

CUSTODIAL AND MAINTENANCE WORKERS COLLECTIVE BARGAINING AGREEMENT

INDEPENDENT SCHOOL DISTRICT #2144
AND SCHOOL SERVICE EMPLOYEES SEIU LOCAL #284

2021-2023

CHISAGO LAKES PUBLIC SCHOOLS CUSTODIAL, MAINTENANCE AND GROUNDS
WORKERS EMPLOYEE MASTER CONTRACT

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**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement is entered into between Independent School District No. 2144 (“District”) and the Service Employees International Union Local 284 (“exclusive representative” or “union”), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (“PELRA”), to provide the terms and conditions of employment for Custodial, Grounds, and Maintenance, employees of the District during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the District recognizes Service Employees International Union Local 284 as the exclusive representative for Custodial, Grounds, and Maintenance employees of the District who are “public employees” within the meaning of Minnesota Statutes section 179A.03, subdivision 14, excluding supervisory, confidential, and managerial employees. The exclusive representative will have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative represents all employees of the District who are in the appropriate unit as defined in Article III, Section 2 of this Agreement and as certified by the Commissioner of the Bureau of Mediation Services.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: “Terms and conditions of employment” means the hours of employment, the compensation therefor, including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For the purpose of this Agreement, the appropriate unit means all “custodial, grounds, and maintenance, employees who are employed by the District and are public employees within the meaning of Minnesota Statutes Section 179A.03, subdivision 14, excluding supervisory, confidential, and managerial employees.

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

**ARTICLE IV
SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy. All management rights and management functions that are not expressly relinquished in this Agreement are reserved to the District. The District’s inherent managerial rights include, but are

not limited to, the right to direct overall operations of the school system; to establish reasonable work rules, regulations, and schedules of work; to select, assign, and direct employees; and to take reasonable actions that the District deems to be necessary in emergency situations.

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement must perform the services prescribed by the School Board and are 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 district. The exclusive representative 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. The exclusive representative also 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 of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement will be construed to limit, impair, or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, employees have the right to form and join labor or employee organizations, and have the right not to form and join such organizations. Employees in an appropriate unit have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the District.

Section 3. Request for Dues Check-Off: Each employee has the right to request and be allowed dues check off for the Union. The employee request must be in the form of a written authorization or electronic sign up. The Union will provide the District with the appropriate form of authorization. The District agrees to honor and implement the dues-checkoff authorizations submitted by the Union and agreed to by the employee. The District will adhere to the specific provisions in each dues check-off 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. Such dues will be remitted to the Union bi-monthly. The Union agrees to defend and indemnify the District for any claim arising out of the District’s compliance with Article V, Section 3.

Section 4. Union Access to Information: The District will provide the union list of employees in the bargaining unit, including names, addresses, work phone numbers, work location (building), position, classification, wage schedule placement, date of employment, and work email addresses. The District will inform the union of all new hires within eight business days after the new hire begins performing duties for the District.

Section 5. Annual Union Meeting. During the first week of August, employees may voluntarily choose to use their unpaid meal period to attend a meeting that is run by the union. The District will make a room available for this meeting, if the union reserves the room in accordance with District policy. Employees will not be paid for time spent attending the union meeting.

**ARTICLE VI
RATES OF PAY**

Section 1. Rates of Pay:

Subd. 1. The following wage schedule applies for the period of July 1, 2021 through June 30, 2022:

Base Step	Custodian Class 1	Grounds/Delivery Class 2	Assistant Custodian Class 3	Maintenance Technician Class 4	Head Custodian Class 5
1		18.25	18.18	24.26	22.10
2		18.50	18.69	24.84	22.69
3	17.12	18.97	19.22	25.76	23.60
4	17.49	19.34	19.61	26.23	24.01
5	17.86	19.70	20.05	26.45	24.39
6	18.41	20.23	20.60	26.98	24.92
7	18.96	20.77	21.15	27.57	25.49
8	19.33	21.15	21.57	28.05	25.97
9	19.72	21.54	21.99	28.54	26.47

