

Agreement between

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 284

CUSTODIANS

Representing Laundry Workers, Grounds, Custodians and Maintenance



and INDEPENDENT SCHOOL DISTRICT #15

Approved by the School Board on
Effective through June 30, 2021

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ARTICLE I

PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Independent School District 15, St. Francis, Minnesota (hereinafter referred to as the District) and Service Employees International Union Local 284, SEIU, hereinafter referred to as the Exclusive Representative or the union) pursuant to and in compliance with the Public Employment Labor Relations Act 1971 as amended (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for custodial, maintenance and laundry employees during the duration of this agreement. The parties hereto shall have such rights, duties and obligations as provided by the PELRA and this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1. Recognition: In accordance with the PELRA of 1971, the School Board recognizes Service Employees International Union Local 284, SEIU, as the Exclusive Representative for custodial, maintenance, and laundry employees employed by the School Board of Independent School District No. 15, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Exclusive Right: Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

ARTICLE III

DEFINITIONS

Section 1. Description of Appropriate Unit: For purposes of this Agreement, the term custodial, grounds worker, maintenance, and laundry employees shall mean all persons in the appropriate unit employed by the School Board excluding those employees excluded by PELRA definitions.

Section 2. School Board: Any reference to School Board or School District in this Agreement shall mean the School Board or its designated officials.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The parties recognize 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 and direction and number of personnel, unless otherwise covered by the terms of this Agreement.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: All employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, and regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: All management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V

EMPLOYEE AND UNION RIGHTS

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation or 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. 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 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 Exclusive Representative, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues as specified by the Union.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

Section 4. Information: The parties agree that the Exclusive Representative shall have access to appropriate and available information necessary for the Union to exercise its responsibilities as Exclusive Representative.

It is in the interest of the employer and the Union that all newly hired employees are informed of their rights, obligations and the benefits of their employment with the District. Accordingly the District shall inform the Union Representative and steward(s) of all new hires immediately upon hire, and the union representative or steward shall be afforded an opportunity to meet the new employee.

Section 5. Notice to Union: The employer shall inform the Union office of names, addresses, work hours, work location, position, classification, wage schedule placement, and date of employment of new employees, as well as an employee whose service to the School District is changed in reference to the number of hours worked or number of days worked.

Section 6. Union Time: Pursuant to M.S. 179A.07, Subd. 6, time off without pay shall be afforded to elected officials and appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Union. Every effort shall be made by both parties to schedule negotiations, hearings, mediation, and/or arbitration at times other than those conflicting with the work schedule.

Section 7: Union Representative Time: An appointed or elected representative to a position of leadership in SEIU Local 284 shall be allowed up to five unpaid days, per year away from their workplace, in order to represent the membership of their bargaining unit and their district. This representation furthers the improvement of Labor/Management relations between the Union and the School District and promotes constructive relationships between all public employers and their employees.

ARTICLE VI

HOURS OF SERVICE

Section 1. Full-Time Employees: The work week of full-time custodians shall consist of five (5) days, Sunday through Saturday, forty (40) hours per week (exclusive of lunch periods). However, in the event of an energy shortage or other emergency, the School District may modify the duty day or duty week as appropriate, but with the understanding that the total number of hours shall not be increased, e.g., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week. The District may designate a Tuesday-Saturday workweek for employees hired after July 1, 1984, and hours shall be the same for four (4) days and the eight- (8) hour Saturday to fluctuate as needed.

Section 2. Part-Time Employees: The School District reserves the right to employ such part-time personnel as deemed necessary and desirable, consistent with this Agreement.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District. Current employees will be notified no less than two (2) weeks in advance regarding a change in shift and/or starting time. The grounds workers and the custodial/grounds workers positions will be an exception and those employees will be assigned on an as needed basis.

Section 4. Break Periods: Employees shall be provided a duty-free lunch period of at least thirty (30) minutes, and two (2) fifteen (15) minute breaks during each eight (8) hour shift. Head Building Custodians shall be provided a paid lunch period of thirty (30) minutes as part of the eight (8) hour shift during the school year only.

Section 5. Overtime: All work over forty (40) hours per week shall be paid at the overtime rate of time and one-half (1½) of the employee's regular rate. Such forty (40) hour week shall commence at 12:01 a.m. on Sunday morning and overtime shall begin after forty (40) hours have been fulfilled. All overtime work must be approved in advance by the Department Supervisor and must be approved for a specified period of time or job before extra duty begins. A paid holiday, vacation and floating holiday shall be the only non-work day with compensation considered for purposes of compiling overtime compensation.

Subd. 1. Overtime Assignment: Building overtime will be offered based on seniority and qualifications at the building level. Once overtime has been awarded and as long as the opportunity was posted for at least twenty four (24) hours, the assignment is final when within five (5) days of the assignment. In the event no one accepts the overtime assignment at the building level, it will be offered based on seniority and qualifications at the district level. Overtime assignments that are not filled will be assigned to the least senior custodian in the building providing overtime. Maintenance employees and Grounds employees work will be offered/assigned in the same manner for those employee units.

