

AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

OSSEO AREA SCHOOLS



**INDEPENDENT SCHOOL DISTRICT 279
MAPLE GROVE, MINNESOTA**

AND

**MINNESOTA TEAMSTERS PUBLIC & LAW
ENFORCEMENT EMPLOYEES UNION LOCAL #320**

Effective Date: July 1, 2020 through June 30, 2022

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ON
TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 279-OSSEO AREA SCHOOLS
MAPLE GROVE, MINNESOTA

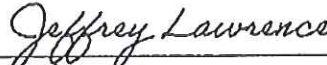
AND

MINNESOTA TEAMSTERS PUBLIC & LAW ENFORCEMENT EMPLOYEES
UNION LOCAL #320


EFFECTIVE DATE: July 1, 2020 – June 30, 2022

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

For Minnesota Teamsters Public
Law Enforcement Employees
Union Local #320:



Steward




Chief Negotiator

Dated this 05 day of October, 2020

For ISD 279-Ossco Area Schools:



Chair, School Board



Clerk, School Board



Director, Labor Relations

Dated this 5th day of October, 2020

Addresses of Official Notice:

Minnesota Teamsters Local No. 320
3001 University Avenue S.E.
Minneapolis, MN 55414

Independent School District 279
11200 93rd Avenue North
Maple Grove, MN 55369

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ARTICLE I PURPOSE OF AGREEMENT

Section 1. Parties: This Agreement is entered into between the School Board, Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board, and the Minnesota Teamsters Local No. 320, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the Labor Relations Act, hereinafter referred to as PELRA, provides the terms and conditions of employment for custodians during the term of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Preamble: Recognizing that the Union is required by 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.

In furtherance of good labor relations the School Board agrees, when requested, to meet with the appropriate Union and employee representatives, at such times and places as determined by the School Board, for the purpose of discussing and arbitrating matters pertaining to working conditions and employee grievances.

Section 2. Recognition: In accordance with PELRA, the School Board recognizes Minnesota Teamsters Local No. 320 as the Exclusive Representative of Custodial/Maintenance employees employed by the School Board of Independent School District 279, the Exclusive Representative, shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 3. Appropriate Unit: The Exclusive Representative shall represent all the custodian/maintenance employees of the School District as defined in this Agreement and in said Act.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: “Terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than School Board payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School Board’s personnel policies affecting the working conditions of Custodial/Maintenance employees. In the case of Custodial/Maintenance Workers “terms and conditions of employment” does not mean educational policies of the School Board. “Terms and conditions of employment” is subject to the provisions of the PELRA.

Section 2. Facilities/Operations: Shall mean any person employed by the School Board in a position requiring duties associated with the maintenance and care of school facilities, equipment, and grounds. The term “Facilities/Operations” as used herein will not include “supervisory employees,” “essential employees,” part-time or temporary employees whose services do not exceed the lesser of thirty five percent (35%) of the normal work week within the bargaining unit of fourteen (14) hours per week or an employee who holds a position that is basically temporary or seasonal in character and is not for more than sixty-seven (67) working days in any calendar year, and emergency employees.

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

ARTICLE IV SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board 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: The Exclusive Representative recognizes that all employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation there under, will be without force or effect.

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

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee, or representative, to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any employee to perform labor or services against their will.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and not to join such organizations. Employees in the 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 such employees with the School Board.

Section 3. Personnel Files:

Subd. 1. Right to Review/Frequency: Upon request by an employee, the School District will provide the employee with an opportunity to review their personnel file.

Subd. 2. Review: A request will be made to Human Resources. Human Resources will comply with a request pursuant to Subd. 1. of this Section no later than seven (7) working days after receipt of the request and will schedule an appointment for the employee to review their personnel file and will notify the employee of such appointment. All such reviews will take place in Human Resources during its normal hours of operation.

Subd. 3. Documentation of Contents: The employee and a Human Resources representative will document the personnel file's contents before the employee is given the personnel file to review. The employee and Human Resources representative will document the contents of the personnel file at the termination of the review.

Subd. 4. Right to Copy: After the review and upon the employee's request, the School District will provide the employee with a copy of the requested record. The School District may not charge a fee for the copy. With respect to employees who are separated from employment, upon the employee's request, the School District will provide a copy of the personnel file to the employee. Providing a copy of the separated employee's personnel file to the employee satisfies the School District's responsibility to allow review as stated in Subd. 1. of this Section.

Subd. 5. Right to Response: The employee may submit for inclusion in their personnel file a written response to any material contained in such file.

Subd. 6. Destruction/Expungement: The School District may destroy or expunge such files as provided or required by law.

Section 4. Requests for Dues Check off: The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off.

Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Employee organization in equal installments, beginning with their first pay period.

Section 5. Claims against the School District: 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, which any person may have or claim to have, now or in the future, arising out of or by

reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

Section 6. Political Action Committee: Upon receipt of a properly executed voluntary authorization card from an employee, the School District will deduct from the employee's salary such amounts as the employee authorizes to pay to Minnesota Teamsters Drive.

Section 7. Meet and Confer: Representatives of the School Board will regularly meet with the Exclusive Representative for the mutual exchange of ideas, and to discuss matters that are not terms and conditions of employment.

ARTICLE VI GENERAL PROVISIONS

Section 1. Probation and Regular Status:

Subd. 1. Probationary Periods – New Employee/Transfers/Promotions: New employees shall be considered as probationary employees until they have completed a probationary period of twelve (12) months of continuous service in the School District during which time the School District shall have the unqualified right to assign or transfer to an open position, suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as assignment or transfer to open positions, suspension, discharge or other discipline is concerned. For part-time employees who have worked a minimum of two (2) years for the district in the unit and who become full-time employees, the probationary period shall be six (6) months. For all other matters pertaining to the conditions of employment, those employees who are recognized by Local 320 may request and be represented by the Exclusive Representative. Upon completion of the twelve (12) months or six (6) months of employment, the employee will establish regular employee status unless otherwise notified in writing by the employer prior to that date.

Employees transferred or promoted to a new position shall be probationary in the new position for a period of three (3) months while school is in session subject to the grievance procedure. An employee transferred or promoted to a building engineer position shall be probationary in the new position for a period of six (6) months from the start date in position, subject to the grievance procedure.

An employee who is promoted to a new position shall retain their seniority in the old job position with freedom to move back to their original job position until the employee achieves seniority status in the new position.

Subd. 2. Seniority: The seniority date of an employee in a position will be listed as the initial date of full time employment. Seniority lists shall be updated and posted on the district's intranet (my279.org). The list will include all full-time employees' names and seniority dates.