Subd. 2. The following wage schedule applies for the period of July 1, 2022 through June 30, 2023:

Base Step	Custodian Class 1	Grounds/Delivery Class 2	Assistant Custodian Class 3	Maintenance Technician Class 4	Head Custodian Class 5
1		18.75	18.68	24.76	22.60
2		19.00	19.19	25.34	23.19
3	17.62	19.47	19.72	26.26	24.10
4	17.99	19.84	20.11	26.73	24.51
5	18.36	20.20	20.55	26.95	24.89
6	18.91	20.73	21.10	27.48	25.42
7	19.46	21.27	21.65	28.07	25.99
8	19.83	21.65	22.07	28.55	26.47
9	20.22	22.04	22.49	29.04	26.97

BOILER’S LICENSE:

Special: Every custodian should get their “special” license. Additional 25 cents per license.

2nd Class: All Lead and Assistant Custodians, plus anyone doing boiler checks need to have their 2nd class license. Additional 50 cents per hour *

1st Class: This is an additional license which would be compensated with an additional 75 cents per hour. (BL1) *

Chief: This is an additional license which would be compensated with an additional one dollar per hour. (BLC) *

*Extra compensation would be for one or the other – not for both. Extra per hour pay would only be for positions that require the licenses, and only with approval from the Director of Business Services, Director of Buildings and Grounds and Lead Custodian.

CPO Operator shall receive \$.60 more per hour.

Subd. 3. Step Movement. During the duration of this Agreement, employees will advance one step on the wage schedule on July 1 of each contract year. Those employed before February 15 will qualify for the full next step. Those employed on February 15 or later will not qualify for step movement. In the event a successor Agreement is not entered into before this Agreement expires, an employee will continue to be compensated according to the current rate until a successor Agreement is ratified.

Subd. 4. Pay Frequency. Employees shall be paid twice a month.

Subd. 5. Overtime. Employees will receive one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours per week. For purposes of calculating overtime, the work week is Sunday through Saturday. Only actual hours worked will be counted as hours worked when determining overtime obligations in a given week. Overtime will be calculated to the nearest fifteen minutes.

Section 2. Longevity: An employee will receive the following increases to the hourly rates included in the salary schedule when the employee begins the indicated number of consecutive years of service to the District, effective on July 1. An employee whose actual anniversary date is July 1 through December 31 will receive longevity pay starting July 1 before the employee's actual anniversary date. An employee whose actual anniversary date is from January 1 through June 30 shall receive longevity pay starting July 1 following the employee's actual anniversary date.

L1	8 th through 11 th year	\$1.45
L2	12 th through 16 th year	\$1.55
L3	17 th year through 20 th year	\$1.65
L4	21 st year & beyond	\$1.75

Section 3. Mileage Reimbursement: The District will reimburse employees at the IRS approved rate when the Director of Buildings and Grounds directs them to use their personal vehicle to travel between school sites during their duty day.

Section 4. Uniform Allowance: For new employees, three uniforms will be provided after successful completion of a 30-day probationary period. After one year, two additional uniforms will be provided. Replacement uniforms will be provided upon return of the damaged uniform. Upon leaving employment with the district, employees must turn in their uniform shirts. The District will pay up to \$30.00 for each pair of pants that the employee purchases or alters not to exceed three pairs of pants the first year of employment and two pairs of pants for each year thereafter. In addition, the District will pay up to \$150.00 per school year toward the cost of work footwear or additional uniforms. Receipts must be provided to the District before the employee will be reimbursed. Each request for reimbursement must be approved by the Director of Building and Grounds.

Section 5. Movement Between Pay Scales: An employee who moves from one job to another job with a higher pay scale will be placed on the new scale at the first step which reflects a rate at least \$.50 (fifty cents) per hour higher than the rate the employee earned on the original scale. An employee who moves from one job to another job with a lower pay scale will be placed on the new scale at the step that causes the least amount of pay reduction to the employee. Employees who change classification at any time during the year will retain their original seniority date and will be eligible for step movement without respect to the classification change. This Section will also apply when the District assigns an employee to substitute temporarily for a Head Custodian.

