

CUSTODIAL MASTER CONTRACT

BETWEEN

ORONO INDEPENDENT SCHOOL DISTRICT 278

Independence-Long Lake-Maple Plain-Medina-Minnetonka Beach-Orono

AND THE

SCHOOL SERVICE EMPLOYEES

LOCAL NO. 284, AFL-CIO

EFFECTIVE

JULY 1, 2020 THROUGH JUNE 30, 2022

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CONTRACT

This Contract is made and entered into by and between Independent School District No. 278, Long Lake, MN, hereinafter referred to as the "Employer," and School Service Employees Local No. 284, hereinafter referred to as the "Union."

ARTICLE I

PURPOSE

The purpose of this Contract is to set forth all terms and conditions of employment which have been agreed upon by the School District and the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended and hereafter referred to as P.E.L.R.A.

ARTICLE II

UNION RECOGNITION AND DUES CHECK-OFF

- A. Union Recognition. The School District hereby recognizes the Union as the exclusive representative for the purpose of negotiating terms and conditions of employment for all custodial maintenance employees in accordance with P.E.L.R.A.
- B. Dues Check-off. The School District agrees to deduct dues/ premier member dues for membership in the Union, and to forward such dues to the Union, for any individual employee who has authorized such dues/ premier member dues check-off. Examples of acceptable forms of authorization include a written and electronic authorization. For custodians working and receiving wages during the nine (9) month school year only, annual dues shall be apportioned over the nine (9) months so that the annual total is paid in full at the close of the school year. The School District shall remit deducted dues to the Union each month.

The School District agrees to honor and implement all terms of the dues / premier dues check-off authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

Check-off authorization shall be valid only for payroll periods ending not less than fifteen (15) days after the authorization is filed with the payroll office. An employee authorizing dues check-off shall have no claim against the School District or its agents for the deductions authorized and paid over to the Union.

- C. Union Orientation. It is in the interest of the employer and the union that all newly hired employees are informed of their rights, obligations and the benefits of their employment with the District and Union benefits. Accordingly the District shall inform the union representative and steward(s) of all new hires immediately upon hire.

Each newly hired bargaining unit employee may be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union.

ARTICLE III

WAGES AND CLASSIFICATION OF EMPLOYEES

A. Wages. The following hourly wage rates shall be applicable to employees covered by this Contract.

<u>Position</u>	<u>Factor</u>	<u>Class</u>	<u>Step</u>	<u>2020- 2021</u>	<u>2021- 2022</u>
		Base	1.0	18.99	19.32
Part-time Custodian (9 month or more):		Class I	1	16.66	16.95
		Class I	2	17.59	17.89
	0.975	Class I	3	18.51	18.84
Regular Full-time Custodian:		Class II	1	18.11	18.43
		Class II	2	19.12	19.45
	1.06	Class II	3	20.13	20.48
Custodian - Night Lead:		Class III	1	19.65	19.99
		Class III	2	20.74	21.11
	1.15	Class III	3	21.83	22.22
Maintenance Technicians - Carpenter:		Class IV	1	23.92	24.34
		Class IV	2	25.25	25.69
	1.40	Class IV	3	26.58	27.05
Maintenance Technicians - Grounds: Maintenance Technicians - Generalist:		Class IV	3	26.58	27.05
		Class V	1	24.44	24.86
		Class V	2	25.79	26.24
Senior High Head, Middle School Head, Elementary Center Head Custodian:	1.43	Class V	3	27.15	27.63

*Wages for custodians shall be derived by multiplying the base rate (1.00) by the designated factor.

Note: Newly hired employees will be paid an entrance level wage which is established as Step 1 for the first year, at Step 2 for the second year, and at Step 3 for the third year. However, the School District reserves the right to evaluate qualifications and experience and begin a new employee at a salary higher than Step 1.

An employee who is promoted to a position with a higher wage scale shall be placed on a step on the new wage scale that results in a wage increase.

- B. Withholding Salary. Any salary increase may be withheld when it can be shown that there is a demonstrable deficiency in the performance of an individual.
- C. Summer Help and Substitutes. It is understood that summer help and substitutes, are not covered by this Contract.
- D. Definition of Class I: Building Cleaners (9 month or more): Primarily interior and exterior cleaning, with minor maintenance duties as assigned. These duties can include, but are not limited to, replacing light bulbs and adjusting furniture and equipment.
- E. Part Time Extra Work: Class I employees shall be offered any work related extra time needed by the District beyond the regularly scheduled hours during scheduled breaks in the regular school year, i.e. workshop days, winter break, not including the summer break. This additional time worked will not change the status of any employee wishing to work this extra time.
- F. Pay Periods. Pay periods for all employees shall be semi-monthly on the fifteenth (15) and thirtieth (30) of each month or the last business day preceding if the fifteenth or the thirtieth is/are a school holiday.

