

AGREEMENT

between

SOUTH WASHINGTON COUNTY ISD #833



and

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEE'S UNION LOCAL 320



MAINTENANCE

July 1, 2024, through June 30, 2026

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ARTICLE 1 - PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 833, Cottage Grove, Minnesota, hereinafter referred to as the School Board, and the Minnesota Teamsters Public and Law Enforcement Employee' Union, Local 320, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., provides the terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Minnesota Teamsters Public and Law Enforcement Employee' Union, Local 320, as the exclusive representative for custodial and maintenance employees employed by the School Board. The Union shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union is recognized as the exclusive representative of all custodial and maintenance employees, excluding supervisory, temporary, or seasonal employees whose services do not exceed 67 days per calendar year, and emergency employees.

Section 3. Job Classifications: Job classifications agreed by the School Board and the Union to be included within the appropriate unit are as follows:

Custodian	Senior High Night Lead
Night Engineer	Grounds Lead
Building Foreman	Middle School Foreman
Utility Grounds	Senior High Foreman
District Truck Driver	Maintenance - Chief
Utility Custodian	Maintenance - Mechanical
2nd Day Engineer Secondary	Maintenance - General
Warehouse Worker	Maintenance - Trainee
Middle School Night Lead	Maintenance Carpenter
Copy Operator	Warehouse Worker/Freight Driver
Grounds Foreman	Maintenance HVAC Technician
Float Custodian	

excluding all other job classifications of the School Board.

Section 4. Disputes: Disputes as to the inclusion or exclusion of a new or modified job classification may be referred to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

Terms not defined by this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 4 – SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Union 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 School Board, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

Section 2. Management Responsibilities: The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations, with its primary obligation being to provide educational opportunity for the students of the school district.

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

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent 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 Board.

ARTICLE 5 – EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or a representative of the employee 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 Union.

Section 2. Right to Join: Employees shall have the right to join the Union and shall have the right not to join the Union.

Section 3. Request for Dues Check-Off: Employees shall have the right to request and be allowed dues check-off for the Union, provided, that dues check-off and the proceeds thereof shall not be allowed the Union if it has lost its rights to dues check-off pursuant to Minnesota Statute § 179A.01 to § 179A.30 of the P.E.L.R.A. Upon receipt of a properly executed dues deduction card by the employee involved, the School Board will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Union during the period provided in said authorization. Deductions shall be made monthly and sent to the Union along with a list of names of all employees from whom deductions were made.

Section 4. Indemnification: The Union shall indemnify and hold the School Board harmless against any and all claims, orders or judgments made against the School Board in the administration of Section 3 of this Agreement.

Section 5. Personnel Files:

Subd. 1. Employees shall have the right to inspect their individual personnel files, and any other records in the possession of the School District consisting of public or private personnel data on the employee, as defined by the Minnesota Government Data Practices Act.

Subd. 2. Employees shall receive a copy of evaluatory materials which are initiated by the School Board or its designee and placed in the employee's individual personnel file.

Section 6. Union Business: In accordance with Minnesota statute 170A.01, subdivision 6; union members shall be afforded reasonable time off to conduct the duties of the exclusive representative. The union will provide notice to Human Resources or designee no less than 10 duty days prior to the effective date of union leave.

ARTICLE 6 - EMPLOYMENT

Section 1. Employment Status:

Subd. 1. Employees scheduled to a basic work day of six (6) hours or more shall be defined as full-time employees. Full-time employees shall be subject to all the terms and conditions of this Agreement.

Subd. 2. Employees scheduled to a basic work day of less than six (6) hours shall be defined as part-time employees. Part-time employees shall be subject to all the terms and conditions of this Agreement, except Articles 7 (Section 2); 8, 9, 13, 14, and 15.

Section 2. Health Requirements: Employees shall demonstrate physical fitness for their positions by passing the district pre-employment screening by a health provider who is cognizant of the physical demands of the job.

Section 3. Discipline: The School Board shall have the right to discipline employees for just cause.

Subd. 1. Disciplinary actions by the School Board shall include only the following:

- A. oral reprimand
- B. written reprimand
- C. suspension
- D. discharge

Subd. 2. A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article 17, provided, that if no appeal is made of such disciplinary action within seven (7) calendar days, this right to appeal is waived.

Subd. 3. An employee may request to have a Union Steward present in the event of disciplinary action. Notice of disciplinary action other than oral reprimand shall be in writing stating the reason(s), a copy of which shall be sent to the Union and to the Union Stewards.

ARTICLE 7 – JOB CLASSIFICATION AND WAGES

Section 1. Employees having a full-time employment status shall be compensated for all hours worked in accordance with the following Base Hourly Wage Schedules of their job classification and length of continuous service:

Subd. 1. Full-time Employees:

	7/1/2024	7/1/2025
Labor Grade 1		
Custodian Float Custodian	\$23.31	\$24.48
Labor Grade 2		
Utility Grounds District Truck Driver Utility Custodian 2nd Day Engineer Secondary Night Engineer	\$25.85	\$27.14
Labor Grade 3		
Middle School Night Lead Copy Operator Maintenance Trainee Elementary Foreman Warehouse Worker Warehouse Worker / Freight Driver	\$26.43	\$27.75
Labor Grade 4		
Senior High Night Lead Grounds Lead *Elementary Foreman (100,000 Sq. Ft.)	\$26.99	\$28.33
Labor Grade 5		
Middle School Foreman	\$28.13	\$29.54
Labor Grade 6		
Senior High Foreman Maintenance General Maintenance Mechanical	\$29.23	\$30.69
Labor Grade 7		
Maintenance HVAC Technician	\$37.16	\$39.02
Labor Grade 8		
Grounds Foreman Maintenance Chief Maintenance Carpenter	\$38.55	\$40.47

* Elementary Foreman – 100,000 Sq. Ft: Bailey Elementary, Cottage Grove Elementary, Grey Cloud Elementary, Liberty Ridge Elementary, Middleton Elementary, Nuevas Fronteras Spanish Immersion, Red Rock Elementary, and Valley Crossing Elementary.

Subd. 2. Full-time employees will receive an additional \$.05/hour for each full year of service by the full-time employee.

Subd. 3. Part-time and Seasonal Employees: Effective January 1, 2024, part-time employees will be paid \$20.00 per hour and stay at that rate with no movement.

Section 2. License Premium: Employees assigned to a job classification which requires a license as a condition of employment, shall receive an hourly premium for the required license in accordance with the following:

	7/1/2024
Chief's License	\$1.50
1 st Class License	\$1.35
2 nd Class License	\$1.20
Certified Pool Operators License	\$0.90
Special License at Liberty Ridge Site 2	\$0.50

Employees of record on July 24, 1986, shall not lose license pay as a result of the foregoing unless they voluntarily bid for and are awarded a job requiring a lower license.