In lieu of overtime compensation employees may choose at their discretion, compensatory time off at a rate of one and one-half (1½) hours for each hour of employment for which overtime compensation is required pursuant to the Federal Fair Labor Standards Act. Compensatory time can accumulate up to and including twenty-four (24) hours and may be used in excess of eight (8) hour blocks of time. Maintenance and grounds employees may take compensatory time off when school is, or is not in session; custodians and laundry personnel may only take compensatory time off on non-student days.

Requests for compensatory time off must be made at least one week in advance and compensatory time not used by June 30 of the current school year will be paid out at the overtime rate. Requests within a one-week period of time may be granted at the discretion of the maintenance supervisor for unusual circumstances.

Section 6. Emergency Closings: Custodians are required to work when school is not in session due to emergency closing. Alternate hours, if required, will be arranged by the Maintenance Supervisor. In any event, lost hours must either be made up or an employee shall use available vacation, compensatory time or floating holiday.

Section 7. Building Checks, Snow Removal, Emergency Call Back and Boiler Checks: Employees assigned to provide building checks, snow removal, emergency call back and boiler checks on weekends and holidays shall be compensated at a rate of time and one-half (1½). The minimum time will be 2.0 hours. In addition, the rate shall be two (2) times the employee's rate of pay if called back on any of the District designated paid holidays. Employees required to perform boiler checks must have a minimum of a Special Engineer license.

Section 8. Building Coverage: Custodial coverage of a two (2) hour minimum will be required for any non-school sponsored weekend, or non-student day athletic practice. Any scheduled two (2) day event will require custodial coverage of a three (3) hour maximum for the first day, and a two (2) hour minimum for the second day.

ARTICLE VII

BASIC COMPENSATION

Section 1. Rates of Pay: The wages and salaries reflected below shall be part of this Agreement for the period covered by this Agreement.

Subd. 1. Classification: Employees will be assigned to a particular job classification, i.e., custodian, maintenance, etc., upon initial employment consistent with the job function provided. The job classification assignment will be made independent of particular qualifications of the employee beyond those required to perform designated duties.

Subd. 2. Withholding of Increment: The District reserves the right to withhold annual increments for employees for neglect of duty, persistent violations of school laws, rules, regulations, or directives, inefficiency and other good and sufficient grounds which impair the employee's proper functioning in his/her position. In the event that an annual increment will be withheld, the employee will be so notified in writing of the deficiency.

Subd. 3. Salary Adjustments: New employees who begin work after January 1 will not receive a salary adjustment until the beginning of the second fiscal after the year of initial employment.

Subd. 4. Multi-Classification Assignments: In the event that a school service worker position includes assignment in more than one salary class, the compensation will be determined on a pro-rata basis relative to the time assigned to each class. The assignment will be by "Letter of Assignment" for an ongoing position.

Subd. 5. Temporary Assignment: In the absence of a designated Head Custodian or Night Lead Custodian from work, the Maintenance Supervisor shall name another employee to replace the absent worker if necessary. The rate of pay shall be determined from the applicable schedule for the temporary position (Head or Night Lead Custodian) and placement at the temporary employee's same step on that schedule. This rate of pay is effective on the first day of coverage.

Subd. 6. Credit for Prior Work Experience: Employees entering the District who have had applicable working experience in other school systems or in comparable fields of endeavor may be placed on the salary schedule at a step as agreed by the employee and the District. Current employees moving to another position may negotiate step placement not to be less than current assignments.

Section 2. Basic Pay for School Service Employees: The rates of pay are reflected in Appendix A of the salary schedule.

*Note: The part-time custodian will not be assigned more than 35 hours per week.

Section 3. Differential:

Subd. 1. Day Lead Stipend. Beginning on July 1, 2014 the following stipends will be paid:

1. Day Leads supervising buildings with square footage of 100,000-200,000 square feet will receive \$75.00 per month.
2. Day Leads supervising buildings with square footage of more than 200,000 square feet will receive \$100.00 per month.

Subd. 2. Night Shift Members of the Custodian group assigned to a regular work schedule which begins after 10:00 P.M. and before 2:00 a.m. shall receive fifty (50) cents per hour in addition to the applicable hourly salary. Employees whose regular work schedule begins after 1:30 p.m. but before 10:00 p.m. will receive an annual payment of \$200 which will be calculated as part of their hourly rate of pay on each paycheck. Effective July 1, 2018, the annual payment shall increase to \$500.00. The differential shall also apply to regular employees assigned on a temporary basis.

Subd. 3. Pesticide Applicator License: Employees assigned as a pesticide applicator will receive a \$200 differential per year. Payment will be in the form of a lump sum payable on the second pay period in June of the current school year.