Section 6. Call Back: If an employee is called into work for a reason other than conducting a building check on a day on which the employee was not otherwise scheduled to work, the employee will receive a minimum of three hours at one and one-half (1.5) times the employee's regular rate of pay by submitting a claim and verification form to the Director of Buildings & Grounds. If an employee is called back to work after completing a regular shift and leaving the premises, the employee will receive a minimum of one hour at one and one-half (1.5) times the employee's regular rate of pay. If the employee works more than the one-hour minimum, the employee will get paid for the hours the employee works. An employee who is called into work

under this paragraph may turn in a mileage claim in compliance with District policy governing mileage reimbursement.

Section 7. Building/Boiler Check. If an employee is assigned to conduct a building check/boiler check on a day or at a time when the employee was not otherwise scheduled to work, the District will pay the employee for a minimum of one and one-half (1.5) hours at the employee's regular rate of pay, unless the employees works more than forty hours during the work week, in which case Article VI, Section 1, subdivision 5 will apply.

ARTICLE VII LEAVES OF ABSENCE

Section 1. Sick Leave: Full-time employees will earn sick leave at the rate of one day per month and may accumulate a maximum of 70 days of unused sick leave. Part-time employees will earn sick leave on a prorated basis. Sick leave allowed will be deducted from accumulated sick leave. When an employee accumulates the maximum of 70 days of unused sick leave, the District will treat any sick days that are earned but cannot be used because they are above the maximum of 70 days as follows: Fifty percent of any days not used in a given school year will be put into an incentive account which will be payable to the individual upon leaving employment from the District at the employee's current hourly rate of pay at the time of employment. The days will be converted to hours each year so when the employee leaves District employment, that number of hours will be paid at the current hourly rate directly into the account. The employee's contribution(s) into the MSRS account will be made within 60 calendar days after the employee's effective date of termination.

Section 2. Sick Leave Retirement Benefit: Upon proper notice of retirement or other separation from employment with the District, an employee who has completed at least fifteen (15) years of service to the District and is immediately eligible to receive PERA benefits is also eligible to receive the following retirement or separation benefit: The District will make a direct payment to the employee's MSRS Post-Retirement Health Care Savings Plan at the employee's daily rate of pay for 100% of the employee's accrued, unused sick leave days up to a maximum of 70 days. The total amount of the employee's retirement or separation pay will be deposited directly into the retiree's MSRS Post-Retirement Health Care Savings Plan account no later than 60 calendar days after the retiree's effective date of retirement. The retiree will not receive any direct payment from the School District for severance pay. The retirement or separation benefit described in this section is in addition to the incentive leave described in Section 1 of this Article.

Section 3. Bereavement: An employee may take up to four (4) days of paid bereavement leave for each death in the employee's immediate family. This time will not be deducted from accumulated sick leave. "Immediate family" is defined as the employee's spouse, grandparent, parent, child, sibling, niece, nephew, grandchild, domestic partner living in the home, any relative who is living in the same household as the employee; or the grandparent, parent, child, sibling, niece, nephew, or grandchild of the spouse or domestic partner living in the home. An employee who has accumulated sick leave may take up to two (2) days of paid bereavement leave for the death of an aunt or uncle who does not live in the home, but the time will be deducted from the employee's accumulated sick leave.

Section 4. Vacation: All full-time employees in the bargaining unit who work twelve months per school year will earn vacation based on years of service as indicated below. Employees may not use vacation during the probationary period. A year of service is twelve months (July 1 to June 30). Vacation will be pro-rated for any full-time, year-round employee who starts after July 1. Vacation requests will be approved unless the District determines that granting the request for vacation would unreasonably interfere with District operations.

Years of Service Completed	Days of Vacation
0-4	12*
5-14	17
15-17	22
18 plus	27

*Leads and Maintenance Specialists will start with 17 days of vacation and are eligible to increase to 22 days of vacation after completing 15 years of service to the District.

Subd. 1. Carry-Over and Annual Payout: An employee who earns vacation must use all days of vacation within six months after the school year in which the vacation days were earned. Any employee who has unused days of vacation as of December 31 will be paid for those days at their daily rate of pay.