Pay earned in one pay period shall be paid at the conclusion of the subsequent pay period. For example, wages for work completed between the 1st and the 15th of the month will be paid on the 30th, or the last business day preceding if the thirtieth is a school holiday.

- G. Lunch and Break Periods. There shall be a lunch break of thirty (30) minutes or more for all Day Shift employees who work eight (8) or more hours per day. Employees working at least four (4) hours per day shall receive one (1) fifteen minute paid break per day. Employees working at least eight (8) hours per day shall receive two (2) fifteen minute paid breaks per day.
- H. Service Pay. In addition to the compensation established by Article III A, each custodial employee shall be eligible to receive service pay equal to 1% of the employee's hourly rate times regular (exclusive of overtime and call-back pay) contracted hours.

Building Leads and Night Leads shall receive an additional \$150 service pay.

Service pay shall be awarded on June 30 of each year. To be eligible to receive service pay, an employee must either (a) complete the school year, or (b) have retired during the school year.

- I. Money Owed to the School District: The District may automatically deduct an amount not to exceed \$50 (fifty dollars) from an employee's payroll deposit if the following conditions are met: (a) the amount to be deducted is a debt incurred by the employee either due to a negative lunch account balance or due to a currently-in-use uniform not returned after separation of employment from the School District, and (b) the School District has provided the employee at least two weeks' notice of its intent to make the deduction and the amount of the deduction so that the employee may address the debt either through payment or through contesting the accuracy of the debt.

ARTICLE IV

HOURS, OVERTIME AND WORK ASSIGNMENTS

- A. Hours, Compensatory Time, and Overtime. The regular work week shall consist of five (5) consecutive days, forty (40) hours per week. Overtime shall be worked only as directed. All over-time required by the School District in excess of forty (40) hours per week shall be paid at one and one-half times the employee's regular straight-time hourly rate or compensatory time will be granted on mutual agreement of the School District and employee at one and one-half the amount of overtime worked. For less than forty (40) hour employees, overtime will be paid either in time off or extra pay as mutually agreed on an hour for hour basis at the hourly rate until the time worked reaches forty (40) hours, after which the rate will be time and one-half. Part-time custodians who work at special school events which are not an extension of regular working hours and involve a "call-back" shall also be paid time and one-half applied to their regular pay rate. Work performed on Saturdays, Sundays and Holidays shall be paid at the rate of two times the regular rate and this clause shall also apply to part-time custodians who shall also receive double their wage rate.
- B. Shift Differential. A shift differential will be paid to qualifying employees. Employees who qualify for shift differentials must meet the criteria stated in A and B below.

- A. Second Shift: The Employee starts work after 2:00 p.m. or finishes his/her shift after 8:00 p.m.
- B. Only full-time custodial positions scheduled for eight (8) or more hours per day.

Employees hired prior to July 1, 2020 must indicate to the District in writing, not later than May 1, 2021, her/his intent to permanently accept one (1) of the differential options listed below:

- 1) Paid Lunch - a differential in the form of a half hour paid lunch period. Therefore, a night custodian working six and one-half (6½ hours) will be assigned seven (7) hours including the thirty (30) minutes lunch period, or
- 2) Hourly Wage - a differential of \$.50 per hour worked when satisfying the criteria stated in A and B above. An unpaid, one-half (1/2) hour meal period will be allowed, which is not a part of the eight (8) hour work day.

An affirmative selection in writing, signed and dated by an employee, prior to May 1, 2021, shall be considered final and irreversible. If an employee does not make an affirmative selection in the proper timelines, the District shall interpret the non-response as a permanent and irrevocable selection of differential Option 2) Hourly Wage.

Employees hired after July 1, 2020 will be paid a differential of \$.50 per hour worked when satisfying the criteria stated in A and B above. An unpaid one-half (1/2) hour meal period will be allowed, which is not a part of the eight (8) hour work day.

Note: An employee hired prior to July 1, 2020, who moves to a regular position which does not meet the criteria stated in A and B above, but at a later date returns to a position which does meet the criteria, will be paid a differential of \$.50 per hour worked when satisfying those criteria. This employee shall no longer be eligible for Option 1) Paid Lunch, regardless of her/his selection prior to May 1, 2021.

C. Mandatory Overtime. The Coordinator of Facilities and Safety may require mandatory overtime for special events or other functions requiring additional staff. Mandatory overtime will be announced to employees required to work no less than fifteen (15) business days prior to the date of mandatory overtime. In assigning mandatory overtime, the School District shall make assignments to all bargaining unit employees in rotating inverse seniority order.