Section 3. Shift Premium: Employees scheduled to a work shift which begins on or after 12:00 p.m. (noon) shall receive a \$0.25 per hour shift premium for each hour worked. Employees scheduled to a work shift which begins on or after 6:00 p.m. shall receive a \$0.30 per hour shift premium for each hour worked. Labor Grade 1 Float Custodians shall receive \$0.25 per hour premium for each hour worked.

Section 4. Mileage: Employees who are requested by the School Board or its designee to use their personal vehicle in the performance of assigned duties and responsibilities shall be compensated for mileage at a per mile rate established by the School Board, but not less than \$0.17 per mile.

Section 5. Pay Day: Pay days will be twice a month.

Section 6. New Job Classifications:

Subd. 1. In the event the School Board determines to establish a new job classification, the Union shall be notified in writing of such intent.

Subd. 2. The Union shall have the right to negotiate the wage rate for newly created job classifications which are within the bargaining unit.

Section 7. Service in a Higher Class: Employees who substitute in a position in a higher labor grade shall be paid in the higher labor grade. Service in a higher classification must be approved by supervisor and must be for a minimum of four (4) consecutive work hours in a shift.

Section 8. Lead Pay: Employees in the job classification of Night Engineer at elementary buildings with a buildings that are 100,000 square feet or more, evening custodians shall be paid a lead work differential of \$.20 per hour.

Section 9. Float Custodian Stipend: Float Custodians at Labor Grade 1 will receive an additional \$.60 per hour on their wages. This additional \$.60 pay includes Shift Premium pay, reference in Section 3 of this Article (\$.25 Premium Pay+ \$.35 Stipend = \$.60 total Float Custodian hourly stipend).

Section 10. Tuesday Through Saturday Custodian Stipend: Tuesday through Saturday Custodians at Labor Grade I will receive an additional \$200.00 per month stipend.

Section 11. Maintenance HVAC Stipend: HVAC positions at Labor Grade 7 and 8 will receive an hourly stipend of \$.90 per hour for EPA Certification and \$.55 per hour for Power Limited License, and \$.25 per hour for unlicensed/licensed certification.

Section 12. Non-Commercial Pesticide Licenses: Employees assigned to a job classification which requires a non-commercial pesticide license as a condition of employment, shall receive an hourly stipend for the required license in accordance with the following: A (CORE) \$0.90 per hour, E (Turf and Ornaments) \$0.55 per hour, H (Seed Treatment) \$0.30 per hour, J (Forestry and Rights of Way) \$0.30 per hour, P (Vertebrae pest control) \$0.30 per hour.

Section 13. Certified Pool Operators: Each employee in the positions of Maintenance Mechanic, Maintenance Chief, Maintenance HVAC Technician, Building Foreman, Secondary Day Engineers, and Night Lead or Night Engineer at any building that has a pool will be required to be a Certified Pool Operator. For employees in these classifications at the time of ratification of this agreement, training time will be provided, and course and test fees will be reimbursed when the employees pass the written test. Current employees who lose Certified Pool Operator certification will be assigned to a labor grade II position for which the employee is qualified for a minimum of six (6) months.

Other employees who have licenses of 1st class or above may be trained as Certified Pool Operators on School District time, with course and test fees at employee cost. The School District will reimburse the employee for the course and test fees when the employee passes the test.

Section 14. Loss of Licensure: Employees who lose licensure required in their job classification will lose license premium pay and may be terminated or reassigned.

Section 15. Safety Shoes: All employees shall be reimbursed for up to One Hundred Seventy-Five dollars (\$175) per school year (July 1 - June 30) to buy either one safety shoe and/or one cold weather boot. Original receipt is required along with a description of the footwear.

Section 16. Special Projects Compensation: An employee who is directed by the Director of Facilities or designee to secure vendor/contractor price quotes, coordinate project construction or other project issues may be paid an additional stipend not to exceed \$100.00 per week for the time this work is performed. At the discretion of the Director of Facilities.

ARTICLE 8 – GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board. The specifications established by the insurance contracts between the School Board and the insurance carriers shall not be reduced during the term of this contract, except as allowed by law.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Single Employee Coverage: The School Board shall contribute (See chart in Subd. 3) toward the monthly premium for single coverage for all eligible Maintenance and Custodial staff employed by the School Board who qualify for and are enrolled in the group health, hospitalization, and major medical insurance programs. Additionally, employees on the Single High Deductible plan will receive a \$3,200 annual contribution toward a VEBA (Voluntary Employee Beneficiary Association) account.

Subd. 2. Family Coverage: The School Board shall contribute (See chart in Subd. 3) toward the monthly premium for family coverage for all eligible Maintenance and Custodial staff employed by the School Board who qualify for and are enrolled in the group health, hospitalization, and major medical insurance programs. Additionally, employees on the Family High Deductible plan will receive a \$3,500 annual contribution toward a VEBA (Voluntary Employee Beneficiary Association) account.

VEBA: Employees enrolling in the High Deductible Insurance Plan, single or family, are eligible for the negotiated District VEBA contribution. The plan year shall run January 1st through December 31st. Any employees enrolling in the VEBA plan with an effective date other than the first day of the plan year would have their contribution prorated on a per pay period basis. Upon separation, an employee would retain what is in the employee's account. Any balances in employee accounts will roll over into the next plan year.

Subd. 3.

Health Insurance monthly premium contributions provided by District 833							
<i>Contributions are effective January 1 - December 31 of identified years below</i>							
Coverage Options	Single Coverage			Coverage Options	Family Coverage		
	2024	2025	2026		2024	2025	2026
\$25 Co-Pay	\$300.00	\$300.00	\$300.00	\$25 Co-Pay	\$800.00	\$800.00	\$800.00
\$15 Co-Pay	\$300.00	\$300.00	\$300.00	\$15 Co-Pay	\$800.00	\$800.00	\$800.00
High Deductible	\$650.00	\$702.00	\$758.16	High Deductible	\$1,480.00	\$1,628.00	\$1,709.40

Section 3. Life Insurance: The School Board shall contribute to a maximum of \$9.50 toward the monthly premium of a \$50,000 term life insurance program for all eligible full-time employees employed by the School Board who are enrolled in the School Board group term life insurance program.

Section 4. Long Term Disability Insurance: The School Board shall provide long term disability insurance for all eligible employees. Participation in the long-term disability insurance program shall be mandatory for all eligible full-time employees. The employee shall pay the monthly premium for the long-term disability insurance program.

Section 5. Dental Insurance:

Subd. 1. Single Coverage: The School Board shall contribute to a maximum of \$42.96 toward the monthly premium for single coverage for all eligible full-time employees employed by the School Board who qualify and are enrolled in the School Board group dental insurance program.

Subd. 2. Family Coverage: The School Board shall contribute to a maximum of \$75.00 toward the monthly premium for single coverage for all eligible full-time employees employed by the School Board who qualify and are enrolled in the School Board group dental insurance program.