Subd. 3. Job Elimination: In the event of job elimination requiring layoff, the employee with the least seniority in a job position will be laid off first and all layoffs will be in reverse seniority order subject to the following provisions:

- a. Shift Placement: If, in conjunction with job elimination, it becomes necessary to assign an employee to a different shift, efforts will be made to place such employee in the following order: (Shift order is Day-1st; Evening-2nd; Night-3rd).
- b. In Same Position: If there is an employee with less seniority on the same shift, in the same job position, the senior employee will displace the employee with the least seniority.
- c. Classification Assignment: If an employee cannot be retained in the same job classification, they shall be assigned to the next lowest or lower job classification for which the employee meets the qualifications as contained in the particular job description.
- d. Part-time Employees: Part-time employees will be terminated at the discretion of the Coordinator, Supervisor in the event of job elimination. Time and service shall be a consideration but shall not be the sole determiners.
- e. Duties Normally Performed by Unit Members: No bargaining unit employee shall suffer loss of full-time employment and benefits, nor shall suffer layoff while any contracted or seasonal employees are performing work normally done by bargaining unit members.
- f. Recall: Recall from layoff shall be in order of seniority within each job classification provided that an employee must return to work upon recall as directed by the employer or on an extended date mutually acceptable to the employee and the employer.
- g. Length of Recall: Employees who terminate their employment with the employer and any employee on layoff status in excess of two (2) years shall not have any seniority rights under this agreement.
- h. Specialty Group Positions: All specialty group positions should be put up for bid and shall be paid at the specialty group position rate of pay or employee's current rate of pay, whichever is higher. (Example: maintenance, grounds, warehouse, ice arena, floor covering, painting.)
- i. Ineligibility for Displacement of Another Employee: Effective July 1, 2017, if a job is eliminated, and the following conditions are met, then the employee shall not be eligible to displace another employee:
 - 1. The employee was on a performance improvement plan at the time of staffing; and
 - 2. The performance improvement plan outlined a plan for the employee's professional development and growth; and
 - 3. The employee was placed on the performance improvement plan by December 1st of the fiscal year the job is eliminated; and

4. Human Resources and the union agree that due process was followed.

Subd. 4. Job Titles Within Classification: In a job classification when more than one job title appears, each title will be considered a separate job position.

JOB CLASSIFICATIONS	
Classification	Position
I	Part-time Custodian Part-time Warehouse Person
II	Non-Licensed Custodian
III	Third Shift Custodian Second Shift Custodian Mail/Courier/Delivery Person Floater, Custodial
IV	Second Shift Custodian Lead Person* Third Shift Custodian Lead Person* Warehouse Personnel Elementary Day Person
V	Outside Person Outside Person/Ice Arena Secondary Day Person Warehouse Lead
VI	Elementary Building Engineer Engineer/OALC District Painter ESC Building Engineer Grounds Lead
VIII	Locksmith Carpenter
IX	Secondary Maintenance/Grounds Person
X	District Maintenance Person Journeyman Electrician Journeyman Plumber Lead Locksmith Carpenter
XI	District Maintenance Lead Person
XII	District Master Electrician District Master Plumber

*The night lead person in all middle and senior high schools. The night lead person will normally be charged with insuring the building is secure and will be the last employee on that shift to leave.

Subd. 5. Specialist License Requirement: Building level full-time custodians new to the School District, working second or third shift, and not in possession of at least a specialist license shall be Class II custodians. Upon obtaining a specialist license, they will move into a Class III, second or third-shift custodial classification. No classification movement will be

allowed until the specialist license is obtained. If after three (3) years a Class II custodian is not able to achieve the specialist license, they will work with Human Resources to determine if accommodations or provisions are needed in order to waive the requirement. If an individual provides evidence that the employee has attempted to get the license but was unsuccessful, an interactive conversation will be had between the Union and Human Resources, and Human Resources would determine if the employee can move to Class III.

Subd. 6. Reclassified to Lower Position: A regular status employee holding a position that voluntarily or involuntarily is reclassified to a lower classified position will be permanently reassigned to the first vacancy in the School District for which the employee applies and is considered qualified and the senior applicant.

Subd. 7. Job Postings: All position openings in the School District will be posted electronically.

- a. Within a Job Position: All openings within a job position will be filled by the senior employee who applies. When a vacant position is filled through a transfer (within the same job position), the posting procedure will show the position that has become vacant as a result of the transfer.
- b. Between Job Positions: All openings between job positions will be filled by the senior most qualified employee who applies providing that the most qualified applicant is a current employee. “Qualified” means ability to perform the assigned job in a most qualified manner as determined by the Supervisor.
- c. Bidding Down or Laterally: An employee bidding down will not be eligible for any further bidding for a period of twelve (12) months. Bidding down is moving from a job position in a higher classification to a job position in a lower classification. An employee bidding laterally will not be eligible for any further bidding down or laterally for a period of twelve (12) months. A lateral move is movement within a job position.

Subd. 8. Posting/Selection Timeline: Position openings will be posted a minimum of five (5) working days. The posting will indicate the closing date for applications (unless posted “until filled”). Immediately after the closing date, Human Resources will furnish one (1) copy of a list of internal applicant names to the representative designated steward. The successful internal applicant will be notified of their selection within ten (10) working days of the closing date. If no qualified applications are received, the School District may fill the position without further posting.

Subd. 9. Salary – Increase/Decrease: An employee selected for a position which is in a higher pay schedule will be paid at the increased pay schedule from the day the employee actually performs in that position. An employee who by the criteria set forth herein is assigned and performs at a lower pay schedule job will be paid at the lower pay schedule from the first day the employee actually performs in this job.

Subd. 10. Temporary Vacancy: Positions which are temporarily vacant for a period of ninety (90) calendar days or more shall be posted in accordance with the regular posting procedure. Prior to ninety (90) days, the School Board may declare a position to be temporarily vacant and post it.

Such temporary vacancies shall be filled on a temporary basis until such time as the position is declared to be permanently vacant. It will then be posted as a permanent vacancy. All provisions applying to the filling of positions included in this Agreement shall apply. If an employee who occupied a position which was temporarily vacant due to an authorized absence and which was declared permanently vacant during the authorized absence returns, they shall be assigned the position, if qualified, or such other position for which the employee is qualified. Any employee filling a position on a temporary basis or a permanent position to which the original employee returns will be returned to their previous position.

Section 2. Work Year: The length of the full work year is 2,080 hours or 260 work days which includes the allowance for vacation, sick leave and paid holidays. The School District reserves the right to determine the length of the work year of all employees. If the scheduled work year exceeds 2,080 hours or 260 work days, the employee will be compensated for the additional scheduled days at their established daily rate of pay.

Section 3. Hours of Work:

Subd. 1. Overtime Compensation: Hours worked beyond the forty (40) hour week will be paid at time and one-half. Work performed on Sunday or School District paid holidays will be paid at double time. This provision is not applicable to any employee whose assigned shift falls on Sunday. For the purposes of this Section, "hours worked" does not include the use of sick leave per the provisions of Article X, Section 1. All overtime work must be authorized in advance by the Coordinator, Custodians and Maintenance, and/or the Assistant Coordinator, Custodial Services-, and/or Assistant Coordinator of Maintenance Services., or by the Superintendent or designee.