Subd. 2. Resignation or Retirement: Upon resignation or retirement, an employee will be paid for all earned but unused days of vacation at the employee's daily rate of pay.

Section 5. Worker's Compensation: Employees must immediately notify their immediate supervisor or the Director of Human Resources of all work-related injuries/illnesses. An employee who was injured on the job in the service of the District and is collecting worker's compensation insurance may use accumulated sick leave to receive full salary from the District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accumulated sick leave.

Section 6. Unpaid Medical Leave: An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury, and who has exhausted all accumulated sick leave, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, for up to six (6) months. This leave may be renewed at the discretion of the school district. A request for leave of absence, or renewal, under this section must be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 7. General Unpaid Leave of Absence. In the event a request for leave is not covered by any other provision of this agreement, an employee may request a general unpaid leave of absence for a period of up to twelve consecutive months. The District has complete discretion in deciding whether a request for a general unpaid leave of absence will be granted. The District's decision to grant or deny such a request is not subject to the grievance process.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee must pay the entire premium for such insurance commencing with the beginning of the leave and must pay to the school district the monthly premium in advance.

Section 9. Credit: An employee who returns from an unpaid leave will retain experience credit for pay purposes and other benefits which had accrued at the time leave commences. No credit will accrue for the period of time that an employee was on an unpaid leave.

Section 10. Jury Duty: An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular pay during the period of service. To the extent possible, employees are expected to report or otherwise perform their regular duties when temporarily excused from jury duty. If a second shift employee serves for a minimum of four hours on jury duty, the employee will not be asked to work a regular shift that night.

ARTICLE VIII HOURS OF SERVICE

Section 1. Hours of Service: The District has the right to establish reasonable work schedules.

Section 2. Lunch Break: Employees who work at least eight hours in a day will be provided a duty-free unpaid meal period of at least thirty (30) minutes. The lunch period will be exclusive of the workday and will not count as hours worked. The District may establish the time of the day when an unpaid meal break is taken. This meal time should be flexible to best protect the building and serve the public, but will be as close to normal meal time as possible. In the event of an emergency that requires an employee to perform work during a meal break, the employee will be permitted to resume the meal break after the emergency ends.

Section 3. Holidays: Full-time employees who work twelve months per school year will receive the following paid holidays:

Independence Day (3)	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Mid-Winter Break Monday
Thanksgiving Friday	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

If a paid holiday falls within an employee's vacation period or other form of paid leave, the holiday will not count as a vacation day or other day of paid leave. An employee who is required to work on a paid holiday will be paid for the hours worked at twice the employee's regular rate of pay. If an employee is not required to work on the actual holiday but is required to work on Memorial

Day weekend, Labor Day weekend, or Easter weekend, the employee will be paid at twice the employee's regular rate of pay for the hours worked.

Section 4. Required Training: If the District requires an employee to attend training, the District will pay the employee at his or her regular hourly rate to attend the training.

Section 5. Licenses:

Subd. 1. Reimbursement: The District will reimburse employees up to \$500 total per school year for classes that the District asks the employee to take in order to obtain a license to do the employee's job. This includes the cost of the class, mileage, meals, renewal fee, and lodging. Prior approval must be obtained from the Director of Buildings & Grounds and the Director of Business Services. Reimbursement will occur upon completion and passing of class with paid receipts upon submission of the valid license to the Director of Buildings & Grounds and the Director of Human Resources.

Subd. 2. CPO License: The District may request an employee to become licensed as a Certified Pool Operator. The District will reimburse the employee for the cost of the class, mileage, meals and lodging. Reimbursement will occur after the employee submits paid receipts and a valid license to the Director of Buildings & Grounds.

Section 6. Job Posting: The District will notify the Union steward(s) about new positions and vacancies in the bargaining unit at least five days before filling the position or vacancy so that employees may apply for the new position or vacancy. The District may provide this notice by email or other practical means. The District will consider seniority in the hiring process, but seniority will not be the determining factor unless the District concludes that two candidates for a position or vacancy are in all other respects equal. Upon request, the District will inform a senior applicant who was not hired for a position or vacancy of the reason why he or she was not hired.