Section 6. Payroll Deductions: The difference between the monthly costs of the group insurance programs and the School Board's contributions established by Sections 2, 3, 4, and 5 of this Article shall be paid by enrolled employees through payroll deduction.

Section 7. Voluntary Participation: Participation by any eligible full-time employee in the insurance programs established by this Article in sections 2, 3, and 5 is voluntary. Eligible full-time employees who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8. Claims Against the School Board: The School Board and the Union agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the School Board and the insurance carrier pursuant to this Article. The School Board's only obligation is to contract for insurance policies and contribute such amounts as established by this Article. No claim shall be made against the School Board as a result of a denial of insurance benefits or eligibility by an insurance carrier.

Section 9. H.M.O. Option: Full-time employees may individually elect to enroll in School Board sponsored H.M.O. insurance programs. The School Board's contribution toward a sponsored H.M.O. program shall not exceed the amounts established by Section 2, Subd. 1 and 2 of this Article.

Section 10. Duration of Insurance Contributions: Full-time employees are eligible for School Board contributions as provided in this Article as long as the employee is employed by the School Board. Upon termination of employment, all School Board contributions shall cease, effective on the last working day.

ARTICLE 9 – PAID ABSENCE LEAVE

Section 1. Rate of Accumulation: Full-time employees shall be credited with fifteen (15) days of paid absence leave as of July 1 of each school year.

Subd. 1. Full-time employees hired other than on July 1 shall be credited with a pro-rated amount of paid absence leave.

Subd. 2. Full-time employees who terminate employment prior to the completion of a school year who have exhausted their paid absence leave, shall reimburse the School Board for paid absence leave used in excess of the prorated portion of leave earned based upon the number of days worked to the total work year.

Section 2. Maximum Accumulation: Unused paid absence leave shall accumulate to an unlimited amount.

Section 3. Uses of Paid Absence Leave: Paid absence requests shall be considered for approval in accordance with procedures established by the District.

Subd. 1. Absences Because of Illness or Injury to the Employee:

- A. Full-time employees who are unable to perform work duties and responsibilities because of personal illness, injury or temporary disability shall notify their supervisor as soon as possible prior to the start of the employee's basic work day.
- B. Approval of a requested paid absence leave due to personal illness or injury is in all cases subject to the approval of the Director of Facilities, or designee in accordance with MN State Statutes and ESST (Earned Sick and Safe Leave).
- C. Prior to the final approval of paid absence leave, the Director of Facilities, or designee shall have the right to require the employee to furnish medical evidence from a qualified physician in accordance with MN State Statutes and ESST (Earned Sick and Safe Leave), indicating such absence was due to personal illness or injury. In the event of an absence of three (3) consecutive days or greater, the employee shall furnish medical evidence from a qualified physician in accordance with MN State Statutes and ESST (Earned Sick and Safe Leave) to the Director of Facilities, or designee, indicating such absence was due to personal illness or injury.
- D. Approved paid absences due to personal illness or injury shall be deducted from the employee's accumulated paid absence leave.

Subd. 2. Absences Because of Illness or Injury in the Employee's Family:

- A. In the event of an illness or injury in a full-time employee's family, for which other care cannot be arranged, an employee may be granted paid absence leave; in accordance with MN statute 181.9413, to be deducted from the employee's accumulated paid absence leave.
- B. Approval of a request for paid absence leave due to family illness or injury and the duration of the paid absence shall be approved in accordance with MN statute 181.9413. Employees shall have the personal responsibility to notify the Supervisor of an intended absence in a reasonable time prior to the start of their basic workday by entering an absence request in Skyward.
- C. Family member and eligibility are defined per applicable federal and state statutes.
- D. Prior to the final approval of paid absence leave, the Director of Facilities or designee shall have the right to require an employee to furnish medical evidence from a qualified physician, indicating such absence was due to family illness or injury.

Subd. 3. Bereavement Leave:

- A. In the event of a death in a full-time employee's family an employee may be granted to a maximum of (3) days of paid absence leave per death.
- B. Approval of a request for paid absence leave due to a death, and the duration of the paid absence, is in all cases subject to the discretion of the Director of Facilities, or designee.

- C. Family, for the purposes of this Subdivision, shall be defined as the employee's family member, household member, or friend.
- D. An additional 2 days of paid absence may be approved by the Director of Facilities, or designee in unusual circumstances where travel or funeral arrangements are involved.
- E. Approved paid absence due to a death in an employee's family shall be deducted from the employee's accumulated paid absence leave.

Subd. 4. Absences Because of an Injury on Duty:

- A. Upon the request of a full-time employee who is absent from work as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School Board will pay the difference between the compensation benefits received by the employee and the employee's daily rate of pay to the extent of the employee's accumulated paid absence leave.
- B. Such difference shall be paid by the School Board to the employee only for the period of disability or until the employee's accumulated paid absence leave is exhausted.
- C. The deduction from the employee's accumulated paid absence leave shall be an amount necessary to equal the difference between the Workers' Compensation benefits and the employee's daily rate of pay.

Subd. 5. Absences Because of Jury Duty Service: Full-time employees called to serve on a jury shall receive the difference between jury fees and their normal work day compensation for each work day of absence due to jury duty. Such compensation shall not decrease the employee's balance of Paid Absence Leave.

Subd. 6. Absences Because of Personal Business/Emergency:

- A. In the event it is necessary for a full-time employee to be absent to conduct personal business which cannot be attended to outside of the employee's basic work day, an employee may be granted 3 days of paid absence leave per work year at the discretion of the Director of Facilities, or designee. Approved paid absence due to personal business shall be deducted from the employee's accumulated paid absence leave.
- B. Requests for personal business leave shall be made at least seven (7) calendar days in advance to the Director of Facilities, or designee, and shall be subject to the approval of the Director of Facilities, or designee.

Subd. 7. Absences Because of Adoption/Foster Care: Full-time, benefit eligible, and part-time employees with accrued paid absence leave will be granted up to 6 weeks leave for the adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of, the child's placement in the adoptive parent's home, for the purpose of arranging for placement or caring for the child after placement. Additional days may be requested, subject to the approval of the Director of Facilities, or designee on a case-by-case basis. Approved paid absences for the purposes of adoption shall be deducted from the employee's paid absence leave. Employees shall be granted up to ten (10) days of paid absence leave per school year for the placement of a foster child. Additional days may be requested, subject to the approval of the Director of Facilities, or designee on a case-by-case basis. Approved paid absences for the purposes of foster placement shall be deducted from the employee's paid absence leave.

Section 4. Child School/Activity Leave: In accordance with Minnesota Statute 181.9412, the Employer will grant a full-time employee leave up to a total of sixteen (16) hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. The employer will grant part-time employees who work twenty (20) hours or more per week the equivalent of up to a total of two (2) work days during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. Requests for School Conference Leave shall be made in writing at least seven (7) calendar days in advance to the Supervisor, except in the event of an emergency. School Conference and Classroom Activities will apply only to students in grades Kindergarten through 12. Approved School Child Activity leave shall be deducted from the employee's accumulated paid absence leave.