D. Emergency School Closure. If school is dismissed early due to inclement weather, pandemic illness, or other emergency all scheduled custodians on the day and night shifts will be paid for their scheduled work time for the first occurrence. Custodians who are required to be on site shall receive compensatory time for the first occurrence of Emergency School Closure. If school is cancelled, all custodians who are scheduled to report for work will be compensated for all hours scheduled to work, for the first two(2) occurrences. Custodians who are required to be on site shall receive compensatory time for the first occurrence of emergency school cancellation.

For purposes of this Section, an "occurrence" is defined as each individual day on which school is either dismissed early or cancelled as an Emergency School Closure.

E. Emergency Callbacks. In the event, that it is necessary to call-back an employee for HVAC failure or other emergencies, the School District will allow a minimum of one hour of pay each time. For such extra duty, the overtime rate of time and one-half will apply and must be taken as pay, except for those designated as holidays in this contract and on those days double time will be paid. Round-trip mileage from the home to the school will also be paid at the current rate paid by the district.

F. Gas/Oil Change Over. For call-back gas/oil change-over at times when the buildings are closed and no custodians are on duty, the guaranteed minimum time paid shall be two (2) hours, provided one (1) custodian services all three (3) buildings at one time. An overtime rate of time and one-half shall be paid, except for those days designated as holidays in this Contract and on those days double time will be paid.

G. Extra Duty. A custodian is expected to be on duty as part of the regular work schedule for school programs, games and P.T.O. meetings and will be responsible for cleaning rooms for use the following day. Where custodians are hired through the School District by private groups to open buildings and supervise the

use of building facilities, the individual custodian hired is to be personally responsible for checking appliances, lights, windows, doors and for the complete cleaning of the rooms used.

H. Work Assignments. Work assignments will be made by the Coordinator of Facilities and Safety and the Director of Business Services with some consideration being given to seniority in the system. Qualifications for the position, however, will be the chief determining factor. Specific job assignments for an individual or for a crew will be made by the Coordinator of Facilities and Safety on the basis of skills and abilities rather than by a particular custodian being identified with a particular building.

The individual custodian's daily work program, starting time, quitting time, lunch hour/supper period will be determined by the District Coordinator of Facilities and Safety.

I. Additional Hours within Building.

(a) Except as otherwise provided in paragraph (b) of this section, additional work opportunities that arise will first be offered to employees whose normal work assignment is in that building. The employee(s) awarded the opportunity will not suffer an adjustment to her / his normal work schedule (unless the employee agrees to the adjustment). If a need remains for additional employee(s) following this assignment, the District may assign an employee(s) from a different building to that assignment.

(b) The District may assign any bargaining unit employee who possesses a Certified Pool Operator license to a work opportunity that arises because of an Activities Center, but non-school related, use of the pool area located in Schumann-Intermediate for which pool maintenance is required. For example, school athletic competitions that utilize the pool would require assignments of employees normally assigned to Schumann-Intermediate; however, pool use associated with membership in the Activities Center may entail assignment of non-Schumann-Intermediate employees.

(c) For purposes of this Section, a "building" is defined as: the high school, the middle school; Schumann-Intermediate; the Activities Center; Discovery Center; and Grounds.

ARTICLE V

JOB POSTING

- A. Vacancies. New positions or vacancies of more than thirty (30) days duration and with no defined end date will be posted for a period of five (5) days, and the most senior employee, provided the employee is qualified, of those employees posting for the position, will be assigned the position within five (5) days after the close of posting, provided, nevertheless, that the School District reserves the right to make assignments of employees to particular buildings owned, rented or used and maintained by the School District. In the case of part-time custodians posting to full-time positions, the seniority date for the part-time person(s) will be adjusted to a full-time equivalency basis. Also, in addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of ninety (90) working days in any such new classification. During this ninety (90) working day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. Employees may also request and be granted the right to return to their previous position as soon as a replacement is available.
- B. Temporary Extended Absences. In the event of a temporary vacancy created by an extended absence with a known end date, such as medical leave, The Coordinator of Facilities and Safety may appoint an employee to fill the vacancy based upon qualifications and seniority, without having to post the position for five (5) days.
- C. Effect of Grievance. In the event an employee loses a newly posted for position due to a grievance of another employee, the loser will return to the former job and all others down the line.
- D. Head/Lead Custodian Positions. The most qualified applicant based on competency, seniority and other factors deemed by the employer to be requirements for the positions of a new head custodian or night lead custodian position or vacancies will be considered in the selection of persons to said positions.

