Year	\$0.70
Beginning 8th Consecutive Year	\$0.90
Beginning 15 th Consecutive Year	\$1.10

Head Custodian and Specialist Rates of Pay

Hourly rate will be based upon appropriate Class II step multiplied by the factor as indicated below.

<u>Position</u>	<u>Factor</u>
Upon completion of Developmental Trainee Program.....	2%*

* The employee must apply and compete for job postings for which the Developmental Trainee program is designed. If the employee does not apply the employee will no longer receive the additional 2% factor.

Grounds Specialist I, HVAC Specialist I, Maintenance Specialist I 7.5%

Head Elementary School..... 8.7%

Grounds Specialist II, HVAC Specialist II, Maintenance Specialist II 9.5%**

** It is expected that employees in the Specialist II category shall have the experience in the skill area they represent to execute their skill without supervision.

Head Middle School, Painter Foreman..... 11.5%

Head High School, HVAC Foreman, Grounds Foreman, Carpenter Foreman 14%

SHIFT DIFFERENTIAL – Add the following amounts to the regular rate of pay.

Second Shift:

Starts work after 3:00 p.m. or ends shift after 8:00 p.m. \$0.45

Third Shift:

Ends shift after 12:00 midnight or begins work before 4:30 a.m. \$0.65

Saturday/Sunday Day Shift: \$0.52

Saturday/Sunday Second and Third Shift: \$1.00

A maximum of one of the above differentials whichever is the highest will be paid for a shift.

OTHER DIFFERENTIALS:

Holiday Double regular rate of pay.

Night Lead (or Elementary) \$0.50

ASBESTOS DIFFERENTIAL:

Employees certified and working on a Buildings and Grounds Department asbestos abatement work order will receive a 10% differential for the time related to that specific work order.

Signed this 2nd day of August, 2018.

For School Service Employees
Local #284

Scott Hill
Negotiating Committee Member

Joe J. Cahoon
Negotiating Committee Member

Mark Mann
Negotiating Committee Member

Shelly Johnson
Union Representative

For Minnetonka Public Schools
Ind. School District #276

Lisa Wagner
Chairperson

Jim Sun
Clerk

[Signature]
Board Negotiator

Paul Bruyeri
Board Negotiator

Robyn Winkler
Board Negotiator

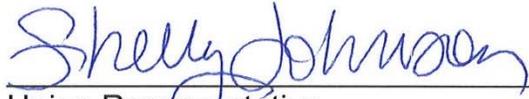
F. Rusk
Board Negotiator

MEMORANDUM OF UNDERSTANDING: COMP TIME

Employees may request the use of comp time in lieu of overtime. Employer approval for comp time off shall be the same as that required for all other time off. Compensatory time may be accrued to a maximum balance of eighty (80) hours. Comp time will be tracked in the payroll/benefits department and must be used within 120 work days. If the comp time is not used within the 120 days, it will be paid out in the next available payroll.

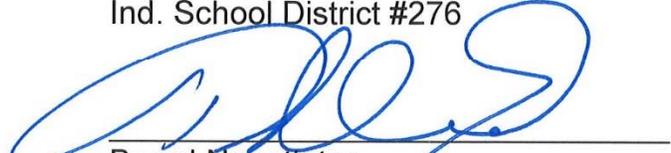
Signed this 31st day of October, 2018.

For School Service Employees
Local #284



Union Representative

For Minnetonka Public Schools
Ind. School District #276



Board Negotiator