Section 5. Notice to Director of Facilities, or designee: Full-time employees shall have the personal responsibility to notify the Director of Facilities, or designee of an intended absence a reasonable time prior to the start of their basic work day, in no event less than four (4) hours prior to the start of their basic work day. Absence will be entered into the online employee access tool within 24 hours of returning to work. Employees failing to give such notice may not be eligible for any paid absence established by this Article.

Section 6. Compensation During Paid Absence: Full-time employees who have the approval of the Director of Facilities, or designee for a paid absence, established by Section 3, shall be compensated at their daily rate of pay for each basic work day of absence.

Subd. 1. The paid absence compensation shall not exceed the employee's daily rate of pay.

Subd. 2. Paid absence leave compensation shall cease when a full-time employee's paid absence leave accumulation is exhausted.

Section 7. Separation from Employment: Upon termination of employment accumulated paid absence leave shall be waived.

ARTICLE 10 – HOURS WORKED

Section 1. Basic Work Day: The basic work day for full-time employees shall consist of 8½ consecutive hours, including ½hour unpaid lunch period, except in buildings with only one custodian assigned per shift whose basic work day shall consist of 8 consecutive hours.

Section 2. Basic Work Week: The basic work week for full-time employees shall consist of five (5) consecutive basic work days.

Section 3. Part-time and Temporary Employees: The School Board reserves the right to employ and schedule work for part-time and temporary employees as it deems necessary to meet the needs of the custodial and maintenance program.

Subd. 1. Custodial or maintenance employees who are laid off and awaiting recall to full-time positions shall be given the first opportunity, in seniority order, for available part-time work for which the employee has the qualifications, including the appropriate license, and the ability to perform the duties and responsibilities. Notice of available part-time work shall follow the procedure established in Article 20, Section 4. Employees failing to respond or who fail to report to work or who decline part-time work shall waive any further right to part-time work under this subdivision, but shall not waive the right to recall to full-time work. The acceptance of part-time work under this subdivision shall not increase the employee's accrued seniority with regard to full-time work.

Subd. 2. The School Board may employ part-time or temporary employees while the recall procedure of Subdivision 1 is being administered.

Section 4. Work Schedules: Employees shall be assigned starting times, shifts, and work weeks effective at the beginning of each school year as determined by the School Board or designee. Annual written notice to the employee shall not be required if the assignment is unchanged from the previous year. Once starting times and shifts are posted for the school year, they cannot be changed in excess of two hours or to affect shift premium eligibility, except in the case of an emergency should it become necessary, or when it is mutually agreeable between the District, the employee, and the Union.

Section 5. School Closings: In the event that school is closed by the District for any emergency maintenance employees are to report to work at their regularly scheduled shift time unless notified otherwise. If employees are not required to perform work as determined by the Director of Facilities or designee, the employees' wages shall be reduced accordingly, or the employee may use a vacation or personal business day. In the event of a state-wide weather emergency school closing initiated by someone other than district personnel, where essential employees are required to report to work, and the maintenance employee does report for their assigned shift, the employee will be awarded time and a half pay for the hours worked that day.

Section 6. Overtime:

Subd. 1. Overtime shall be defined as hours assigned and worked in excess of the basic work day or basic work week.

Subd. 2. All hours assigned and worked in excess of the basic work day or the basic work week shall be compensated at the rate of 1½ times an employee's hourly wage, to include the Basic Hourly wage and any applicable premium, lead, license or service pay.

Subd. 3. All hours assigned and worked within eight hours of the end of a completed work shift shall be compensated at the rate of 1½ times an employee's hourly wage, to include the Basic Hourly wage and any applicable premium, lead, license, or service pay. Employees in the class of Utility Custodian and Substitute Custodian, for whom the turn-around time shall be twelve hours.

Section 7. Call-Back:

Subd. 1. The School Board retains the right to call-back employees prior to the start of the basic work day, after completion of the basic work day, or an employee's scheduled day off.

Subd. 2. Employees called back to work shall receive a minimum of two (2) hours at the overtime rate.

Section 8. On-Call:

Subd. 1. During non-operating hours, there shall be one maintenance employee who will be required to wear and monitor at all times an electronic communication device (i.e. pager, cell phone or similar device). The employee will be responsible for responding to emergency or critical needs as identified by local police and fire personnel, life safety monitoring agencies, or District administration.

Subd. 2. As of 7/1/2023, employees scheduled for a seven (7) day on call period shall be paid \$325.00 for monitoring, responding and travel. Additionally, should the employee be required to perform work, the employee shall be paid time and one-half (1½) for all hours worked with a minimum of two (2) hours.

Subd. 3. Additional employees may be included on the on-call list provided they are approved by the Director of Facilities and meet the following criteria; Possess a Chief Engineer operating license and a Certified Pool Operator certificate, live within a thirty (30) minute response time, possess a valid vehicle operator's license and have demonstrated the ability to make sound decisions and take appropriate corrective action.

Subd. 4. The on-call list of eligible employees will be reviewed on an annual basis.

ARTICLE 11 - JOB POSTING, PROMOTION, TRANSFER

Section 1. Job Posting: When a vacancy to be filled occurs, the position is to be posted within 7 calendar days. The notice is to be posted electronically and an email will be sent out to notify employees of the posting available for bid. The job posting will be for a period of seven (7) calendar days and all bids must be submitted electronically. All job postings shall include the job classification, hours, wages, and location of the posted position.

Subd. 1. Posted new job classifications or vacant positions shall normally be filled by the School Board or designee within twenty-one (21) calendar days during the school year, and thirty-six (36) calendar days during the summer months of the end of the posting period. If this is not possible, the Union and the Union Stewards shall be notified and advised when the action will take place.

Subd. 2. Employees may bid for any vacant position they are qualified for. Employees may not bid into a position in which a member of the same household, who is also a member of the Union, works in that building. Employees may bid and be awarded a new position no more than once every six (6) months for lateral positions. Once an employee bids, if he/she is the highest qualified bidder and turns it down that counts as their bid.

Subd. 3. New job classifications or vacant job positions will be filled based upon the principal of "promotion from within". The position will be awarded in seniority order from among bidding employees with the qualifications, including the appropriate license, and the ability to perform the duties and responsibilities of the vacant job position. Employees may not bid or apply for a different position if they have had a disciplinary action of a written reprimand or greater within twenty-six (26) weeks prior to the posting date.

Subd. 4. In the event a vacant position is not filled by a bid, the least senior qualified employee may be assigned to the vacant position, notice of such assignment shall be given to the Stewards.

Subd. 5. Vacancies may be filled on a temporary basis, without regard for classification, for a period not to exceed ninety (90) calendar days. Employees assigned to a higher paid position shall be paid at the higher classification. Employees assigned to a lower paid classification shall retain the pay of their higher paid classification during the temporary assignment.