Subd. 2. Work Week: The work week shall be forty (40) hours from Sunday (12:00 a.m.) through Saturday (11:59 p.m.), generally consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, except in such instances in which it is necessary that a divided schedule be set up in order to provide custodial services in our secondary buildings on Saturdays. The third shift work week may be Sunday through Thursday, subject to the divided schedule and operational demand of a particular school building. An employee's work shift may be split between two buildings or work locations at the employer's discretion. Normally, these assignments will be made within a two (2) mile radius, subject to the operational demands of the buildings involved.

Subd. 3. Call Back: A minimum of two (2) hours computed on a time and one-half basis will be paid to each employee when recalled to work. If an employee is called to work during a School District paid holiday weekend, the employee will be paid at double time.

Subd. 4. Building Checks: All building checks will be paid at time and one-half, with the exception of Sundays and School District paid holidays (including a Saturday of the School District paid holiday weekend) which will be paid at double time.

Subd. 5. Lunch Period: A one-half (1/2) hour lunch period will be allowed which is not a part of the eight (8) hour work day.

Subd. 6. Shift Differentials: A shift differential premium will be paid to qualifying employees as outlined below. Employees who qualify for these shift differentials will be paid at the established additional hourly rate for the entire shift.

- a. Second Shift: The Employee starts work after 3:00 p.m. or finishes their shift after 8:00 p.m.
- b. Third Shift: The Employee finishes their shift after 12:00 midnight or starts work prior to 4:30 a.m.
- c. Snow Days: When school closes due to inclement weather it is mandatory for bargaining unit members to report to work. They shall receive one (1) day of paid vacation for each day the School District closes due to inclement weather and the employee works the required day.
- d. Restriction: Shift differential premium will apply only when actually worked or assigned.

Subd.7. Custodial Service Managers & Mileage/Elementary:

- a. Elementary: The building engineer in each elementary school may schedule with their supervisor a minimum of one (1) hour per week or four (4) hours per month to be used for work direction and training of custodial employees on second shift and of new custodians. This provision shall apply only when school is in session. These hours shall be a part of the building engineer's 40-hour work week.
- b. Mileage: The above hours must be scheduled in advance with the immediate supervisor on a monthly basis. In the event the scheduling of said hours above requires the building engineer to make an additional trip to and from work, mileage will be paid at the School District's approved rate.

Section 4. Paid Holidays: Full-time employees will have eleven (11) paid holidays as determined by the School Board prior to July 1st, yearly.

Subd. 1. Any School District paid holiday specified above which falls within an employee's vacation period shall not count as a vacation day. Any employee who shall be asked to work on any School District paid holiday shall be paid double time, with a minimum of two (2) hours work to be provided.

Subd. 2. School in Session on School District Paid Holiday: If school is in session on any of the days, the day may be taken on a day mutually agreed upon by the Superintendent or designee and the employee's Exclusive Representative.

Section 5. Uniforms:

Subd. 1. New & Replacement Uniforms: The School District will furnish all new bargaining unit members with five (5) uniforms. Annually, thereafter, the School District will furnish three (3) replacement uniforms or the dollar equivalent of School District approved work apparel. Employees in the following job titles will be furnished with five (5) replacement uniforms:

Mail/Courier/Delivery Person	District Carpenter
Warehouse Personnel	District Carpenter Lead person
Outside Person	District Maintenance Person
Outside Person/Ice Arena	District Maintenance Lead person
District Painter	District Master Electrician

The School District shall not incur expense beyond the cost of three (3) or five (5) replacement uniforms per custodial employee.

Subd. 2. Maintenance Coveralls: The School District will furnish coveralls for maintenance employees.

Subd. 3. Building Coveralls: The School District will provide two (2) pairs of regular coveralls and two (2) pairs of insulated coveralls in each building for the employee's use.

Subd. 4. Requirement: All bargaining unit members except the Health & Safety Specialists will be furnished with uniforms and required to wear uniforms at work. Exceptions may be allowed through management.

**ARTICLE VII
DISCIPLINE**

Section 1. Discipline: An employee will be disciplined only for just cause. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. The employee, the chief union steward, and the union shall receive a copy of such reprimands and or notices upon written permission from the employee.

Incarceration, arrest, or subsequent court directives that could impact the employee's ability to perform their job, and/or any allegation of child maltreatment, must be reported by the employee to Human Resources or the employee may be subject to discipline.

Section 2. Voluntary Termination: All employees must submit at least a two (2) week notice when voluntarily terminating employment with the School District.

**ARTICLE VIII
BASIC SCHEDULES AND RATES OF PAY**

Section 1. Wage Scale:

Subd. 1. The wages reflected in this schedule shall be a part of this Agreement for the period July 1, 2020 through June 30, 2022. All wages will be paid in hourly increments.

Subd. 2. During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of the Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to their current rate until a successor Agreement is entered into.

Subd. 3a. SALARY SCHEDULE beginning July 1, 2020

	CLASS I*	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII	CLASS IX	CLASS X	CLASS XI	CLASS XII
STEP 2	\$14.75	\$14.75	\$14.75	\$15.23	\$15.37							
STEP 3			\$16.40	\$16.97	\$17.16	\$17.74						
STEP 4			\$18.02	\$19.23	\$19.44	\$20.02	\$20.31	\$20.61	\$21.51	\$22.83	\$24.05	\$29.97
STEP 5			\$20.33	\$21.99	\$22.44	\$22.83	\$23.45	\$24.29	\$24.71	\$25.95	\$27.24	\$33.69
STEP 6			\$21.24	\$22.97	\$23.86	\$23.87	\$24.58	\$25.37	\$25.79	\$27.09	\$28.34	\$35.09
STEP 7			\$24.44	\$26.20	\$27.02	\$27.43	\$28.11	\$29.10	\$29.57	\$30.83	\$32.30	\$40.27

Subd. 3b. SALARY SCHEDULE: During the second year of this agreement, the 2021-2022 fiscal year, the union and the district agree to the following regarding wages:

1. If any other union, association, or bargaining group of employees negotiate wage agreements for cost-of-living adjustments (COLAs) also known as salary enhancements, to be paid during the second year of this agreement (2021-2022), and there is additional funding from the state, the District and the Union agree to re-open the contract for the 2021-2022 fiscal year for the sole purpose of negotiating a cost of living increase for members of the unit.
2. The language in number 1 above does not apply to wage or benefit agreements for independent contract employees or to any other wage or benefit agreements afforded to union, non-union, association and other bargaining group employees.

Subd. 4. Part-time Rates: Those part-time custodians working regular 4-hour shifts will be paid at the Class I hourly rate.