- E. Limitation on Posting. An employee who successfully posts for another job will not be eligible to post for subsequent vacancies for a period of twelve (12) months following the effective date of transfer to the job for which the employee posted. This twelve (12) month provision may be waived by the School Board in the interest of efficient operation.
- F. The District shall inform the union steward about postings, new jobs, policy changes, job changes or working conditions affecting members of this unit.

ARTICLE VI

SENIORITY AND LAYOFFS

- A. Bumping Rights. If an employee's position is eliminated or hours are reduced, the employee shall have the right to displace the least senior employee in the same classification or the least senior employee in a lower classification. The displaced person shall then have the right to displace the least senior person in the next lower classification, etc. In all cases of displacement, the person must be qualified to perform the duties of the new position assumed.
- B. Recall to Position. For a period of one (1) year of the date of layoff, if any opening occurs in the district, the employee with the most seniority shall have the first choice to be rehired if the position is at or lower than the employee's previous classification. For recall purposes, seniority shall be determined by total service within the district. Notice of recall shall be mailed to the employee at the home address provided to the district by the employee. The employee shall have five (5) working days following receipt of the recall notice to accept or reject the recall. If an employee declines recall the employee will forfeit any further rights to recall. This Section shall apply both to an employee who is in layoff status and to an employee whose hours were reduced pursuant to Section A.
- C. Notice of Layoff or Reduction in Hours. An employee shall be notified of layoff or reduction of hours at least two calendar weeks in advance of the effective date of the layoff. The district shall provide the Union with a copy of the notice not later than the date the notice is given to the employee.

D. Part-time Service. The beginning date of work will govern the position on the seniority list for all part-time and full-time personnel within each class. However, if two or more full-time custodians begin work on the same date, the custodian with the greater previous part-time service in the district (if any) shall be given seniority preference for layoff and recall.

E. Seniority Classifications. For purposes of seniority, the following classifications will be observed from lowest to highest.

Seniority Classes

Class I Part-time Custodian (9 month or more)

Class II Regular Full-time Custodian

Class III Regular Full-Time Lead

Class IV

Maintenance Technician - Carpenter
Maintenance Technician - Grounds
Maintenance Technician - Generalist

Class V

Senior High Head Custodian
Middle School Head Custodian
Elementary Center Head Custodian
Maintenance Technician - Mechanical and Electrical

ARTICLE VII

TEMPORARY SUSPENSION

- A. Reason for Suspension. Temporary suspension for failure or refusal to perform adequately the duties for which the custodian is responsible or for failure to respond to a direct order which is a part of the job description may be invoked.
- B. Suspension Procedure. If the custodian fails or refuses to perform adequately the assigned responsibility(ies) or fails to respond to a direct order which is a part of the job description, the employee may be suspended for up to five (5) days without pay. The supervisory procedure shall be as follows:
1. The custodian shall be verbally informed of the inadequacy of the performance of responsibilities or failure to respond to a direct order which is a part of the job description.
 2. The custodian shall be notified, in writing, of the inadequacy of the performance or failure to respond to a direct order which is a part of the job description.
 3. The custodian may be suspended, without pay, for up to five (5) days at the discretion of the Director of Business Services, or his designee, who shall be a direct supervisor of the custodian, for inadequacy of performance or failure to respond to a direct order which is a part of the job description.

ARTICLE VIII

TEMPORARY LEAVES

- A. Sick Leave Accumulation. Personal sick leave shall accrue at the rate of one (1) day per month, accumulating to a maximum of one-hundred sixty-five (165) days (e.g., twelve (12) month employees -- twelve (12) days; ten (10) month employees -- ten (10) days; nine (9) month employees -- nine (9) days, etc.). When part-time personnel change to full-time, accumulated part-time sick leave days will be pro-rated on a full-time equivalency basis.
- B. Sick Leave Provisions. The following provisions will govern the administration of sick leave:
1. Sick leave provisions under this Contract will not cover any loss of time from school due to an injury sustained while performing duty in another gainful occupation.
 2. After three (3) days consecutive absence in any one school year, the Coordinator of Facilities and Safety may require the custodian to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.
 3. All sick leave and other allowed leave is at full pay.
- C. Critical Illness Leave. An employee may also use sick leave not to exceed five (5) days per incident for the serious illness of a spouse, parent, adult child, fiancé, sibling, grandchild, in-law, or member of the household. Subject to the discretion and pre-approval of the Superintendent or designee, employees may use up to five (5) additional sick days for the serious illness of a spouse, parent, or adult child; however, the granting of such leave will require a doctor's certificate specifying that attendant care is required for the disabled person.
- D. Relative Care Leave. The School District shall allow each employee to utilize sick leave for those purposes described in Minnesota Statute 181.9413. See Appendix A.