Subd. 6. If the vacancy is expected to exceed the ninety (90) days, the position shall be posted as a "temporary assignment".

Subd. 7. The District shall provide notification of the successful applicant to the Stewards and the Union office in a timely fashion.

Section 2. Transfers: Employees may be transferred by the School Board. Notice of such transfer will be sent to the Union. If such a transfer results in less total wages for the transferred employee, the transfer decision may be appealed to the School Board for review.

Section 3. Maintenance Positions: Vacant maintenance positions shall be filled through the procedure contained in this article.

Section 4. Outside Applicants: The District may fill any position with an outside applicant if internal candidates do not have the needed qualifications.

Section 5. Temporary Employees: Temporary employees shall be considered as candidates for permanent job openings. If hired to a permanent position, the temporary employee shall serve a probationary period as provided in Article XII, beginning with the first work day in the permanent position. If there is a break in service between the temporary and permanent appointments so long as such break is not greater than the time worked in temporary position, their seniority shall include the service in the temporary appointment.

Section 6. New Job Qualifications: The District shall give ninety (90) days' notice of new qualifications for any position covered by this Agreement. The incumbents will not be affected by any changes.

Section 7. Lateral Move or Step Down: If there is a lateral move or step down position, there will be no trial period, and you will not be able to return to your old position.

ARTICLE 12 - PROBATIONARY PERIOD

Section 1. Initial Probationary Period: All new employees shall serve a six (6) month initial probationary period, during which time the School District shall have the unqualified right to discipline or discharge such employee, and the employee shall have no recourse to the grievance procedure insofar as discipline or discharge are concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probation Upon Change in Classification:

Subd. 1. An employee who changes job classifications shall serve a new probationary period of six (6) months. The probationary period shall commence on the date the employee permanently assumes the duties of the new position. During the probationary period a performance evaluation will be conducted at the approximate mid-point of the probationary period to share deficiencies in the employee's performance and to outline corrective action.

Subd. 2. Employees not successfully completing the probationary period shall be returned to a vacant position in their former classification, or the most recently filled position in their former classification if a vacant position does not exist. The employee shall have no recourse through the grievance procedure, provided the mid-point evaluation was conducted as required.

Subd. 3. Vacancies created by an employee not completing a probationary period shall be re-posted in accordance with the contract language.

Subd. 4. An employee shall not be required to complete an additional probationary period if transferred or returning to a former job classification for which a probationary period has been successfully completed.

Subd. 5. Within the first ten (10) working days of the probationary period an employee may choose to return to their former position. The Director of Facilities, or designee, will determine when, within sixty (60) working days of receiving notification of the employee's intent to return, the employee is returned to their former position.

Section 3. Probationary Extension: If the School District feels unusual circumstances exist, and if at least three performance reviews have been conducted at approximately 30, 60, and 90 calendar days of service, the School District may request that the employee's probationary period be extended for up to 6 additional months. The employee and the Union must agree to any such extension in writing.

Section 4. Regular Employee: Employees who successfully complete the initial probationary period shall be considered to be regular employees and shall be added to the seniority list as provided in Article 13. Regular employees may be disciplined or discharged only for cause. A regular employee who is disciplined or discharged shall have access to the grievance procedure.

Section 5. Bidding: Employees in their initial probationary period shall not be eligible to assume any other assignment through the provisions of Article 11, except at the discretion of the Director of Facilities or designee.

ARTICLE 13 - SENIORITY

Section 1. Definition: Seniority shall be defined as the length of continuous full-time employment with the School Board in any job classification covered by this Agreement.

Section 2. Seniority Date: Following the completion of the probationary period, as provided by Article XII, Section 2, an employee's seniority date shall be established as the first day of employment and shall be placed on the seniority list.

Section 3. Loss of Seniority: Employees shall lose their seniority standing in the event of retirement, resignation, discharge, failure to report to work, or after six (6) months in a District Management position.

Section 4. Break in Seniority: Employees shall not earn seniority credit during an unpaid leave of absence as provided by Article 16, Section 1.

ARTICLE 14 - VACATIONS

Section 1. Vacation Schedule: Full-time employees shall accrue paid vacation in accordance with the following schedule based on years of continuous employment as of June 30:

Following 1 year of continuous employment	1 day per month = 12 days of vacation
Following 5 years of continuous employment	1.42 days per month = 17 days of vacation
Following 8 years of continuous employment	1.67 days per month = 20 days of vacation
Following 12 years of continuous employment	1.83 days per month = 22 days of vacation
Following 16 years of continuous employment	2 days per month = 24 days of vacation
Following 20 years of continuous employment	2.17 days per month = 26 days of vacation
Following 23 years of continuous employment	2.33 days per month = 28 days of vacation

Section 2. Continuous Employment Credit: For the purpose of establishing continuous employment for vacation accrual rate, employees shall be assigned a July 1 continuous employment date.

Subd. 1. Employees shall have their vacation hours front loaded each July 1st. Probationary employees shall not be allowed to utilize vacation hours during their probationary period.

Subd. 2. Employees hired after July 1 and before January 1 shall be assigned the previous July 1 as a continuous employment date.

Subd. 3. Employees hired after January 1 and before July 1 shall be assigned the following July 1 as a continuous employment date.

Subd. 4. Employees having less than 1 year continuous employment prior to their July 1 continuous employment date shall earn a pro-rata amount of vacation as established by this Article.

Section 3. Vacation Selection:

Subd. 1. Vacation may be taken at any time during the calendar year, mutually agreed upon by the employee and the Director of Facilities or designee. The School District guarantees that during the summer months the vacation requests will be approved as long as not more than 50% of the employees in a given building or work unit are gone at any one time. More than 50% of the employees in one building or work unit may be gone at one time with permission of the Director of Facilities or designee.

Subd. 2. Vacation requests for the summer months and the subsequent school year received by May 1 will be approved on a seniority basis provided it will not result in any given building being under covered or uncovered. Requests received after May 1, will be approved on a first applied, first approved, basis.

Subd. 3. The Employer will notify employees requesting vacation received before May 1 of their denial or approval in writing within 3 weeks of May 1. Employees requesting vacation time of more than three consecutive days shall be submitted in writing at least two weeks in advance of the time requested unless an emergency exists. The Director of Facilities or designee will notify employees of their approval or denial not more than one week after receiving their request for vacation. Request for three days or less of vacation shall be made at least one day in advance of start of the shift and approved in a timely manner. "Same day" vacation requests will not be granted.

Subd. 4. Vacations shall not be granted during the week (Monday - Sunday) that the school year ends, and the following week. Vacation shall not be granted the week school starts. The school district reserves the right to limit the number of employees taking vacation to assure the school's needs can be met.

Section 4. Vacation Usage/Maximum Accrual: Employees may accrue a vacation balance to a maximum of one and one-half (1½) times the employees annual accrual. Example: An employee accruing 10 days of vacation annually may carry a maximum balance of 15 days' vacation.