Subd. 5. Overtime Computation: Hourly rates are used for computing overtime rates only. Shift differentials will be included in computation of overtime rates if applicable.

Subd. 6. Career Increments: Career increments will be paid based on years of consecutive employment as defined below:

	Beginning July 1, 2020
10+ years	\$.23 per hour
20+ years	Additional \$.20 per hour

*Career increments shall be effective July 1, of the fiscal year in which an employee is scheduled to reach the requisite years of service.

Subd. 7. Licenses/Certificates: The following rates will be paid for appropriate licensure/certificates, provided there is documentation of licensure/certification completion filed with Human Resources. If employees have completed certification but have not submitted documentation to Human Resources the employee will not be entitled to back pay. Effective with the ratification of the 2016-2018 contract, employees that maintain a current licensure/certification for which they have been paid prior to the ratification of the contract, will continue to receive the licensure/certification amount. After the ratification of the 2016-2018 contract, license and certification amounts for all other employees not currently receiving such pay will be paid as defined below.

	Effective July 1, 2019
Pool License (middle school only)	\$.30/hr
Back Flow Preventer(plumbers only)	\$.30/hr
Specialist	\$.33/hr
CDL License (outside person only)	\$.48/hr
Second Class	\$.48/hr
First Class	\$.79/hr
Chief	\$.94/hr
Maintenance Electrical (Class X and above, upon management approval)	\$2.04/hr

Subd. 8. Licensed/Certificates Compensation: Effective with the ratification of the 2020-2022 contract any employees hired before June 30, 2020 will be eligible for this additional amount with the following stipulations: Class III building level custodians will be compensated for the highest level boiler license held regardless of job classification and job description requirements. In Classifications IV and above, employees will be paid for the license(s) as outlined in Subd. 7. Effective July 1, 2020 any employee hired, moving job position, or newly certified will only receive additional pay for the licensure that is required for their position. A custodian must have a copy of their current license on file in Human Resources to be eligible for this increment.

Subd. 9. Shift Differential: All shift assignments shall be made by the supervisor in accordance with the needs of the School District. Second-shift lead persons, third-shift lead persons, ice arena and the district painter will not be paid a shift differential. The following procedures apply: These shifts are not worked the year round and the hours worked on these

shifts have been calculated for days worked. Time worked on Shift II or Shift III, including School District paid holidays, equals 190 eight-hour days. The amount payable is divided by 19 pay periods and payable September 20th through June 20th. If directed by the Coordinator, Custodians and Maintenance, and/or the Assistant Coordinator, Custodial Services, and/or Assistant Coordinator of Maintenance Services, or by the Superintendent or designee to perform work outside of regular shift, per hire or job description, employee shall be paid at the hourly shift rate as indicated below.

	Effective July 1, 2019
A. Shift II (evening)	\$.96/hr
B. Shift III (night)	\$1.06/hr
C. Ice Arena Rotation Pay	\$.30/hr
D. Building Engineer/2 Sites	\$.22/hr
E. Building Engineer Differential	\$.42/hr

A. Effective July 1, 2019: 190 days x 8 hours per day = 1,520 hours x \$.96 per hour = \$1,459.20 additional salary. Nineteen (19) payments of \$76.80 September 20th through June 20th of the current school year.

B. Effective July 1, 2019: 190 days x 8 hours per day = 1,520 hours x \$1.06 per hour = \$1,611.20 additional salary. Nineteen (19) payments of \$84.80, September 20th through June 20th of the current school year.

- Overtime rates will be calculated based on the pay rate in effect during the hours in which the overtime was worked.

C. Effective July 1, 2019: Ice arena shifts are not worked the year round and the hours worked on these shifts have been calculated for the year. Time worked on rotation is 23 weeks or 920 hours. Total payment = \$276. The amount payable will be paid in twenty four payments of \$11.50 per check from July 1st through June 30th of the current school year.

E. Building engineers receiving the building engineer differential must be able to perform the mechanical operations, with appropriate training, in a qualified manner as determined by the supervisor within one year from the start date at the designated site.

Subd. 10. Building Engineer Replacement: Any building engineer replacement assigned by supervisor who takes over for the regularly assigned building engineer and fills this position for three (3) or more consecutive days shall be paid \$10.00 per day starting the first full day of assigned duty through the duration of the assignment.

Subd. 11. Work Requirements: It is understood that the work of a custodian or building service employee shall include all maintenance work and repair work needed to maintain the building in good condition. The maintenance work may include, therefore, in addition to cleaning - plumbing repairs, glazing, painting, carpentry repairs, grounds etc.

Subd. 12. Placement on Schedule: Beginning July 1, 2014, step movement will be based on July 1st employment of each year instead of on the anniversary date. An employee must complete at least 120 days of paid service in the group during a contract year to qualify for salary advancement.

Subd. 13. Payment Upon Termination: In the event of employment termination the employee will be paid in full to include all monies due no later than the next regular pay day for their position.

Section 2. Retirement Incentive Pay:

Subd. 1. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service, in any capacity with the School District, who are at least fifty (50) years of age, shall be eligible for retirement incentive pay, pursuant to the provisions of this Section, upon submission of a written resignation accepted by the School Board.

Subd. 2. Exclusion: This Section shall apply only to employees whose service, in any capacity with the School District, has been full-time defined by this Agreement and whose service began prior to July 1, 1998. For custodians whose employment began after this date, the provisions of this Section will not be applicable.

Subd. 3. Calculation of Benefit: An employee shall be eligible to receive as incentive pay, upon their retirement, in the amount obtained by multiplying sixty percent (60%) of the employee's unused number of sick leave days, but in any event not to exceed ninety (90) days times their daily rate of pay.

Subd. 4. Determination of Daily Rate: In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation.

Subd. 5. Payment Schedule 50-54: A custodial employee who retires at age 50-54 shall receive their incentive pay on July 20th if their birth date is between January 1st and June 30th in the year they reach age fifty-five (55). If their birth date is between July 1st and December 31st, they shall receive their incentive pay on January 20th of the following year.

Subd. 6. Payment Schedule 55 and Over: Incentive pay for retirement at or after age fifty-five (55) shall be paid by the School District on July 20th of the same year if the retirement date is between January 1st and June 30th. If the retirement date is between July 1st and December 31st, it shall require payment on January 20th of the following year.

Subd. 7. Exceptions: Incentive pay shall not be granted to any employee who is discharged by the School District.

Section 3. Section 125 Plan. The School District shall provide a Section 125 Plan under the Internal Revenue code for all employees.

Subd. 1. Description: The Section 125 Plan (Flexible Spending Plan) offered by the School District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three accounts allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a “Cafeteria Plan” for federal income tax purposes.