Subd. 4. EPA Refrigerant Recovery Certification: Employees assigned to maintain EPA Refrigerant Recovery Certification will receive a \$200 differential per year.

Subd. 5. Class A Driver's License: Employees required to maintain a Class A Driver's License receive a \$250 differential per year. Payment will be in the form of a lump sum payable on the second pay period in June of a current school year.

Subd. 6. Payment: Payment will be in the form of a lump sum payable on the second pay period in June of a current school year. In the event an employee retires or resigns before the end of a school year; the employee will receive a pro-rated amount payable on the last paycheck from the District.

Subd. 7. Training: Training required by the District or the employee's supervisor will be reimbursed or paid for by the District.

Subd. 8. D-Water Treatment License: Employees assigned to monitor the D-Water treatment will receive a \$150 differential per year. Payment will be in the form of a lump sum payable on the second pay period in June of the current school year.

Subd. 9. Maintenance Stipend: Effective July 1, 2018, employees assigned to a maintenance position shall receive an additional \$125 per month.

Section 4. Pay Days: Annual salary shall be paid in a minimum of twenty four (24) installments. In the event that a payday should fall on Saturday, Sunday or other non-duty day, the School District shall make payment on the preceding work day. Employees who are placed on summer seasonal layoff may request payment of the July and August salary installments by making application to the Human Resources Office no later than June 15th. Payment shall be made no later than July 20th.

ARTICLE VIII

GROUP INSURANCE

Section 1. Group Insurance Benefits:

Subd. 1. Eligibility: Employees are eligible for insurance benefits when they are scheduled a minimum of at least 1020 hours per year (excluding noon lunch periods). Employees providing less than 1020 hours of actual work per year are not eligible to be enrolled in any of the following described plans, even if they are willing to personally pay 100% of said premiums.

Subd. 2. Coverage for New or Newly Eligible Employees: New or Newly eligible employees will be eligible to belong to the School District's group insurance program (medical, hospital, life and disability insurance programs) on the first of the month following the first day of employment. Effective date of coverage is the first day of the next month following the date of eligibility, also subject to conditions set by applicable insurance companies.

Subd. 3. Claims Against the School District: The parties agree that any description of insurance benefits contained in this regulation is 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 Article VIII. 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 an insurance carrier.

Subd. 4. Duration of Insurance Contribution by School District: An employee is eligible for Board contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease effective on the last working day.

Subd. 5. Selection of Carrier: The selection of the insurance carrier(s) insurance company(s) and policies for the following group insurance plans shall be made by the School Board, subject to the coverage requirements of this Article.

Section 2. Medical-Hospitalization Insurance:

Subd. 1. Single Coverage: The School District shall contribute \$385 per month toward the cost of the premium for the medical-hospitalization plan for individual coverage for all full-time employees who are enrolled in said plan. The School District shall contribute 75% of the monthly contribution stipulated for single coverage for all employees scheduled to work thirty (30) hours or more, but less than forty (40) hours per week and otherwise qualify for single coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by the employee through payroll deduction.

Subd. 2. Family Coverage: The School District shall contribute \$741 per month toward the cost of the premium for the medical-hospitalization plan for family coverage for all full-time employees who are scheduled to work forty (40) hours per week and who qualify for family coverage, and who elect said coverage. The School District shall contribute 75% of the monthly contribution stipulated for family coverage for all employees scheduled to work thirty (30) hours or more but less than forty (40) hours per week and otherwise qualify for family coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by the employee through payroll deduction.

Subd. 3. In the event the School District employs a employee and spouse, the employee and spouse may both be allowed to carry single coverage, if permitted by the terms of the insurance policy, in which case the School District will then pay the sums as provided in Section 2, Subd. 1 hereof, or the School District will contribute a sum not to exceed the single rate for one spouse and the family rate for the other spouse but in any event, the combination thereof shall not exceed the total cost of the premium. The cost of the

premium not contributed by the School District shall be borne by the employee and paid by payroll deduction

Subd. 4. Long-Term Disability Insurance: The School District shall provide a long-term disability insurance program and shall pay 100% of the premium of said plan for all full-time employees. The maximum benefit shall be \$1,500 per month or 66 2/3% of annual salary whichever is less. Effective July 1, 2010, the employee must participate and will pay the entire premium through payroll deduction.

Subd. 5. Term Life Insurance: The District shall pay the premium for a \$50,000 term life insurance policy with an AD&D life insurance policy for employees assigned at least thirty (30) hours per week and 170 days per year. In addition, the employee shall be entitled to an option to purchase an additional \$40,000 at his/her own expense and/or \$15,000 term life coverage on his/her spouse and dependents. In the event of total disability, it shall be the responsibility of the employee to request a waiver of premium within twelve (12) months of the qualifying event. The change in Life Insurance shall be effective the 1st month following contract approval by the Board.