Section 5. Vacation Compensation: Vacation compensation shall be paid at the employee's current daily rate of pay. Additionally, employees have the option to cash-in up to 80 hours of unused vacation days at the end of each school year. The cash-in request must be submitted to the Director of Facilities or Designee by May 15th each year.

Section 6. Holidays Occurring During Vacation: Holidays established by Article 15 which occur during an employee's scheduled vacation shall not be deducted from earned vacation.

Section 7. Separation: Employees who are terminated or resign from employment will be compensated for all unused vacation. Employees who resign should give at least 14 calendar day's prior written notice of resignation to the District.

ARTICLE 15 - HOLIDAYS

Section 1. Holidays: The following 12 holidays shall be observed as paid holidays for full-time employees:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before or after Christmas Day
- Christmas Day
- Day before or after New Year's Day
- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Juneteenth

Section 2. Observance:

Subd. 1. Employees scheduled to a Monday through Friday work week shall observe each of the above listed 12 holidays on the calendar day as established by the School Board.

Subd. 2. Employees scheduled to a work week of other than Monday through Friday shall observe each of the above listed 12 holidays on a day mutually agreed to by the Director of Facilities, or designee, and the employee.

Section 3. Premium: Employees scheduled to work on their observed holiday shall be compensated for all hours worked at 2½ times the employee's Base Hourly Wage.

Subd. 1. Employees scheduled to work on either Saturday or Sunday of the following holiday weekends shall be compensated for all hours worked at 2½ times employee's base hourly wage (e.g. holiday pay plus 1½ base hourly wage for all hours worked.):

- A. Martin Luther King Day – The Saturday and/or Sunday before
- B. Memorial Day – The Saturday and/or Sunday before
- C. Labor Day – The Saturday and/or Sunday before
- D. Thanksgiving – The Saturday and/or Sunday after
- E. Easter – The Saturday and/or Sunday of Easter Weekend
- F. Christmas – December 24, 2024, December 25, 2024, December 23, 2025, December 24, 2025

Section 4. Eligibility: To be eligible for holiday pay as established by these Article employees shall have worked their scheduled basic work day before and after their observed holiday. Employees on an approved paid absence as provided by this Agreement shall be considered to have worked their scheduled basic work day before and/or after the holiday.

ARTICLE 16 - LEAVES OF ABSENCE

Section 1. Unpaid Leave of Absence:

Subd. 1. A full-time employee who has been employed by the School Board for 2 full years may request a leave of absence without pay for a period not to exceed twelve (12) months.

Subd. 2. The request shall be submitted in writing, detailing the reason for the request and containing the dates of departure and return. The School Board may grant the request, subject to the following conditions:

- A. An Unpaid Leave of Absence shall not be granted for the purpose of acquiring other employment outside the District.
- B. An Unpaid Leave of Absence, when granted, shall be for a period of time as agreed upon between the Director of Facilities, or designee, and the employee and approved by the School Board.
- C. An employee returning from an Unpaid Leave of Absence shall be returned to the employee's former position or to a position of like status and pay. Employees not returning to work at the expiration of their leave of absence shall be considered to have resigned.

Subd. 3. Subject to the provisions of this Contract and the limitations of the group insurance program established by Article VIII, an employee on an Unpaid Leave of Absence may continue to participate in the group insurance programs. An employee choosing to continue participation shall pay the entire monthly premiums of such programs effective on the date the Unpaid Leave of Absence begins.

Subd. 4. Unpaid Leaves of Absence granted by the School Board shall be in writing and shall contain the dates of departure and return.

Section 2. Unpaid Medical Leave of Absence: Full-time employees may request an Unpaid Medical Leave of Absence not to exceed one (1) year of service. An employee's position may be posted temporarily pending their return, subject to the best interests of the School District. An employee returning from an unpaid medical leave shall be entitled to return to his/her former position.

Subd. 1. Requests for an Unpaid Medical Leave of Absence shall be in writing and shall be accompanied by a medical statement indicating the extent of illness or injury and the expected duration of the leave.

Subd. 2. Employees shall not continue to accrue seniority while on an unpaid Medical Leave of Absence.

Subd. 3. Subject to the provisions of this Agreement and the limitations of the group insurance programs established by Article VIII, an employee on an Unpaid Medical Leave of Absence may continue to participate in the group insurance programs. An employee choosing to continue participation shall pay the entire monthly premium of such programs effective on the date the Unpaid Medical Leave of Absence begins.

Section 3. Military Leave: A Military Leave of Absence shall be granted in accordance with and subject to applicable statutes.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1. Definition: A grievance shall be defined as a dispute which arises concerning the application or interpretation of the terms of this Agreement.

Section 2. Time Periods: If a grievance is not appealed to the next step within the specified time limits or any mutually agreed to extension, the grievance shall be considered settled on the basis of the District's last response.

Subd. 1. If a response from the District is not received within the specified time limits, the grievance shall be considered denied and can be appealed to the next step.

Subd. 2. The time periods indicated at each step of the grievance procedure shall be considered the maximum and every effort shall be made to expedite the grievance process.

Subd. 3. The time periods indicated at each step of the grievance procedure may be extended by mutual consent.

Subd. 4. The filing or service of any notice or document shall be considered timely if it bears a postmark of the U.S. Postal Service within the specified time period of each step.

Section 3. Adjustment of Grievance: A grievance, as defined by Section 1, shall be resolved in the following manner:

Step 1. The grievance shall be presented to the Director of Facilities, in writing, within fifteen (15) working days from the date the employee knew of the alleged contract violation. The Director of Facilities shall meet with the employee, a Union steward and/or Union Business Representative within fifteen (15) working days of receipt of the grievance to discuss and seek resolution of the grievance. A written response shall be submitted to the employee within fifteen (15) working days of the date the grievance was heard. A grievance not resolved at Step 1 may be appealed to Step 2. The appeal shall be submitted in writing within fifteen (15) working days from receipt of the Step 1 decision. The appeal shall be submitted to the Director of Human Resources, or designee.

Step 2. The Director of Human Resources, or designee, shall meet with the employee, a Union steward and or Union Business Representative within fifteen (15) working days of receipt of the appeal to attempt to resolve the grievance. The Director of Human Resources shall provide a written response to the employee within fifteen (15) working days of hearing the grievance. If the grievance remains unresolved, the grievance may be appealed to Step 3. The appeal shall be submitted in writing within fifteen (15) working days from receipt of the Step 2 decision. The appeal shall be submitted to the Director of Human Resources or designee.

Step 3. Within fifteen (15) days following the receipt of a timely appeal the Director of Human Resources shall schedule a grievance mediation with the Bureau of Mediation Services. If the grievance remains unresolved, the grievance may be appealed to Step 4. The appeal shall be submitted in writing within fifteen (15) working days from the date of the Step 3 grievance mediation. The appeal shall be submitted to the Director of Human Resources or designee.