**ARTICLE IX
GROUP INSURANCE**

Section 1. Selection of Carriers: The District will select insurance carriers and policies as provided by law. If the School Board maintains a health insurance advisory committee, two members of this bargaining unit may serve on the committee.

Section 2. Health and Hospitalization Insurance.

Subd. 1. Traditional Plan: The District will contribute up to \$7,250 per school year toward the annual premium for medical insurance for each full-time, twelve month employee who selects single coverage and is enrolled in the District's group health and hospitalization plan. Any additional cost of the premium will be borne by the employee and paid by payroll deduction. The District will contribute up to \$12,480 per school year toward the annual premium for medical insurance for each full-time, twelve month employee who selects dependent coverage and is enrolled in the District's group health and hospitalization plan. Part-time employees (employees who work fewer than 40 hours per

week on average) are eligible for prorated health insurance premium contributions benefits if they work an average of 30 hours per week or more than 1,000 hours per school year are eligible for insurance benefits.

Subd. 2. Consumer Driven Health Plan Option: The District offers a Consumer Driven Health Plan “CDHP” to employees work an average of 30 hours per week or more 1,000 hours per school year. For each full-time, twelve-month employee who qualifies for and is enrolled in the School District’s group high deductible health insurance plan, the School District will contribute \$1,000 to the HSA or VEBA account if the employee selects single coverage and \$2,000 to the HSA or VEBA account if the employee selects dependent coverage. One-half of the contribution will be deposited into the employee’s HSA or VEBA account on October 15 and the other one-half will be deposited on the last working day in February. Part-time employees (employees who work fewer than 40 hours per week on average) are eligible for prorated health insurance premium contributions benefits if they work an average of 30 hours per week or more than 1,000 hours per school year are eligible for insurance benefits.

Subd. 3. Duration of Insurance Contribution: A custodian is eligible for School District contribution as provided in this Article as long as the custodian is employed by the School District. Upon termination of employment, all District contributions shall cease.

Section 3. Long Term Disability Insurance: The District will contribute up to \$180 per school year toward the premium for Long Term Disability Insurance for each full-time employee.

Section 4. Dental Insurance: The District will contribute up to \$480 per school year toward the annual premium for dental insurance for each full-time, twelve month employee who selects single coverage and up to \$1,325 per school year toward the annual premium for dental insurance for each full-time, twelve month employee who selects dependent coverage.

Section 5. Life Insurance: The District will contribute up to \$120 per school year toward the annual premium for a group term life insurance policy with a death benefit in the amount of \$50,000 for each full-time, twelve-month employee. Any additional amount will be paid by the employee by payroll deduction.

Section 6. Claims Against the School District: The district’s only obligation is to select an insurance policy and pay the premium amounts stated in this Agreement. The District is not representing or guaranteeing that any specific claim will be covered by insurance. No claim may be made against the District as the result of a denial of coverage or other denial by the insurance carrier.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Grievance Definition: “Grievance” means a dispute or disagreement between an employee and the District as to the interpretation or application of terms and conditions of employment insofar as such matters that are contained in this agreement.

Section 2. Representation: The employee and the District may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: For purposes of this agreement, the term “days” means calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by the grievance procedure in this Article, the date of the act, event, or default for which the designated period of time begins to run is not included. The last day of the period so computed will be counted, unless it is a Saturday, a Sunday, or a holiday, in which case the period runs until the end of the next day that is not a Saturday, a Sunday, or a holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document will be timely if it is personally served, sent by email, or bears a postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance will not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) calendar days after the date the event giving rise to the grievance, or within twenty (20) calendar days after the employee should reasonably have had knowledge of that event. The failure to file any grievance within the twenty-day period will be deemed a waiver of the grievance. The failure to appeal a grievance from one level to another within the time periods stated in this Agreement will also result in a waiver of the grievance.

Section 5. Adjustment of Grievance: An effort will be made to resolve all grievances as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussions between the employee and the director of buildings and grounds, the director of buildings and grounds shall give a written decision on the grievance to the employee within ten (10) calendar days after receipt of the written grievance.