Sub. 6. Excesses: The cost of the premiums not contributed by the School District shall be borne by the employee and paid through payroll deduction. If premiums are less than the School District contribution, the School District shall not pay the difference to employee.

Sub. 7. Workers' Compensation: For the employee who is absent from work as a result of a compensable injury:

1. Up to three days (including the day of the injury if employee leaves work). Employee may use their sick leave to receive pay in full. A doctor note will be required for time off and any duty related restrictions.
2. From day four forward, worker compensation benefits for wage loss may commence if compensable and as provided by Minnesota workers' compensation law from our worker compensation carrier.
3. After the employee returns to work from a work injury status, employee may have the choice to use their sick leave for doctor appointments related to the injury or may elect to receive worker compensation benefits for medical time lost.

Section 3. Dental Insurance: The District will contribute \$20.41 for the duration of the work agreement to the cost of the single dental premium whether for single, single +1 or family coverage for eligible personnel. The cost of the premium not contributed by the School District shall be borne by the employee and paid by the employee through payroll deduction.

ARTICLE IX

VACATIONS AND HOLIDAYS

Section 1. Vacations: Paid vacations will be given to all twelve (12) month, forty (40) hours per week employees as per the following schedule. Said schedule is effective for vacations earned during the duration of this Agreement. Employees employed twelve (12) months but less than forty (40) hours per week, but at least twenty (20) hours per week, shall receive vacation on a pro rata basis.

Subd. 1. Vacations may be taken throughout the 12-month calendar year but must be approved in advance by the Maintenance/Grounds Supervisor. No more than one employee per building and no more than three (3) employees per District may be on vacation at any one time when subs are needed; this excludes maintenance and grounds employees.

When school is not in session there will be no limit as to how many employees may be on vacation at any one time provided that such requests are approved by the Maintenance/Grounds Supervisor. Employees may take vacation in less than eight (8) hour blocks pending approval and availability of coverage.

Maintenance/Grounds Supervisors will not normally approve vacations the two weeks prior to the start of school. The Friday of Labor Day is excluded from this restriction. The Maintenance/Grounds Supervisors, in their discretion, may consider granting vacations beyond these provisions.

Subd. 2. Employees who submit their vacation request by May 1 of the current year for vacation to be taken in the next fiscal year shall be assured of their choice based on seniority and subject to the conditions set forth in Article IX, Section 1, Subd. 1.

After May 1 employees must give five days advance notice for vacation requests and paid vacation will be assured on a first-come, first-served basis subject to Article IX, Section 1, Subd. 1.

Subd. 3. Eligible employees shall earn paid vacation days according to the following schedules. Vacations may be taken throughout the twelve (12) month calendar year but must be approved in advance by the Maintenance/Ground supervisors. In addition, a maximum of ten (10) days per year may be carried into the following fiscal year.

Subd. 4. Employees who leave the employment of the School District shall receive compensation for the unused earned vacation.

Subd. 5. Schedules:

Subd. 5. (a). The following Vacation Schedules are for current employees employed 12 months per year:

AFTER YEARS OF EMPLOYMENT	NBR OF DAYS PER YEAR PAID VACATION
1	10
2	11
3	12
4	13
5	14
6	15
7	16
8	18
10	19
11	20

15 years and thereafter	21
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Subd. 6 (a). Employees who are employed less than 12 months per year, but more than 1480 hours per year shall receive the following vacations:

AFTER YEARS OF EMPLOYMENT	NBR OF DAYS PER YEAR PAID VACATION
1	5
3	6
5	7
7	8
9	9
10 years and thereafter	10

Section 2. Holidays - Twelve Month Employees: Each year the School Board shall designate ten (10) days as paid holidays for twelve month employees. Holidays for employees with a schedule that is not Monday-Friday shall be determined by the School District if agreed upon by consensus with the employee affected.

Section 3. Holidays - Less than Twelve (12) Month Employees: Employees working less than 12 months will be paid for holidays that fall during their designated work year.

Section 4. School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday, which falls within an employee’s vacation period, shall not be counted as a vacation day.

Section 5. Application: In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless s/he is on excused illness, leave, or on vacation under these provisions.

Section 6. Floating Holiday: Two (2) days of paid floating holiday will be available to each full-time employee each year. One (1) day of paid floating holiday will be available to each employee working less than full time during each year of employment.

Subd. 1.

a.) Floating holidays may be taken throughout the 12-month calendar year but must be approved in advance by the Maintenance or Grounds Supervisor. Approval is contingent upon an available substitute employee. Requests for a floating holiday must be received by the supervisor at least three (3) work days prior to the anticipated absence except in cases of emergency. The Maintenance or Grounds Supervisor, in their discretion, may consider granting floating holidays beyond these provisions.

b.) On student days no more than one (1) employee per building may be on

floating holiday at any one time. The two weeks prior to the start of school will be considered student contact days. The Friday of Labor Day is excluded from this restriction.

c.) When school is not in session, there will be no limit as to how many employees may be on a floating holiday at any one time.