E. Jury Duty Allowance.

1. Authorization. Paid Leave of Absence is authorized for any School District No. 278 employee who is required to serve on Jury Duty or act as a witness in court pertaining to School District No. 278. Any employee who may be exempt from Jury Duty must exercise that exemption.
2. Pay Procedures. The amount of wages (excluding mileage and meals) that an employee receives for serving on Jury Duty and/or as an above witness during employee's regular work hours shall be deducted from said employee's regular School District No. 278 salary or the employee may reimburse the District for the amount received. The above procedure will thus result in an employee receiving no loss of regular salary when on said Leave of Absence.
3. Verification. Custodians are required to submit for verification to the Payroll Manager all of the following documents immediately after receiving them when on above Leave of Absences: Jurors Summons, Notice to Report for Jury Duty, Compensation Checks for Jury Duty (including verification showing dates paid for and breakdown between wages and mileage), etc.

F. Other Allowed Absence. Other situations requiring absence on the part of the custodian but not categorized with "Sick Leave," nor to be deducted from "Sick Leave" accumulation are as follows:

1. A maximum of five (5) days leave with pay will be granted per incident in the case of death of a husband, wife, child, stepchild, parent, stepparent (regardless of whether the employee is legally adopted or not), brother, sister, fiancé, fiancée, mother-in-law, father-in-law, or a member of the household.
2. Three (3) day's leave per incident with pay will be granted to attend the funeral of an employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandparents.
3. One day's leave per incident with pay will be granted to attend the funeral of a relative, such as, uncle, aunt, or cousin.
4. With the approval of the Director of Business Services, an employee may be excused a day or a portion thereof to attend or take part in a funeral.

5. One (1) day's leave of absence is earned each year for personal business, cumulative to three (3) days. Personal business is intended to mean a rightful responsibility that must be conducted during the normal school day because professionals or laymen involved cannot be contacted at any other hours or days. Except for emergencies, the prior approval of the Coordinator of Facilities and Safety must be obtained.

ARTICLE IX

EXTENDED LEAVES OF ABSENCE

- A. Application. An application for a leave of absence of up to one (1) year shall be made in writing to the School District setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the School District in writing.
- B. Consideration of Request. In considering such leave request, the School District shall give consideration to the reason for the request, the effect on the system, the availability of a substitute, and other factors which may be deemed relevant by the School District. The granting or denying of such leave request shall be at the discretion of the School District.
- C. Provisions Governing Extended Leaves. The following provisions shall govern employees on extended leaves:
 1. An employee on approved leave shall maintain the original seniority date, but shall not gain credit for advancement on the salary schedule, for vacation time, seniority, or any provision related to years of service.
 2. Extended leaves shall be without pay.
 3. An employee taking an extended leave shall be governed by the rules and regulations of Public Employees Retirement Association (PERA).
 4. An employee on an approved leave, who has worked full time, is eligible to participate in the hospital medical group insurance program but must pay in advance the premium for such program, commencing with the beginning of the leave, if permitted under the provisions of the insurance policy.

5. An employee who returns from an extended leave shall retain all previous experience credit and the unused sick and personal business leave accumulated from previous years.
6. An employee returning to work after having been on extended leave will return to employment with the district to any job opening on the night shift, and would not be eligible to bid on new job postings for the length of time the employee was on extended leave unless by mutual consent with the employee and District. All positions that are open because of an extended leave of an employee shall be posted, except the Head Person positions which are Managerial. A person awarded the position that was open because of extended leave, if such person was from within the organization, shall not be replaced in that position by the former employee on leave when the employee returns to work.

ARTICLE X

VACATIONS AND HOLIDAYS

Leave time may be converted to hours in human resources and payroll programs.

- A. Vacations. An employee who is employed forty hours per week and fifty-two weeks per year shall accrue vacation according to the following table, with each vacation day being equal in length to her or his regular-scheduled work day:

At the start of:	
0-6 months:	0 vacation days
7 months-1 year;	5 days
1-6 years;	10 days
7-12 years:	15 days
13-20 years:	20 days
21 years:	21 days
22 years:	22 days
23 years:	23 days
24 years:	24 days
25 years:	25 days

An employee who is employed a minimum of 1,560 hours per year shall accrue five days of vacation per year, with each day being equal in length to her or his regular-scheduled work day.

Employees who work less than 1,560 hours per year are not eligible for vacation.

All vacation time shall be at regular pay rate for the employee involved including regularly assigned stipends.

Prior to 11/1/1998, vacation time was accrued before being granted. After 11/1/1998, vacation time has been granted prior to its accrual. An employee hired after 11/1/1998 shall be paid only for accrued vacation at the time of retirement or separation from the district.