Step 4. The School Board, or its designee(s) shall set a time to hear the grievance within fifteen (15) working days of receipt of the appeal. At the option of the School Board, a committee or representative(s) of the School Board may be designated to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board, or its designee(s), shall provide a written response within fifteen (15) working days of hearing the grievance. If the grievance remains unresolved, it may be appealed by the Union, in writing, to arbitration. The appeal must be submitted within fifteen (15) working days following receipt of the School Board decision

Section 4 Arbitration: Upon proper appeal, a grievance shall be submitted to arbitration in accordance with the following provisions:

Subd. 1. If a grievance is appealed to arbitration, representatives of the School Board, or its designee, and the Union shall meet and attempt to mutually agree on a suitable arbitrator. If the parties cannot agree upon an arbitrator, either party may request the Public Employment Relations Board (P.E.R.B.) to submit a list of five (5) arbitrators from which the parties shall select one (1). Method of selection shall be in accordance with the rules of the P.E.R.B. Failure to request a list of arbitrators within twenty (20) working days after the request for arbitration shall constitute waiver of the grievance.

Subd. 2. The jurisdiction of the arbitrator shall not extend to proposed changes in the terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy, as the functions and programs of the School Board, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel. The arbitrator's decision shall be confined to the written grievance based solely on the arbitrator's interpretation of this Agreement and evidence and testimony provided at a hearing. A transcript shall be made of the hearing.

Subd. 3. The arbitrator will issue a decision, in writing, to both parties.

Subd. 4. A valid arbitrator's decision shall be binding on the School Board, the Union and the employee(s).

Subd. 5. Each party shall bear its own expenses in connection with the arbitration, including expenses related to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript and any other expenses which the parties mutually agree are necessary to conduct the arbitration.

Section 5. Exclusive Remedy: The procedure established by this Article shall be the sole and exclusive means to resolve grievances as defined by Section 1 of this Article.

ARTICLE 18 - RETIREMENT

Section 1. Contributions: The School Board shall make P.E.R.A. and F.I.C.A. retirement contributions on behalf of eligible employees in accordance with State and Federal law.

ARTICLE 19 - SEVERANCE PAY

Section 1. Eligibility: Full-time employees, as defined in Article 6, Section 1, Subd. 1, who have completed at least ten (10) years of continuous service with the School Board and who are at least fifty-five (55) years of age shall be eligible for a severance payment, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board.

Subd. 1. Leaves of Absence: Time spent on approved Leaves of Absence, as provided in Article 9, Section 1, shall be included in the calculation of years of continuous service.

Subd. 2. Determination of Age: For purposes of this Article, an employee's age shall be that attained on the date the employee elects to retire.

Subd. 3. Discharge for Cause: This Article shall not apply to any employee who has been discharged for cause by the School Board.

Section 2. Basis of Severance Payment: For full-time employees, at the time of retirement/resignation, qualifying employees shall have their choice of one of the two Options listed below for calculation of their severance payment.

Subd. 1. Option 1: A qualifying employee, upon retirement/resignation shall be eligible to receive a severance payment in an amount obtained by multiplying five (5) times the employees unused paid absence leave at the time of retirement, not to exceed 100 days times the employee's daily rate of pay, not to exceed \$17,500.00;
OR

Subd. 2. Option 2: A qualifying employee, upon retirement/resignation, shall be eligible to receive a severance payment in an amount obtained by multiplying two (2) times the employee's unused paid absence leave at the time of retirement, not to exceed 200 days times the employee's daily rate of pay, not to exceed \$27,500.00.

The intent of this subdivision is to provide retirement severance in conjunction with Social Security payments. In the event Social Security eligibility changes, the School District will in good faith negotiate adjustments to this schedule.

Subd. 3. Daily Rate of Pay: The daily rate of pay shall be determined by multiplying the employee's base hourly wage as established by Article 7, Section 1, Subd.1, by 8.

Section 3. Maximum Payment: The maximum early retirement payment benefit, under the provisions of this Article shall be \$17,500 under Option 1 and \$27,500 under Option 2.

Section 4. Payment: Upon retirement, an employee shall receive a single severance payment, unless two payments are required by law, within thirty (30) days following the date of retirement and given the Human Resources Department has received all proper documentation and all district property has been returned.

Subd. 1. Deductions: Deductions shall be made from the severance payments only as required by law.

Subd. 2. Beneficiary: If the employee dies after the effective date of retirement but before the total severance payment has been received, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Subd. 3. Said payment will be paid directly into the retiree's TSA account, as designated by the retiree.

Section 5. Insurance: Employees who retire prior to age 65, and who retire with at least ten years of service and who are at least 55 years of age, or who retire with at least five years of service and are at least 60 years of age, shall be eligible to continue to participate in the group health and hospitalization insurance program or the HMO option established by Article 8 of this contract.

Subd. 1. Retired employees shall pay the entire monthly premiums of such insurance program in which they elect to participate.

Subd. 2. Retired employees eligibility for participation in the group health and hospitalization program or the HMO option as defined in this Section shall cease at age 65.

Section 6. TSA/Matching Plan: All full-time employees who have completed at least three (3) years of full-time continuous service to the School District are eligible to participate in a Tax Sheltered Annuity (TSA) or 403B matching plan.

Subd. 1. Contributions: The School Board shall provide an equal match to an eligible employee's contributions to a maximum of twenty-five hundred dollars (\$2,500.00) annually, January to December, in twenty- four (24) equal installments.

Subd. 2. Severance Reduction: An employee eligible for a severance payment (Option 1 or Option 2) as provided in Sections 1 through 2 of this article shall have their maximum severance amount reduced by an amount equal to the Board's total contribution to the employee's matching plan.

ARTICLE 20 - REDUCTION OF WORK FORCE

Section 1. Implementation: If, in the judgment of the School Board, it is necessary to reduce the work force, such reduction will be made in accordance with the following provisions:

Subd. 1. Seniority Defined: For the purposes of this Article, seniority shall be defined in accordance with Article 13, Section 1.

- A. Seniority shall be terminated for any one of the following reasons:
 - 1. resignation,
 - 2. discharge,
 - 3. failure to return to employment at the expiration of an unpaid leave of absence,
 - 4. failure to return to employment following notice of recall from lay off,
 - 5. removal of an employee's name from a recall list, as established under Section 2, Subd. 4, and
 - 6. retirement.

- B. Seniority shall be interrupted and not earned during the period of an unpaid leave of absence.

Section 2. Procedure: When reducing the work force the School Board will lay off the employee with the least seniority in the affected job classification first. The employee affected by the layoff shall be given 14 calendar days written notice of the layoff, a copy of which will be provided to the Union.

Subd. 1. The employee affected by the layoff shall have the right to replace any employee with less seniority, provided, the employee has:

- A. More seniority than the employee being replaced.
- B. The qualifications to perform the duties and responsibilities of the job, as per the most recent bid for that particular job.
- C. An employee electing to utilize this right of replacement shall serve a 45 working day trial period in the new position. During the trial period, the employer may require the employee to again elect this right of replacement. During the first ten working days of the trail period, the employee may again voluntarily elect this right of replacement, but the employee may elect no more than two replacements per one layoff action.