Subd. 2. Floating holidays may be taken on an hourly basis, similar to sick leave. It is not necessary to use an entire eight (8) hour block if a shorter time can be used. All floating holidays used must be pre-approved by the Maintenance Supervisor.

Subd. 3. Floating Holiday: Two additional floating holidays shall be provided to employees after five (5) years of continuous service in the bargaining unit.

Subd. 4. Unused floating holidays may be accumulated to a maximum of five (5) days.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees shall earn sick leave with pay at the rate of fifteen (15) days per year. All employees shall be credited with their full year of sick leave on July 1 of each year. New employees hired after July 1 shall be credited for the pro-rational amount, credited for one and a quarter (1-1/4) days earned per month.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 200 days.

Subd. 3. Absences in excess of the number of accumulated sick leave days shall result in salary deductions in proportion to the number of said absent days.

Subd. 4. Sick leave pay shall be allowed whenever an employee's absence is found to have been due to illness or injury which prevented his/her attendance at work and performance of duties on that day(s) or to attend to a dependent child who is ill.

Subd. 5. Sick leave pay shall be allowed with submission of the appropriate request process.

Subd. 6. Employees may be required to furnish a medical certificate from a qualified physician for the purpose of verifying that s/he was actually ill or injured or a dependent child was ill in order to qualify for paid sick leave.

Section 2. Bereavement Leave:

Subd. 1: An employee shall be granted up to five days bereavement leave, the days to be deducted from sick leave, for deaths the employee chooses to attend, or facilitate the grieving process.

Subd. 2: The District may elect to grant additional days in consultation with the employee and employee's supervisor

Section 3. Leave

Intent: The District shall adhere to the Family Medical Leave Act (FMLA) and Minnesota State

Parental Leave Act (SPLA) for instances of leave including: family/dependent illness, personal illness, child care leave, adoption, pregnancy, military leave, jury duty, and any other leave and provisions covered under FMLA and SPLA. Any paid leave will run concurrent to FMLA or SPLA leave. The District will not restrict the use of accrued sick leave, vacation, and floating holidays while connected to a FMLA or SPLA certification.

Subd. 1: Family/Dependent Leave: Employees that request time off to attend to a family member or dependent may do so for up to three (3) days (deducted from sick leave). The District may require FMLA certification for leaves over three (3) consecutive days. The employee may exhaust sick leave, floating holidays, and vacation under this section. Unpaid leave may be elected after sick leave is exhausted. Periodic FMLA certification may be requested by the District.

Section 4. Eligibility. To be eligible for the benefits of this Article, the employee must be anticipated to be regularly employed at least twenty (20) hours per week and 170 days per year.

Section 5: Leave Restriction: In approving a child care leave of absence, the School District shall not be required to grant any leave of more than twelve (12) months' duration or shall not be required to permit the employee to return to employment prior to the date designated in the approved child care leave.

Section 6. Insurance Application: An employee on unpaid leave under the provisions of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but, unless otherwise provided in this Agreement, shall pay the entire premium for such programs as s/he wishes to retain, commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the District Business Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment except as provided by Law.

Section 7. Reinstatement from Leaves: An employee returning from leave of one (1) year or less shall be reinstated to the position from which he/she took leave, provided the position was not eliminated. If the employee returns from a leave of more than one (1) year, the employee shall be reinstated to a position of like status and pay or placed on layoff (see Article XI) if none exists.

Section 8. Sick Leave Buy-Back: Employees who have accrued 360 hours of sick leave and who have used less than 6 days during a fiscal year may at the end of that fiscal year sell back up to 12 unused sick leave days. Sick leave used for bereavement leave will not count as part of the six (6) days of use during a fiscal leave. Half of the unused sick days will be paid according to the language in Subd. 1 and the other half will be paid according to the language in Subd. 2 of this Section:

Subd. 1. In return for those days the individual employee will receive 50% of their daily rate paid into an the District approved 403b or a direct payment from July 1 through July 20 of the following school year;

Subd. 2. In return for those days the individual employee will receive 50% of the employee's daily rate paid into the employee's Health Care Saving Plan (HCSP) account. Sick leave days used for deferred compensation as described in Article XV, Section 5 will not be counted against this incentive.

Subd. 3. Sick leave used for bereavement leave will not be counted as the six (6) days.

ARTICLE XI

JOB POSTING AND SENIORITY

Section 1. Job Posting: Notification of all openings for custodial, grounds worker, maintenance or laundry workers shall be posted on the District web site. Such postings shall be made for a minimum of five (5) days. All available positions must be posted within 60 days of opening.