D. Custodial Vacation Schedules.

1. All vacations must be preapproved by the Coordinator of Facilities and Safety or the Director of Business Services.
2. The Coordinator of Facilities and Safety shall provide approval within ten (10) business days of the request. If approval is not communicated within ten (10) business days, the employee may assume approval of the requested time off.

E. Custodial Vacations While School Is In Session.

1. Vacations will be granted on the basis of seniority.
2. Work to be completed will take precedence over any vacation requests.
3. Employees taking vacations while school is in session shall have their areas covered as determined by the School District (e.g., a day person may be assigned to cover an open night position or a night person may be assigned to cover an open day position).
4. No vacations will be taken one (1) week prior to school opening, one (1) week after school opens and two (2) weeks before school closes in the spring. The Director of Business Services may grant, on an individual basis, vacation leave during prohibited leave periods near the beginning and end of the school year. Such approval will not be precedent setting.
5. Each custodian may carry over a maximum of five (5) days total accumulation.

F. Custodial Vacations When Regular School Is Not In Session.

1. All vacations must be used no later than the end of the year following the year in which earned. July 1 shall be the final day for using carry-over vacation. No more than five (5) days' vacation may be carried over.
2. A maximum of four (4) consecutive weeks of vacation may be taken at one time.
3. Up to 50% of full-time custodians may be on vacation at any one time.
4. The number of vacations authorized during winter and spring breaks will depend upon the amount and kind of work that must be completed.

G. Holidays. Paid legal holidays for full-time custodians shall include:

1. New Years Day
2. Presidents' Birthday or Martin Luther King Day (depending on when school is not in session)
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. The day after Thanksgiving Day
9. Christmas Day
10. One day before or after Christmas Day
11. One "floating" holiday which must be taken as mutually agreed between the District and the Union and when school is not in session.

The day before or after Christmas shall be decided mutually between the administration and the Union Steward and cannot be taken in any case when school is in session. Any "make-up" holidays must be taken during the summer.

If a holiday falls on a Saturday or Sunday and is observed by the school on the following Monday or the preceding Friday, this day shall be a holiday for the custodians. Any legal holiday or holidays which fall within a custodian's vacation period shall not count as a vacation day.

Class I employees are not eligible for paid holidays.

ARTICLE XI

FRINGE BENEFITS

A. Fringe Benefits. The following fringe benefits defined in this Article will be granted to full-time workers (i.e., forty (40) hours weekly: Hospitalization, L.T.D., life insurance, vacations, paid holidays and matching annuity. Part-time workers (i.e., those working less than forty (40) hours weekly) shall be granted sick leave benefits and uniforms. Part-time Class I employees shall be granted one-half (1/2) of the full-time health benefit provided that the employee works at least twenty (20) hours weekly.

The School District will continue to pay the amount of District contribution for up to the first year of disability for employees eligible for benefits and on sick leave or medical leave and disabled as defined in the long-term disability insurance contract. No additional sick leave or vacation shall be accumulated during this absence.

B. Insurance. Effective January 1, 2019, the School District shall pay the following monthly premium for each full-time employee enrolled in the School District's hospitalization and medical insurance plan:

Single	90 percent of the premium for Plan C
Employee + 1	85 percent of the premium for Plan C Family
	77 percent of the premium for Plan C

C. Dental Insurance. The District will offer dental insurance to all eligible employees. Employees may purchase for the following amounts:

	<u>Full-Time*</u>	<u>Part-Time</u>
Single	\$10.00 per month	\$20 per month
Employee +1	\$20 per month	\$40 per month
Family	\$30 per month	\$60 per month

*These rates for full-time employees will be in effect beginning January 1, 2017.

- D. Salary Reduction Plan. Any custodian on the district health insurance plan will have the option of a salary reduction plan for the amount owed by the employee above the district payment.
- E. Long Term Disability. The School District will pay the full premium for Long Term Disability protection to full salary coverage (benefit 2/3 salary). The custodian may elect to pay for this coverage through payroll deduction or may elect to have the School District pay the full premium. If the custodian elects the method of payroll deduction, an amount equal to these premiums will be paid as salary.
- F. Term Life Insurance. Term life insurance equal to the nearest thousand of the employee's salary will be provided by the School District. In addition, an employee may purchase a matching amount of term life insurance at the prevailing group rate provided that the employee is designated as insurable for supplemental life insurance by the district's current insurance company.
- G. Uniforms and Clothing Allowance. Uniforms to be used in the performance of school duties will be provided to full-time and part-time personnel covered under this Contract, with up to a ninety (90) day waiting period. The supervisor may require, at the supervisor's discretion, uniforms to be turned in by custodians leaving the district.
- H. Licenses. All employees holding licenses and renewing them will be reimbursed for the renewal fees required to keep licenses in effect. Penalty payments will not be allowed. New full-time employees shall earn a second class or higher boiler license within two (2) years of initial employment date. The Head Custodian at each building will be required to hold a boiler license appropriate to operate the class of boiler at his/her building. The District will pay a yearly stipend of \$900 for a Chief Licenses, \$630 for a 1st Class License and \$500 for Certified Pool Operators (CPO) for those custodians in position(s) requiring the CPO. The District will pay a stipend of \$700 to a building head custodian or the head mechanic for a Minnesota Maintenance Electrician license or higher. Up to five Chief License stipends will be paid per year. The District will pay class fees for those employees successfully completing licensure classes. The District will also pay class fees for other classes that are approved by the School District.