The plan year will be determined by the School Board. There are three components to the plan:

1. District-provided health insurance premium deduction with pre-tax dollars.
2. Dependent care reimbursement account.
3. Medical expense reimbursement account

Section 4. Retirement Savings Plans: In accordance with Section 403(b) of the Internal Revenue Code and M.S. 356.24, the School Board will match the contribution of an eligible employee according to the following schedules towards an approved 403(b) tax sheltered annuity plan. The plan must meet the School District’s guidelines for approval. These contributions shall be paid annually (the custodial contract year).

Subd. 1. District Annual Match: The School District’s match of an eligible full-time custodian’s contribution will be the amount listed below. The School District’s match is applicable only for eligible full-time custodian contributions made towards the School District’s approved 403(b) plan.

Custodians Whose Service Began Prior to July 1, 1998	Minimum Employee Contribution	Minimum District Annual Match
Step 7 (must contribute a minimum of \$880 to get the District Annual Match)	\$240 (\$10 per pay period)	\$880* (~\$36.67 per pay period)
Custodians Whose Service Began After July 1, 1998	Minimum District Annual Match	Maximum District Annual Match
Eligible after one year of service	\$240 (\$10 per pay period)	\$960*(\$40 per pay period)

*Custodians may choose to defer more than the annual match amount, or anything in between the minimum and maximum annual match amount. Federal law determines the maximum amount an individual can contribute annually.

ARTICLE IX GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd 1. District Contributions for Basic Group Health and Hospitalization Plans: The District will contribute up to the following amounts towards the District’s Group Health Insurance

premiums for full time employees. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective July 1, 2020

	Single	Employee +1	Family
High/ Value	\$597.43	\$929.10	\$1,488.60
HSA Plan	\$461.85	\$925.67	\$1,481.98

Effective July 1, 2021

	Single	Employee +1	Family
High/ Value	\$609.38	\$947.68	\$1,518.37
HSA Plan	\$484.95	\$944.19	\$1,511.62

District contributions to the HSA trust account will be made each month. Contributions for July will be made at the same time as the August contribution. In the event of hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.

The school district will pay all administrative fees associated with the plan.

- Single HSA Coverage: \$200 per month
- Employee+1 Coverage: \$400 per month
- Family Coverage: \$400 per month

Subd. 2. Married Couples in District with Family Coverage: When an employee and their spouse are both employed by the School District and are eligible for the School District’s group health and hospitalization plan, and both employees enroll in the same hospitalization plan, the full premium will be paid by the School District.

Section 2. Group Term Life Insurance: The School District shall contribute the full amount for coverage per year toward the premium for group term life insurance for all full-time custodians employed by the School District who qualify for and enroll in the School District’s group term life insurance plan. Full-time custodians who qualify and enroll will be covered by group term life insurance in the amount of \$50,000.

Section 3. Supplemental Group Term Life Insurance: Custodial employees shall have the option, subject to the conditions established by the School District's carrier, for group term life insurance as provided in Section 2, to purchase supplemental group term life insurance in the amounts of either \$50,000, \$75,000, \$100,000, \$125,000 or \$150,000, not to exceed three (3) times annual salary. The cost of the supplemental coverage shall be borne by the employee and paid by payroll deduction.

Section 4. Long-Term Disability Income Protection: The School Board shall contribute the full premium for the long-term disability income protection plan for all full-time custodians employed by the School District who qualify for and enroll in such coverage. This coverage shall apply to the base annual salary. See MOU Long-Term Disability Coverage for Mental Health & Chemical Dependency.

Section 5. Dental Insurance:

Subd. 1. Single Coverage: The School Board shall pay up to \$28.00 per month for individual coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan.

Subd. 2. Family Coverage: The premium cost of the family/dependent coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan and who qualifies for family/dependent coverage shall be paid in total (minus the single premium coverage) by the employee and paid by payroll deduction. Whether the School District offers family/dependent coverage is subject to the conditions as established by the carriers.

Section 6. Workers' Compensation: The School Board shall provide workers' compensation (See Article X, Section 1, Subd. 9 and 10).

Section 7. Eligibility for Group Insurance:

Subd. 1. Full-time custodians are eligible for group insurance. Those employees employed on a full year schedule consisting of thirty-two (32) or more hours per week shall be considered full-time for purposes of eligibility for group insurance. Qualifications shall include those established by the School Board and the carrier of the coverage.

Subd. 2. Enrollment: All employees qualifying shall enroll for such coverages in accordance with the procedures established by the School Board. Effective 2012-2013, employees will be allowed to waive health coverage in the District's health plan upon sufficient proof that the employee has obtained group health coverage through another source (e.g. spouse). The Human Resources department shall determine the basis for sufficient documentation of group coverage from another source. The District retains the right to re-examine waiver of health coverage on a year-to year basis. If an employee waives health coverage under this Section, the employee will not receive any District contribution for health insurance benefits.

Section 8. Insurance Program Eligibility in the Event of Retirement: A custodian who retires prior to age sixty-five (65) is eligible to participate in the health/hospitalization plan and/or dental plan but must pay the entire premium for the plan selected. The right to continue participation in such plan, however, will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

**ARTICLE X
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Earn: All full-time custodians shall accrue sick leave at the rate of eight (8) hours per month.

Subd. 2. Accumulation: Unused sick leave days may accumulate to an unlimited number of days per employee. Such accrual shall be non-retroactive. If an employee is discontinued and has used more sick leave than entitled to, such excess amount shall be deducted from the last pay check.

Subd. 3. Use: Sick leave with pay shall be allowed by the School Board whenever a custodian's absence is found to have been due to illness which prevented their attendance at school and performance of duties on that day or days, provided that the custodian has unused sick leave at the time of such absence. Custodians are entitled to request sick leave in one (1) hour increments. Sick leave may also be used for the illness of a minor child as provided for in M.S. 181.9413 (sick or injured child care leave); provided the employee has unused sick leave at the time of such absence.

Subd. 4. Medical Verification: The School District may require a custodian to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a custodian for sick leave is reserved to the School District. In the event that a medical certificate will be required, the custodian will be so advised.

Subd. 5. Accrual Deduction: Sick leave allowed shall be deducted from sick leave days accrued by the custodian.

Subd. 6. Approval: Sick leave pay shall be approved only upon submission of a signed request on the authorized sick leave pay request form provided by the School District.

Subd. 7. Payroll Deduction: Any days used in excess of the number of days of sick leave earned and accrued will be deducted from the custodian's salary for the pay period during which the absence was not covered by sick leave occurred.

Subd. 8. Options:

- a. Upon the request of an employee who is absent from work as a 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 the Workers' Compensation Act by the employee and the employee's accrued sick leave. When the employee's sick leave balance is exhausted, upon request of the employee, the difference will be paid from the employee's available vacation.
- b. Upon the request of an employee who is absent from work and is receiving compensation under the School District's long-term disability program, the School District will pay the difference between the compensation received pursuant to the long-term disability program by the employee and the employee's regular rate of pay to the extent of the employee's accrued sick leave. When the employee's sick leave balance is exhausted, upon request of the employee, the regular rate of pay will be paid to the extent of the employee's available vacation.