Subd. 2. Level II: If the grievance is not resolved at Level I, the employee or the exclusive representative may appeal the decision of the director of buildings and grounds to the Superintendent, provided that the appeal is made in writing within ten (10) calendar days after receipt of the decision at Level I or the expiration of time for the building principal to issue a decision. If a grievance is properly appealed to the Superintendent, the Superintendent or a designee may set a time to meet with the employee or the exclusive representative regarding the grievance. Within ten calendar days after receiving the grievance, the Superintendent or a designee will issue a decision in writing to the parties involved.

Subd. 3. Level III: If the grievance is not resolved at Level II, the employee or the exclusive representative may appeal the decision within five days after receipt of the decision at Level II. If a grievance is properly appealed to the School Board, the School Board or its representative(s) will set a time to hear the grievance within thirty days after receipt of the appeal. The School Board or its representative(s) will issue a decision within thirty days after hearing the grievance.

Section 6. Denial of Grievance: Failure by the District or its representative to issue a decision within the time periods provided above, including observance of dates and time of meetings, will constitute a denial of the grievance and the employee may appeal it to the next level within the prescribed time period.

Section 7. Arbitration: In the event that the employee and the District are unable to resolve a grievance, the exclusive representative may submit the grievance to arbitration as stated below:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing and must be signed by the exclusive representative. Such a request must be received in the office of the Superintendent within fifteen calendar days following the decision at Level III of the grievance process.

Subd. 2. Prior Compliance Required: The arbitrator has no jurisdiction and may not consider a grievance unless it has been duly processed in compliance with the timelines and other grievance procedures stated in this Article.

Subd. 3. Selection of Arbitrator: Upon submission of a request to arbitrate that is made in compliance with the procedures and deadlines in this Article, the parties shall attempt to agree upon the selection of an arbitrator within fifteen (15) days after the request to arbitrate. If no agreement on an arbitrator is reached, either party may request that the Bureau of Mediation Services (BMS) submit a list of arbitrators, provided such request is made within fifteen days (15) after the request for arbitration. The District and the exclusive representative will select an arbitrator from such list by alternately striking names from such list until only one name remains. The person remaining shall be the arbitrator. If the parties cannot agree on who shall strike from the list first, it will be determined by a toss of a coin. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the BMS within the time periods provided herein will result in a waiver of the grievance.

Subd. 4. Hearing: The grievance will be heard by a single arbitrator and each party may be represented by counsel at its own expense or by another representative of the party's choosing. The parties will have the right to submit evidence, which may include offering testimony, and to make oral or written arguments relating to the issues before the arbitrator.

Subd. 5. Decision: The arbitrator must issue a decision within thirty (30) calendar days after the close of the hearing and the receipt of any post-hearing briefs, unless such deadline is waived by the parties or their representatives. A decision by the arbitrator in a case

properly before the arbitrator will be final and binding upon the parties, subject to the limitations provided by PELRA and applicable law.

Subd. 6. Expenses: Each party will bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party, but the cost of any court reporter requested and the cost of any transcript or copy will be at the expense of the party requesting any one of them. The parties will share equally the fees and expenses of the arbitrator, and any other expenses which the parties mutually agree in writing are necessary.

Subd. 7. Jurisdiction: The arbitrator will only have jurisdiction over disputes or disagreements relating to grievances that are properly before the arbitrator in compliance with this Article, the terms of this Agreement, and the provisions of PELRA. The jurisdiction of the arbitrator does not extend to untimely grievances or to proposed changes in terms and conditions of employment or proposed changes to this written Agreement.

Subd. 8. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, will immediately waive any and all rights to pursue a grievance under this Article. Upon instituting proceedings in another forum, the employee will waive any right to initiate a grievance or receive an arbitration decision pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further or receive a decision. This section will not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**ARTICLE XI
PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the District to the continuous and uninterrupted operation of the school is of paramount importance. The exclusive representative agrees, therefore, that during the terms of this Agreement neither the exclusive representative nor any individual employee may engage in any strike. The parties agree that procedures affecting this Article are provided for by PELRA and, therefore, shall not be subject to the grievance or arbitration procedure.