I. Changes in Insurance Benefits. If it becomes desirable or necessary for changes to be made in insurance coverage, i.e. policy changes, redefinition, etc., the Union Steward of the group will be notified and will be granted the privilege of being a part of group discussions concerning any changes.

J. Matching Annuity. Effective no later than July 1, 2001 an eligible custodian may participate in the District's matching annuity program as provided in M.S. 356.24 subd. 1(5)ii. Subject to the provisions contained herein.

1. District Contribution. The maximum school year District contribution shall be based on matching a custodian contribution per the following:

	<u>2020-21</u>	<u>2021-22</u>
Zero(0)through three(3) years in ISD 278	\$250	\$250
Four(4)through nine (9) years in ISD 278	\$450	\$450
Ten (10)through fourteen(14)years in ISD 278	\$650	\$650
Fifteen(15)through nineteen(19)years in ISD 278	\$850	\$850
Twenty or more (20+) years in ISD 278	\$1,050	\$1,050

"Years of Service" includes all employment within the District (whether inside or outside this bargaining unit). "Years of Service" contribution levels increase when an employee begins her/his fourth, tenth, fifteenth, or twentieth year of service.

2. The District match cannot be accumulated and all provisions of the matching annuity are subject to applicable code provisions of Minnesota, Internal Revenue Code 403(b) and 457, but not subject to the Grievance Procedure in Article XV.

3. The District's maximum lifetime contribution shall be no more than \$45,000.

K. Sick Leave Sell Back. Full-time custodians with ninety (90) unused sick days or more, may elect to sell back to the District, up to five (5) days of unused sick leave once annually. The amount will be calculated at fifty percent (50%) of the custodian's regular pay per day and deposited in the custodian's 403(b) account. Effective June 1, 2022, the Sick Leave Sell Back benefit will be limited to only those full-time custodians who have accumulated at least ninety days of unused sick leave days as of June 1, 2022.

ARTICLE XII

SEVERANCE

- A. Severance. Full-time custodians hired prior to September 15, 1996 who have completed at least fifteen (15) years of continuous service with the district and who are at least (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board. At the time of retirement, the accumulated District matching contributions will be subtracted from the earned severance benefit in this Article. Those hired on or after September 15, 1996, shall only be eligible for the matching annuity.
- B. Provisions Governing Severance Pay. The following provisions shall apply in implementing this program:
1. This Article shall apply only to custodial employees whose service has been full time. Part-time service, Class I and under thirty (30) hours per week, will not be pro-rated for purposes of this Article.
 2. A custodian shall be eligible to receive severance pay upon retirement, based upon unused sick leave days, but in no case more than ninety (90) days times the scheduled hourly rate applicable in the final year of employment with the district.
 3. In applying these provisions, an employee's daily rate used for severance payment calculations shall be the scheduled hourly rate at the time of retirement for that position and shall not include payments for overtime.
 4. No severance pay will be paid to any custodian who has been discharged by the School District.
 5. The School District shall pay 50% in the month following retirement and 50% in the following January. Payments shall be made into the Minnesota Post-Retirement Health Care Savings Plan as proscribed by law and the District's Plan documents.
 6. Any residual severance pay benefits owing at the death of the retired custodian shall be paid to the custodian' designated beneficiary or estate.

7. Custodians who apply for severance pay in accordance with this Article shall be eligible to remain in the School District approved group health insurance program provided the retired custodian pays the full premiums.

ARTICLE XIII

PHYSICAL EXAMINATION/REQUIRED TESTS

- A. Physical Examinations. Physicals can be requested by the administration if it is felt that health is interfering with job performance. These will be paid for by the school district.
- B. Other Tests. All custodians shall also take such tests and provide such reports as to their health (e.g., freedom from tuberculosis) as is required by statutes, rules or regulations promulgated by the State of Minnesota or any agency or department thereof.