Subd. 9. Conditions for Options in Subdivision 8 Above:

- a. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement workers' compensation or long-term disability.

- b. Such payment shall be paid by the School District to the employee only during the period of disability.
- c. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- d. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act or who is compensated by the long-term disability program, who elects to receive sick leave or vacation pay pursuant to this Agreement shall submit their workers' compensation check and/or long-term disability payment endorsed to the School District, prior to receiving payment from the School District for their absence.

Section 2. Family Illness: Use: Full-time employees may be granted up to a maximum of ten (10) days absence per year for illness in the employee's or spouse's immediate family that may or may not otherwise be covered under the Family and Medical Leave Act (FMLA) and/or state statute. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the employee. These days will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the daily rate of pay.

Section 3. Bereavement Leave:

Subd. 1. Use-Immediate Family: Full-time custodians will be granted up to, but not to exceed, five (5) days for absence due to death of each member of the employee's or spouse's immediate family.

The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the employee. Such absences shall be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the employee's daily rate of pay. Additional absence, but not to exceed five (5) additional days may be granted.

Subd. 2. Use – Not Immediate Family: Absence due to the death of a person not listed in Subd. 1 will be limited to one (1) day per occurrence. Such absence will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave there will be a salary reduction based on the employee's daily rate of pay.

Section 4. Personal Leave: A full-time employee will be credited one (1) personal leave day each year, accumulative to five (5) days. Personal leave may be used in hourly increments beginning July 1, 2017, and used for activities requiring the employee's personal attention not covered under other provisions of this Agreement.

Subd. 1. Requests: Requests for personal leave must be made in writing to Human Resources at least three (3) days in advance of the leave, except in the event of emergencies. This day(s) will not be deducted from sick leave.

Subd. 2. Limit: At no time shall more than two percent (2%) of the employees covered by this Agreement be granted personal leave.

Subd. 3. Exclusion: A personal leave day will be granted the first or last day of the student school year. The leave will only be granted for special circumstances with written explanation by the employee and approval of the Executive Director, Human Resources.

Section 5. Jury Duty: A custodian summoned to jury duty will be granted time off with pay.

Subd. 1. Notice to District: Custodians who receive a summons for jury duty are to notify Human Resources immediately of the proposed dates of service.

Subd. 2. Remittance of Stipend: Custodians who receive a stipend for jury duty are to reimburse the School District for the amount received, minus the mileage allowance if they were on jury duty during school time.

Subd. 3. Pay: Custodians will have no loss of pay as a result of jury duty if the provisions of Subdivisions 1 and 2 are met. Failure to do so will result in a salary reduction based on the employee's daily rate of pay.

Section 6. Long-Term Leave:

Subd. 1. Eligibility: Custodial employees with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence once during their district employment. Additional leaves may be granted at the discretion of the Executive Director, Human Resources for health reasons.

Subd. 2. Duration: Leave may be granted for a period of time up to one (1) year.

Subd. 3. Insurance: An employee on an approved long-term leave is eligible to participate at their own expense in the health and hospitalization and dental program of the School District. This participation will be subject to the conditions prescribed by the insurance carrier.

Subd. 4. Benefit Accrual: An employee on approved long-term leave shall retain their accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the employee is on leave.

Subd. 5. Purpose: Consideration for granting long-term leaves will be given for:

Health	Election to Political Office
Re-Training or Career Change	Family Reasons (Issues)

Education

Subd. 6. Requests: Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the administrator in charge for recommendation. Final approval will be made by the Executive Director, Human Resources.

The number of staff on approved leave at any given time shall not exceed two percent (2%) of the total custodial staff.

Subd. 7. Reinstatement: An employee returning from long-term leave of one year or less for Education, Approved Travel, Family Reasons, Retraining or Career Change may return to a position in the same or lower classification occupied prior to the leave, subject to vacancy and the employee is qualified and able to perform the duties of the position.

An employee returning from long-term leave due to their own or an immediate family member's serious medical condition will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished; and
- b. That the employee is physically and mentally able to perform the duties of such position.

Subd. 8. Notification to Return: An employee on long-term leave will be sent a notice of assignment from Human Resources according to the following schedule:

- a. When the return date of said leave is intended to coincide with the opening of school, notification shall be given by April 1st of the preceding school year.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year.

Subd 9. Failure to Return Notice: The employee shall lose all re-employment rights if the employee refuses or fails to return the notice of assignment within ten (10) days.

Section 7. Short-term Leave (Ten (10) Days or Less):

Subd. 1. Salary: Short-term leave shall be without pay.

Subd. 2. Duration: Short-term leave may be granted for no more than ten (10) working days over the term of this Agreement.

Subd. 3. Requests: Requests for short-term leave shall be made five (5) days in advance except in the case of emergencies. The request shall be on a leave of absence request form and shall clearly state the reason for such request.

Subd. 4. Approval: Short-term leave may be granted if all vacation and personal leave days have been exhausted and only in special circumstances. Such requests must be approved by Human Resources.

Subd. 5. Eligibility: Short-term leave shall normally be available no more than once every year.

Subd. 6. Limit: At no time shall no more than three (3) percent of the employees covered by this agreement be granted a short-term leave.

Section 8. Child Care Leave:

Subd. 1. Purpose: A custodian may be granted a child care leave of absence according to the procedures outlined in this section. This leave shall be granted to one (1) parent of a newborn child provided such parent is caring for the child on a full-time basis.

Subd. 2. Request: A pregnant employee shall notify the Executive Director, Human Resources in writing not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child.

A male employee shall make a request for such leave not less than ninety (90) days in advance of usage. The employee shall submit a written request to the Executive Director, Human Resources for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this section, an employee shall not be eligible for sick leave pursuant to Section 1 hereof.

Subd. 3. Pregnancy: If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. During this period of disability, the employee shall be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Date of Leave: The effective beginning date of such leave and its duration, or resignation if the employee so elects, shall be determined by the Executive Director, Human Resources and submitted to the School Board for its action.

In recommending the effective date of commencement and duration of the leave or the effective date of the resignation, the Executive Director, Human Resources shall review each case on its individual merits taking into consideration the following:

- a. The request of the employee
- b. The specific employment duties of the employee involved
- c. The health and welfare of the employee or unborn child
- d. The recommendation of the employee's physician

Subd. 5. Duration: In making a determination concerning the commencement and duration of a child care leave of absence, the School Board may, but shall not in any event be required to:

- a. Grant any leave more than twelve (12) months in duration
- b. Permit the employee to return to employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the employee and the School District.

Subd. 6. Approval of Leave: If the employee complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the employee in writing of its action.