Section 2. Seniority Rights: The School District recognizes that the purpose of seniority is to provide a declared policy as to the order of lay off and recall of employees, vacation selections, shift assignments, and building assignments. Employees with the least continuous service in the bargaining unit shall be laid off first within the area of reduction. For example, if there is a reduction in maintenance, the employee within maintenance that has the least amount of seniority in the bargaining unit will be laid off first. If any opening subsequently occurs, the laid-off employee with the most continuous service and with qualifications for the positions shall be the first recalled.

The obligation to recall an employee who has been laid off shall expire at the end of one (1) year from the date of lay off. If a former employee elects not to return to work when recalled, or fails to respond to the letter of recall within ten (10) days of the date of recall, that former employee shall have no claim to be recalled to work for the District.

Laid off employees shall have the following rights and responsibilities:

- a) Shall be able to displace the least senior person within the same classification in which the employee has seniority provided the employee is qualified.
- b) Shall be able to displace the least senior person in lower classification in which the employee has seniority provided the employee is qualified.
- c) 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.
- d) May accept an open position of lesser status and pay. Refusal to accept such position shall not result in loss of any seniority rights. An employee's recall rights shall expire at the end of one (1) year from the date of lay off. Rights to recall are terminated if the employee fails to provide contact information including current address and telephone number during lay-off.
- e) Staff on the lay-off recall list is eligible to fill temporary positions without loss of lay-off recall status.
- f) Staff on the lay-off recall list are eligible to fill temporary positions without loss of lay-off recall status.

For the purposes of this section, the classifications rank is as follows:

- A. Head Custodian
- B. Maintenance
- C. Night Lead
- D. Grounds, Grounds/Custodian, Custodians, Custodian/Laundry

Section 3. Filling of Positions: Positions shall be filled on a basis of; 1). Qualifications, 2). Work Record, and 3). Seniority. All appropriately licensed internal applicants will be

interviewed. All applicants are responsible for providing the District with licensing and certification documentation. The District may select from qualified internal or external applicants.

Subd. 1 Entry Level Selection: Entry level positions include Laundry Worker, Part-Time Custodian, Custodian, and Grounds keeper.

Subd. 2. Non-Entry Level: Non-entry level positions include Maintenance, Night Lead Custodian, and Head Building Custodian.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in Article XIII and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in the bargaining unit. If more than one employee commences work on the same date, lot shall determine seniority ranking for such employees. A District-Wide seniority list will be provided for the exclusive representative no later than November 1 of each year.

Section 5. Notice to Union-Position Descriptions: The district shall, via first class mail, notify the Union office of any changes in custodian/maintenance position descriptions within five (5) working days of the approved change.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. Definitions: A grievance shall mean a written complaint by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of this Agreement.

Section 2. Representative: The employee, administration, or the School District 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. Definitions and Interpretation:

Subd. 1. Extensions: 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.

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.

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

Subd. 5. By-Passing Level I: Upon mutual agreement of the parties, a grievance may be initiated and considered at a higher level.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Maintenance Supervisor, setting forth the facts and

the specified provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred, or fifteen (15) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such periods 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 District's designee.

Section 5. Adjustments of Grievances: The School District 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, the Maintenance Supervisor shall give a written decision on the grievance to the parties involved within seven (7) 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, provided such appeal is made in writing within seven (7) days after receipt of the decisions in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall meet regarding the grievance within seven (7) days after receipt of the appeal. Within seven (7) 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 seven (7) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within fifteen (15) 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 School Board may be designated by the School 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 within the timeliness as provided herein.

Section 6. Mediation Level: Upon request of the Union, the School District agrees to participate in a meeting set by the Bureau of Mediation Services to consider any grievance not resolved in Subd. 3, Level III hereof, provided the Union makes such request within ten (10) days after receipt of the School District's decision in Subd. 3, Level III hereof. If the grievance is considered at this mediation level and is unresolved, the matter may be appealed to arbitration pursuant to Section 8 hereof, provided such notice is filed within ten (10) days after the mediation meeting as provided in this section. Nothing in this section shall preclude the Union from bypassing this mediation level and appealing directly to arbitration from the Subd. 3, Level III, decision by the School District.

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

Section 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Intent: An intent to submit a grievance to arbitration must be in writing signed

by the aggrieved party, and such notice must be filed in the Office of the Superintendent within ten (10) days following the decision in the Level III of the grievance procedure, or within ten (10) days following the mediation meeting as provided in Section 6 hereof if the Union elects to consider the matter at the mediation level.

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 of this Agreement.

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 notice to arbitrate, attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, either party may request the State Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4 provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after request of said request. The failure to request such an arbitrator from the State Bureau of Mediation Services (BMS) within the time periods provided herein shall constitute a waiver of 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 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 hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) calendar 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 PELRA.

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 the fees and expenses of the arbitrator and any other expense, which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

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.

Section 9. Form: The Union shall provide a form, which must be used, for filing of a grievance.