ARTICLE XIV

DISCIPLINE AND DISCHARGE

- A. Initial Probationary Period. All new custodial employees shall have a six (6) months probationary period. Any new custodian may be released from employment within the six (6) months probationary period without any right of grievance or other action.
- B. Discipline and Discharge. The School District may discipline or discharge an employee who has completed the probationary period for just cause. The School District shall notify an employee of the right to have a Union representative present at a disciplinary meeting.

ARTICLE XV

GRIEVANCE PROCEDURE

- A. Definition. A "grievance" shall mean a written complaint by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of this Contract or of Board policy or practice, or that there has been unfair or inequitable treatment of the grievant by the School District.

- B. "Working Day" Defined. For purposes of this Article, a "working day" is any day that is not a Saturday, Sunday or holiday recognized by this Agreement or established in Minnesota law.

- C. Timeliness. Within fifteen (15) working days following knowledge of the act or condition which is the basis of the employee's complaint, the grievant may file a grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement, failure by the School District, at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step. If the District fails to issue a decision within the specified timeline, the grievance shall be deemed denied and the timeline to file an appeal shall begin to run commencing with the final day on which the District might otherwise have responded. Likewise, failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of the decision at that step. The time limits for decision or appeal are as follows: Step 1 - five (5) working days; Step 2 - ten (10) working days; Step 3 - ten (10) working days.

- Steps:
- Step 1. The Coordinator of Facilities and Safety
 - Step 2. The Director of Business Services
 - Step 3. The Board of Education or its representative
 - Step 4. Arbitration. The notice of appeal to arbitration must be made in writing to the Director of Human Resources within ten (10) working days of receipt of the Step 3 decision. The appealing party shall alternatively strike names from the list until one arbitrator remains and is selected.

Arbitration Hearing: The arbitration shall be heard by a single arbitrator. At hearing, both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the

arbitrator. The proceeding before the arbitrator shall be a hearing from the beginning.

Arbitrator's Decision: The decision by the arbitrator shall be rendered within 30 calendar days after the close of the hearing. Decisions by the arbitrator in cases properly before him / her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions provided for by the P.E.L.R.A.

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

- D. Union Representation, Intervention, and Initiation. All employees shall have the right of Union representation at each step. The Union shall have the right to intervene and present its position at any step in the grievance procedure. The Union itself may initiate a grievance on any matter affecting the application or interpretation of this Contract.
- E. Reprisals. No reprisal shall be invoked against any employee for processing a grievance.

ARTICLE XVI

DEFINITIONS

- A. P.E.L.R.A.: The abbreviation "PELRA" shall mean the Public Employment Labor Relations Act of 1971 as amended.
- B. Terms and Conditions of Employment: The term, "terms and conditions of employment" shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the employees.
- C. Board Policies: The term "Board policies" shall mean those policies as set forth in the official "Board Policies Manual."
- D. Board: The word "Board" shall mean the Board of Education of Orono Independent School District 278.
- E. School District or District: For purposes of administering this Agreement, the words "School District" or "District" shall mean the Board or its designated representatives.
- F. Employee(s): The word "employee(s)" shall mean all persons included in this bargaining who are employed by the School District unless otherwise defined in a specific section of this Agreement.
- G. Exclusive Representative or Union: The words "Exclusive Representative" or "Union" shall mean Service Employees International Union Local 284.

ARTICLE XVII

DURATION AND EFFECT OF CONTRACT

- A. Term of Contract. This Contract shall become effective on July 1, 2020 and shall continue in full force and effect to and including June 30, 2022 and thereafter until a new contract is ratified.

- B. Effect of Contract. Any and all prior contracts, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract, are hereby suspended.

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

SCHOOL SERVICE EMPLOYEES
LOCAL NO. 284

INDEPENDENT SCHOOL DISTRICT
NO. 278

Business Agent

Chairman

Union Steward

Clerk

Chief Board Negotiator

Dated this _____ day of
_____, 2021.

Dated this _____ day of
_____, 2021.

APPENDIX A

MINNESOTA STATUTES 2020 181.9413

181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

- (a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
- (b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. For the purpose of this paragraph:
 - (1) "domestic abuse" has the meaning given in section 518B.01;
 - (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and
 - (3) "harass" and "stalking" have the meanings given in section 609.749.
- (c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
- (d) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.
- (e) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- (f) For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.
- (g) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.
- (h) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section.

History: 1990 c 577 s 4; 1991 c 268 s 2; 2013 c 87 s 1; 2014 c 239 art 3 s 3; 1Sp2019 c 5 art 2 s 29