Subd. 7. Termination of Leave: Interruption of pregnancy will terminate the child care leave. Human Resources may require in all cases forty-five (45) days' notice to return.

Subd. 8. Reinstatement: An employee returning from child care leave shall be re-employed in the position for which the employee occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished
- b. That the employee is not physically or mentally disabled from performing the duties of such position

Subd. 9. Failure to Return: Failure of the employee to return pursuant to the date determined in this Section may constitute grounds for termination in the School District.

Subd. 10. Probationary Period: The parties agree that the applicable periods of probation for employees as set forth are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 11. Salary: The parties further agree that any child care leave of absence granted under this Section shall be a leave without pay.

Subd. 12. Insurance: An employee on child care leave is eligible to participate in group health or dental insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium, following FMLA, for such programs as the employee wishes to retain. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this Section.

Subd. 13. Notification to Return: An employee on child care leave will be sent a notice of assignment from Human Resources at least sixty (60) days prior to the specified return of said leave.

Subd. 14. Failure to Return Notice: The employee shall lose all re-employment rights if the Employee refuses or fails to return the notice of assignment within ten (10) days.

Section 9. Adoption Leave: A custodian may, upon request, be granted a leave for the adoption of a child.

Subd. 1. Request: An employee making application for adoption leave shall inform the Executive Director, Human Resources in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 2. Date of Leave: The effective beginning date of such leave and its duration or resignation if the employee so elects, shall be determined by the Executive Director, Human Resources and submitted to the School Board for its action.

Subd. 3. Use of Sick Leave: An employee may request to use up to 15 days of personal sick leave to assist in needed medical and health care for the child, commencing the date of the child's arrival in the employee's custody.

Subd. 4. Duration: In making a determination concerning the commencement and duration of an adoption leave, the School Board shall not in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration.
- b. Permit the employee to return to their employment prior to the date designated in the request for adoption leave.

Subd. 5. Reinstatement: An employee returning from adoption leave shall be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished
- b. That the employee is not physically or mentally disabled from performing the duties of such position

Subd. 6. Failure to Return: Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination.

Subd. 7. Probationary Period: The parties agree that the applicable periods of probation for the employees are intended to be periods of actual service enabling the School District to have opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 8. Insurance: An employee on adoption leave is eligible to participate in group health or dental insurance programs if permitted under the insurance policy provisions but shall pay the entire premium, following FMLA, for such programs the employee wishes to retain. The right to continue participation in such group insurance programs will terminate if the employee does not return to the School District pursuant to this Section.

Subd. 9. Notification to Return: An employee on adoption leave will be sent a notice of assignment from Human Resources at least sixty (60) days prior to the specified return date of said leave.

Subd. 10. Failure to Return Notice: The employee shall lose all re-employment rights if the employee refuses or fails to return the notice of assignment within ten (10) days.

Subd. 11. Salary: The parties agree that any adoption leave granted under this Section shall be leave without pay.

Subd. 12. Part-time Benefits: Part-time custodians shall not be eligible for any benefits or leave provisions as contained in this Agreement.

Section 10. Religious Leave:

Subd. 1. Use: Employees may be granted up to three (3) days of religious ~~holiday~~ leave. Employees must make application to Human Resources at least three (3) days prior to the religious day(s). Human Resources will notify the employee's supervisor to make the necessary arrangements allowing the employee to make up the days at some other prearranged time.

However, an employee may utilize provisions outlined in Article XI, Section 1 – Vacation, or Section 5 of this Article – Personal Leave, or Section 1 of this Article – Sick Leave, if so desired. If the employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

**ARTICLE XI
VACATION**

Section 1. Vacation Allowance: Full-time custodial employees working 40 hours a week, fifty-two (52) weeks per year will be granted vacation as follows:

a) After six (6) months of consecutive employment	1 week (40 hours)
b) After twelve (12) months of consecutive employment (total of 2 weeks (80 hours) for having completed one (1) year)	1 week (40 hours)
c) After five (5) years of consecutive employment	3 weeks (120 hours)
d) After eleven (11) years of consecutive employment	16 days (128 hours)
e) After twelve (12) years of consecutive employment	17 days (136 hours)
f) After thirteen (13) years of consecutive employment	18 days (144 hours)
g) After fourteen (14) years of consecutive employment	19 days (152 hours)
h) After fifteen (15) years of consecutive employment	4 weeks (160 hours)

i) After nineteen (19) years of consecutive employment	5 weeks (200 hours)
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Beginning July 1, 2014, the accrual levels referenced above shall change on July 1st of the fiscal year in which an employee is scheduled to reach the requisite years of service.

Section 2. Conditions for Vacation Allowances:

Subd. 1. Earn: Vacation must be earned prior to the time it is taken.

Subd. 2. Use: Effective July 1, 2017, vacation may be taken in hourly increments.

Subd. 3. Accumulation: It is expected that vacation time earned as of June 30th in a fiscal year will be used prior to July 1st of the following year. Effective June 30, 2017, the maximum amount of vacation an employee may have as a balance as of June 30th of any year will be 25 days (200 hours).

Subd. 4. Time of Year: Normally vacation will only be taken during summer months when school is not in session. Subject to operational demands of the School District, employees may request vacation at other times. Should vacation time be granted, no substitute or replacement will be employed. This provision is not subject to the grievance procedure.

Subd. 5. Approval: Vacation must be scheduled in advance with the Coordinator, Custodians and Maintenance, and/or the Assistant Coordinator, Custodial Services, and/or Assistant Coordinator of Maintenance Services, and must be approved by the Superintendent designee. One (1) day vacation may be approved with one (1) days’ notice if operational needs permit.

Subd. 6. Resignation: An employee resigning prior to an earned vacation period (anniversary date through June 30, 2009) is entitled to a pro rata share of vacation time or vacation pay earned upon proper submission to the employer of at least two (2) weeks’ notice of proposed termination date. Failure on the part of the employee to give proper notice shall constitute forfeiture of this provision.

Subd. 7. Termination: If an employee is terminated because of a layoff or reduction in staff, the employee shall be entitled to a pro rata share of vacation earned. In case of death, the employee’s spouse or estate will be entitled to a pro rata share of vacation earned.

Subd. 8. Illness: Illnesses sustained while an employee is on a scheduled vacation shall be considered as vacation days. School District paid holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee’s accumulated vacation benefit.

Subd. 9. Pro Rata Usage: Vacation may be granted on a pro rata basis prior to an employee’s anniversary date when scheduled through the Coordinator, Custodians and Maintenance, and/or the Assistant Coordinator, Custodial Services, and/or Assistant Coordinator of Maintenance Services, and approved by the Executive Director, Human Resources.

Subd. 10. Maximum Payout: The maximum payout of vacation hours upon resignation will be 25 days (200 hours), calculated at the employee's daily rate of pay, excluding any additional compensation. Failure on the part of the employee to give proper notice will constitute forfeiture of this provision.