Section 10. Election of Remedies and Waiver: 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 his/her 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 this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII

PROBATION, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: Any employee under the provisions of this Agreement shall serve a probationary period of six (6) calendar months of continuous service in the probationary period during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. 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 provision of the contract alleged to have been violated. Union dues and fair share fee assessments are effective during this period.

Section 2. Change of Classification: An employee promoted to a position involving a higher pay rate shall serve an initial ninety (90) calendar day working probation in that classification. During this probationary period the School District may revert the employee to the previous position. The employee may revert to the position previously held if the position is not filled or within ninety (90) calendar days whichever is the lesser.

Section 3. Discipline and Discharge:

Subd. 1. The School District shall have the right to discipline employees who have completed the probationary period only for just cause.

Subd. 2. Disciplinary actions by the School District shall include the following four steps as warranted: 1) oral reprimand; 2) written reprimand; 3) suspension without pay; 4) discharge.

Subd. 3. Employees who are to be discharged or suspended shall be notified in writing of such action together with a statement of the reason(s) for discharge or suspension, a copy of which shall be sent to the Union.

Section 4. Grievance Procedure: A written reprimand, suspension, or discharge of an employee who has completed the probationary period may be processed through the procedures of grievance, Article XII.

ARTICLE XIV

SEVERANCE AND RETIREMENT

Section 1. Severance Pay:

Subd. 1. Eligibility: Full-time employees retiring under PERA, and who have completed

fifteen (15) years of service in the District, shall be eligible for the benefits of this Article.

Subd. 2. Severance: Eligible employees retiring pursuant to this Article shall receive as severance pay compensation representing fifty percent (50%) of their unused accumulated sick leave pay earned and accumulated and unused pursuant to Article X of this Agreement. The employee group will collectively elect each contract period to deposit the payment into a District approved Special Pay Deferral Plan or 403(b) account designated by the employee no later than November 15 following retirement or into the employee's Health Care Savings Plan (HCSP) account no later than November 15 following retirement.

Section 2. Fringe Benefits: Eligible employees retiring pursuant to this Article shall be allowed to continue participation in the group hospitalization insurance plan by paying the full monthly regular premium in advance to the School District until the employee is eligible for Medicare. Such participation is subject to insurance carrier approval.

Section 3. Substitutes: Employees, who return to work as a substitute employee in the District, shall receive \$100.00 per day paid to the employee's Health Care Savings Plan (HCSP). Under this provision, employees maintain insurance through the District until eligible for Medicare. The balance of the insurance premium, if any will be paid by the employee.

Section 4. Substitutes: Retired employees on the substitute list shall be called first before the District calls non-former employees.

Section 5. Exclusion: This Article shall not apply to an employee who is discharged for cause.

Section 6. Health Care Savings Plan (HCSP): An employee hired after July 1, 2020 is not eligible for this section. An employee who retires under the terms of this Agreement, and who has completed fifteen (15) years of service in the District and reached the age of 55, shall receive a one-time payment of \$2,500 to the employee's HCSP account.

An employee who retires under the terms of this Agreement, and who has completed thirty (30) years of service in the District and reached the age of 55, shall receive a one-time payment of \$5,000 to the employee's HCSP account. To be eligible for payment, the employee must provide a written resignation at least ninety (90) calendar days prior to his/her intended retirement date.

Section 7. Benefit in Case of Death of Employee: If an employee who is eligible and participating under sections in this article dies before all or a portion of payments have been made due the employee, that balance shall be paid to the employee's beneficiary or estate, providing such payment meets IRS requirements.

ARTICLE XV

MISCELLANEOUS

Section 1. Physical Examination: Any employee, whose condition of physical or mental health is thought to be adverse to the welfare of the public or other employees may be required to undergo a health examination by a licensed physician, at the expense of the School District. The procedure to be followed under this section is to be identical to those procedures stated in M.S. 125.12, Subd. 7.

Section 2. Uniforms:

Subd. 1. The School District shall provide uniforms to all unit personnel, the allocation of which shall be subject to recommendations of the uniform committee, of up to \$150 each year which is to be used on or about July 1 or within two (2) weeks after probation period is completed whichever is later. In addition for 1st year employees the District will allocate up to an additional \$100.

Subd. 2. In addition, the District shall provide a supplemental uniform to all employees who are routinely required to work outside, the allocation of which shall also be subject to recommendations of the uniform committee, of up to \$150 each year.

Subd. 3. All uniforms must be ordered from the District approved supplier. Any cost above the allocations will be borne by the employee.

Subd. 4. These provision will become effective on July 1, 2009.