Subd. 2. An employee shall not have the right to replace a maintenance employee (Maintenance-Chief, Maintenance-Mechanical, Maintenance- General, Maintenance HVAC Technician, or Maintenance-Trainee) or a Leadman or Foreman employee (Middle School Night Leadman, Senior High Night Leadman, Grounds Foreman, Middle School Foreman, or Senior High Foreman) unless the employee has completed a probationary period in the job classification.

Subd. 3. The replacement procedure will be repeated until the employee having the least seniority is laid off or an employee waives the right to replacement.

Subd. 4. Employees laid off shall be placed on the recall list for a period equal to their bargaining unit length of service at the time of lay off, but for not less than one year no more than three years.

Section 3. Recall: When recalling an employee on lay off, employees will be recalled in the inverse order of lay off, provided, the employee has:

Subd. 1. Completed a probationary period in the job classification for which the recall is being made.

Subd. 2. The qualifications to perform the duties and responsibilities of the job for which the recall is being made.

Section 4. Notice of Recall:

Subd. 1. Notice of recall shall be made by certified mail, return receipt requested, to the last known address of the employee being recalled. Response to the notice of recall shall be made to the School Board in writing within seven (7) calendar days after the date of receipt of such notice. Employees failing to respond within seven (7) calendar days of notice or who fail to report for work, shall waive any right to re-employment and shall have their name removed from the recall list.

Subd. 2. The date of return to work shall be at least 14 calendar days from the date the employee receives the notice of recall.

ARTICLE 21 - TRAINING

Any employee requesting reimbursement for District approved training related to their assignment and attended on their own time shall follow the steps below. The School District will have final discretion in the approval of such applications of funds.

1. Submit a written request to their immediate supervisor at least 30 days prior to the first training date giving a description of the training dates.
2. Supervisor shall respond within 14 days of receipt of request, indicating approval or disapproval of District reimbursement.
3. If request is approved, the District will reimburse the employee for the cost of the training. Employee shall provide proof of completion of the course and a copy of the canceled check or appropriate proof of payment.

ARTICLE 22 - PUBLIC OBLIGATION

Section 1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to continuous and uninterrupted operation of the school is of paramount importance.

Section 2. The Union agrees, therefore, that during the term of this contract, neither the Union nor any individual employee shall engage in any strike, including sympathy strikes, or unfair labor practice as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article is provided for by P.E.L.R.A. and therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE 23 - DURATION

Section 1. Term and Reopening Negotiations: This Contract shall remain in full force and effect for a period commencing on the date of the signing, unless provided otherwise herein, through June 30, 2026. If either party desires to modify or terminate this Contract commencing on July 1, 2024, it shall give written notice of such intent no later than May 1, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) calendar days prior to the expiration of this Contract.

Section 2. Effect: This Contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to this Contract, whether or not referred to in this Contract, shall not be open for negotiations during the term of the Contract.

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

Memorandum of Understanding Labor Management Committee

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the Minnesota Teamsters Public and Law Enforcement Employee's Union Local 320 Maintenance Group (hereafter "Union") as follows:

Both parties agree to develop a Labor Management Committee. Minnesota's Bureau of Mediation Services may be of assistance in development of such a committee.

This agreement shall expire on June 30, 2026.

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

For: South Washington County ISD #833



Chairman



Clerk



Executive Director of Human Resources

8/22/24
Date

For: Teamsters Local 320



Josh Loahr, Business Representative



Brian Bigham, Union Steward



Mike Moris, Union Steward



Michael Blechinger, Union Steward

8/22/2024
Date

LETTER OF AGREEMENT

South Washington County ISD #833, hereinafter referred to as the District, and the Minnesota Teamsters Public and Law Enforcement Employee's Union Local 320, hereinafter referred to as the Union, agree to the following:

Whereas, both parties acknowledge the difficulties in finding engineers with appropriate license;

Whereas, both parties agree it is in both parties interest to promote from within;

Therefore, the parties agree if after an internal job posting goes unfilled, and before the job is posted externally, a second internal posting will be made. This second internal posting open to internal candidate with one boiler license lower than required with the following provisions;

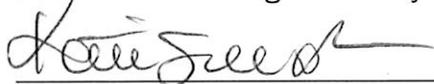
- The applicant will need to be within twelve (12) months of testing for the required boiler license,
- They would then have six (6) months after their first opportunity to successfully test for proper boiler licensure (maximum of eighteen (18) months),
- Employees unable to achieve proper boiler licensure will be returned to a floater status, and floater rate of pay.

This LOA will sunset on 6/30/2026.

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

For: South Washington County ISD #833

For: Teamsters Local 320

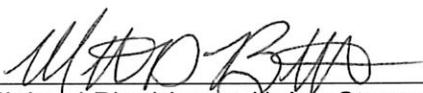

Chairman

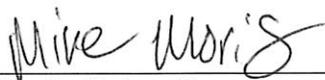

Josh Loahr, Business Representative


Clerk


Brian Bigham, Union Steward


Executive Director of Human Resources


Michael Blechinger, Union Steward


Mike Moris, Union Steward

8/22/24
Date

8/22/2024
Date

LETTER OF AGREEMENT
Seasonal Workers

It is hereby agreed between the South Washington County Schools, Independent School District No. 833, and the International Union of Operating Engineers, Local 70, that the School District may create the job classification of Seasonal Grounds Worker, subject to the following conditions:

1. The objective of the Seasonal Grounds Worker position is to supplement the full-time grounds crew during the summer months to maintain the District's grounds and athletic fields.
2. There shall be no more than four (4) Seasonal Grounds Worker positions per year.
3. In the event there is a need for a reduction of the work force, Seasonal Grounds Worker positions will be eliminated before other bargaining unit positions.
4. The hourly wage for Seasonal Grounds Workers is listed in Article 7, Section 1, Subd. 3.
5. An employee who in this job classification will be expected to work six months or less in a twelve-month period.
6. Seasonal employees shall not be eligible for any benefits under the agreement except those which may be required by law.
7. Seasonal workers shall not be covered by the following articles:
7, 8, 9, 11, 13, 14, 16, 19, 20.
8. Overtime will be offered to full-time employees before seasonal employees.
9. The basic work week shall consist of five consecutive basic work days that may require scheduled work on Saturdays and/or Sundays.

This Letter of Agreement shall remain in full force and effect through June 30, 2026 , unless otherwise modified by the School District and Local 320.

For: South Washington County ISD #833



Chairman



Clerk



Executive Director of Human Resources

For: Teamsters Local 320



Josh Loahr, Business Representative



Brian Bigham, Union Steward



Michael Blechinger, Union Steward



Mike Moris, Union Steward

0/22/24

Date

8/22/2024

Date