ARTICLE XII 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 the School Board 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 of the unit designated by such party to act on their 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 week days not designated as School District paid 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 first day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a School District paid holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a School District paid 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 twenty (20) 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. Informal Discussion: Before a written grievance is submitted, informal discussions shall take place between the aggrieved party and the supervisor. Through these discussions the parties shall attempt to resolve the problem.

Subd. 2. Level I: If the grievance is not resolved through informal discussions between the employee and their supervisor, the aggrieved party may submit the grievance in writing to the Executive Director, Human Resources. The Executive Director, Human Resources shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. 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 five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. The grievant and/or their representative must appear at said meeting to present information regarding the grievance. Within ten (10) days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 4. 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. The grievant and/or their representative must appear at said meeting to present information regarding the grievance. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee 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.

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

Section 7. 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 8. 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 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 BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Material Request: 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 them shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA.

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.

ARTICLE XIII DURATION

Section 1. Terms and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2020 through June 30, 2022. If either party desires to modify or amend this Agreement commencing on July 1, 2022, it shall give written notice of such intent no later than May 1, 2022. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) 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 Custodial/Maintenance employees of Independent School District 279. The provisions therein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current term of this Agreement, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except by mutual consent.

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

MEMORANDUMS OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS (ISD 279) & MINNESOTA TEAMSTERS PUBLIC & LAW
ENFORCEMENT EMPLOYEES UNION LOCAL #320

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MEMORANDUM OF UNDERSTANDING

TOPIC: Maintenance on Call

EFFECTIVE DATE: July 1, 2016

PURPOSE:

To better serve the emergency needs of the district, one employee in the maintenance person group will be on call 24 hours per day, seven days per week.

- On-call coverage will begin at 3:30 P.M. Friday, and end the following Friday (seven days) at 3:30 P.M.
- Maintenance employees will be compensated 7 hours of straight time at their normal hourly rate for the seven-day period of being on call.
- If it is determined that returning to work is needed, compensation will be per contract callback.
- The means of being contacted will be a district provided cell phone.
- The Maintenance Services office will develop a rotating schedule.
- Should conflict with the schedule occur, the person assigned to be on call will be responsible for finding a substitute and alerting the Maintenance Services office of the replacement.
- In the event a shortage of maintenance staff occurs, the Maintenance Services offices may require another trades group to perform the on-call duties.

MEMORANDUM OF UNDERSTANDING

TOPIC: Emergency Close

EFFECTIVE DATE: July 1, 2002

PURPOSE:

The purpose of this Memorandum of Understanding is to outline work expectations during inclement weather and/or District emergencies.

Work Expectations

- All members of the custodial unit are expected to report to work regardless of the circumstances of the student population.
- When school closes due to inclement weather it is mandatory for bargaining unit members to report to work.
- Absence from work will result in a pay deduct.
- Bargaining unit members shall receive one (1) day of paid vacation for each day the District closes due to inclement weather and the custodian reports for work.
- Only district supervisors/coordinators may designate varied work hours or assignments.

Custodial Unit Local 320 Members That Qualify for Payment and One Paid Vacation Day

- All morning and second shift custodians scheduled to work that report and work an 8-hour shift or the work hours designated by the district supervisor/coordinator.
- All third shift custodians scheduled to work the evening before the day of the school closing that report and work an 8-hour shift or the work hours designated by the district supervisor/coordinator.

Custodial Unit Local 320 Members That Qualify for Payment; However, Will Not Receive a Vacation Day

- All morning and second shift custodians scheduled to work that had a prearranged and approved absence such as, but not limited to, workers compensation, vacation or personal leave.
- All third shift custodians scheduled to work the evening before the day of the school closing that had a prearranged and approved absence such as, but not limited to, workers compensation, vacation or personal leave.

Custodial Unit Local 320 Members Whose Absence Will Result in a Pay Deduct

- All morning and second shift custodians that do not report to work and do not have a prearranged and approved absence such as, but not limited to, workers compensation, vacation or personal leave.
- All third shift custodians that did not report to work the evening before the day of the school closing and do not have a prearranged and approved absence such as, but not limited to, workers compensation, vacation or personal leave.
- Use of personal or family sick leave with pay will be permitted upon furnishing a medical certificate to HR from a qualified physician as evidence indicating such absence was due to illness.
- Staff that reported to work and do not work an 8-hour day or the work hours designated by the district supervisor/coordinator will be paid for half-day and receive a half-day deduct.

MEMORANDUM OF UNDERSTANDING

TOPIC: Part-time Employees

EFFECTIVE DATE: July 1, 2002

PURPOSE:

The purpose of this Memorandum of Understanding is to outline staffing of part-time positions in the event of job elimination of full-time employees with recall status.

- Part-time positions will be offered to full-time employees on recall status in seniority order.
- If a full-time employee on recall status accepts a part-time position, it will not affect recall rights to a full-time position.
- If a full-time employee declines a part-time position, the full-time employee will not be offered another part-time position and will remain on recall status for full-time positions only.
- If a full-time employee accepts a part-time position, the employee will be compensated according to Classification II.
- Full-time employees on recall status that accept a part-time position will remain eligible for health, dental and life insurance through COBRA and are responsible for the full cost of the premiums.
- The normal workdays for 4-hour custodians are the 172 student scheduled days as designated by the School Board.
- In the event of illness, part-time employees report their absence to the building head.
- If a personal need arises, the Coordinator, Facilities Operations, may grant time off without pay. Time off is not to exceed five days per year and may be granted only once during the school year.
- Part-time custodians are not eligible for benefit or leave provisions as contained in the Terms and Conditions of Employment.

MEMORANDUM OF UNDERSTANDING

TOPIC: Minnesota Teamsters Public & Law Enforcement Employees
Union Local #320 Severance Pay

EFFECTIVE DATE: July 1, 2007

AGREEMENT:

Subject to the limitations listed below, the school district will contribute severance pay to eligible employees as follows:

- Post-Retirement Health Care Savings Plan – 100% OF PAY

Employees who are exempted from participating in the Post-Retirement Health Care Savings Plan, as per IRS guidelines will receive severance pay in a cash payment subject to taxes.

All school district payments will be made according to the timeline and payment schedule as provided in the Terms and Conditions of Employment.

This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

This agreement does not set any precedent for any future issue.

MEMORANDUM OF UNDERSTANDING

TOPIC: Limits to Long-Term Disability Insurance Coverage

EFFECTIVE DATE: Upon ratification

Long-term disability coverage for chemical dependency and mental health will be limited to a combined 24 months of coverage per claim. The limitations will go into effect contingent on the agreement with all other bargaining groups in Osseo Area School District. If no agreement is reached among the groups, this language will be void. In the interim follow Article IX, Section 4.