Section 3. Longevity Pay: Full-time employees who have completed seven or more years of service shall be entitled to longevity pay in the form of compensation in accordance with the following schedule:

AFTER YEARS	LUMP SUM
7-13 years	\$ 725
14-20 years	\$ 850
21-above, years	\$1,250

Payment will be in the form of a lump sum payable on the second pay period in June of a current school year. In the event an employee retires or resigns before the end of a school year; the employee will receive a pro-rated amount payable on the last paycheck from the District.

Section 4. Career Development:

Subd. 1 Eligibility. Employees completing the following boiler licensure/certification will qualify for the Career Development Program. Stipends will only apply for those employees whose certification/license is not required for their position.

Subd. 2. The course work must be:

1. Taken at a time other than during employee workday.
2. Paid by the employee.

Subd. 3. Payment for Career Development Program Stipends: Employees who meet the requirements above shall receive a yearly salary stipend as follows:

Chief	\$350.00
1 st Class	\$250.00
2 nd Class	\$150.00

Payment will be in the form of a lump sum payable on the second pay period in June of a current school year. In the event an employee retires or resigns before the end of a school year; the employee will receive a pro-rated amount payable on the last paycheck from the District.

Section 5. Deferred Compensation: All employees participating in the District approved

Deferred Compensation Plan, and who contribute up to \$1,500 through payroll deduction, shall be eligible for a matching District contribution under the following conditions.

1. Up to \$1,000 per year for each hour of accumulated sick leave in excess of 360 hours, the employee may elect to receive an amount equal to the employee's current rate of pay times the total number of hours the employee elected under this option in matching deferred compensation. All hours applied to this provision shall be deducted from the employee's accumulated sick leave.
2. Up to an additional \$500 per year District matching contribution upon meeting the full contribution provided in part 1 of this section.

For purposes of application in this agreement, the term District approved deferred compensation plan shall mean any District approved 457 plan and/or the District approved 403(b) plan.

Section 6. Retroactivity: Except as otherwise provided herein, all provisions of this Master Agreement, including salary schedule, differentials, and insurance, shall be retroactive. Any increase in benefits under this Master Agreement over the previous year shall not apply to any custodian whose employment with the District was terminated prior to execution of this Master Agreement.

Section 7. Licenses: As a condition of employment, employees will maintain licenses required by the State of Minnesota in order to perform the essential duties of their employment.

Section 8. Training: An employee assigned by the maintenance supervisor to provide boiler license training shall be compensated an additional \$200 for providing up to ten hours of training.

ARTICLE XVI

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2021 and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 60 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees under this contract. 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 terms and conditions of employment whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except by mutual consent.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SERVICE EMPLOYEE
INTERNATIONAL
UNION LOCAL 284
450 Southview Blvd
So St. Paul, 55075

INDEPENDENT SCHOOL
DISTRICT 15

4115 Ambassador Blvd.
St. Francis, MN 55070

Business Representative

Chairperson, School Board

Steward

Clerk, School Board

Date

Date

**APPENDIX A
SALARY SCHEDULE**

Position	Lane	Steps	2019-2020	2020-2021
Laundry/ Part-Time Custodian	A12	1	\$15.84	\$16.26
	A12	2	\$16.79	\$17.42
	A12	3	\$17.60	\$17.92
Custodian/Grounds	B21	1	\$16.47	\$16.76
	B21	2	\$17.29	\$17.59
	B21	3	\$18.10	\$18.42
Maintenance	B23	1	\$18.47	\$18.76
	B23	2	\$19.29	\$19.59
	B23	3	\$20.10	\$20.42
Night Lead	B23	1	\$17.47	\$17.76
	B23	2	\$18.29	\$18.59
	B23	3	\$19.33	\$19.42
Head Custodian	B31	1	\$18.47	\$18.76
	B31	2	\$19.29	\$19.59
	B31	3	\$20.10	\$20.42
Maintenance Lead		1	\$22.10	\$22.42
Grounds Lead		1	\$22.10	\$22.42

There will be step movement in the 2019-2020 contract year in accordance to the costing document marked 03.11.2020.

There will be step movement in the 2020-2021 contract year in accordance to the costing document marked 03.11.2020.

Article VII, Section 1, Subd. 3 shall not apply to new employees who begin between January 1, 2017 and January 1, 2018.

NOTE: 2019-2020 salary adjustment will be paid in a lump sum on the next available pay day after ratification of the work agreement.

MEMORANDUM OF UNDERSTANDING

REOPENING FOR AFFORDABLE CARE ACT CLARIFICATION

In the event that the District becomes subject to an assessable payment under Section 4980H of the Internal Revenue Code (Code), as amended by the Patient Protection and Affordable Care Act (ACA), or that spouses of employees are ineligible for tax credits or other subsidies under Section 36B of the Internal Revenue Code, Section 1402 of the ACA or any other subsidy ordinarily available under the ACA or other applicable law, as the result of the provisions of this Agreement, then either part may, without affecting the integrity fo any other provision of this Agreement, reopen this Agreement for the purpose of negotiating modifications to the health care provision.