**ARTICLE XII
PROBATION, DISCIPLINE, AND LAYOFFS**

Section 1. Initial Probationary Period: All new employees must serve an initial probationary period of 90 days of continuous service in the District. During the initial probationary period, the District has the unqualified right to suspend without pay, discharge, or otherwise discipline an employee. Additionally, during the initial probationary period, the employee may not grieve or access the grievance procedure insofar as suspension, discharge or other discipline is concerned. The probationary period may be extended for an additional 90 days upon mutual agreement by the District and the exclusive representative.

Section 2. Discipline: The District may discipline or discharge an employee who has completed the probationary period for just cause. The District may impose any form or level of discipline that is commensurate with the nature and severity of the offense. Discipline may include, but is not necessarily limited to, the following:

- a. Oral Reprimand
- b. Written warning or written reprimand;
- c. Suspension without pay; and
- d. Discharge.

Section 3. Layoffs: The District will lay off employees in the inverse order of seniority within their classification, as defined by this Agreement. An employee may not displace another employee who holds a license (including, but not limited to, a boiler license, pool license, or chief license) that the District deems to be necessary for a particular building. If an employee holds a license that the District deems to be necessary for a particular building, the District may exempt the employee from the layoff process. The District is not required to realign employees or positions as part of the layoff process.

**ARTICLE XIII
RETIREMENT AND RESIGNATION**

Section 1. Resignation: Two (2) weeks' notice shall be required of an employee wishing to resign in good standing.

Section 2. Proper Notice: If proper notification is given for a resignation or retirement, accrued vacation pay shall be granted.

Section 3. Retiree Insurance Benefits: Retiring employees may continue in the School District's group health insurance plan at their own expense as provided by applicable law.

ARTICLE XIV DEFERRED MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: An employee who works an average of least twenty hours per week and has been employed by the District for at least twelve continuous months is eligible to participate in a matching deferred compensation plan in accordance with Minnesota Statutes section 356.24 and this Agreement. For each eligible employee, the District will make a matching contribution, on a dollar-for-dollar basis, in an amount up to \$750 per school year for all employees except the high school lead custodian, who is eligible for a match up to \$1,000 per school year. To participate and receive this benefit, an employee must notify the District in writing no later than September 15 that the employee intends to participate in the 403(b) matching plan and must authorize payroll deductions to the 403(b) plan.

Section 2. Approved Plans: The District will make matching contributions only to deferred compensation plans offered by the pre-approved vendors selected by the District, as set out in policy.

Section 3. Discontinuance of Service: Individuals who, for whatever reason, leave the service of the District prior to eligibility for the balance of the payout shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District has no current or future liabilities for said investment programs as a result of the severing of service.

Section 4. Portfolio Management: The management of both the individual and District contributions is solely the responsibility of the employee in whose name the contributions have been made. The District assumes no current or future liability of contributions made to these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decision which are made by the employee.

Section 5. Hold Harmless Provisions: Employees are not to construe the Plan or the District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District. The District has neither reviewed nor approved any investment programs that the employee may obtain by way of contributions under the Matching Plan. The employee agrees to indemnify and hold harmless the District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

**ARTICLE XV
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023 and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing at the end of its term that party must give written notice of such intent to the other party no later than ninety (90) days before the term of this Agreement ends. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days before the term of this Agreement ends.

Section 2. Complete Agreement: This Agreement constitutes the full and complete Agreement between the District and the exclusive representative. This Agreement applies to employees covered under this Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement are severable. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement will remain in full force and effect.

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

Service Employees International Union, Local 284
450 Southview Blvd
South St. Paul, Minnesota 55075

Chisago Lakes Schools, ISD #2144
29678 Karmel Ave
Chisago City, Minnesota 55013

Coty Filip, Union Representative

Mark Leigh, Board Chairman

Chris Marks, Union Steward

Danielle Strenke, Board Clerk

Dated this _____ day of _____, 2022

Dated this _____ day of _____, 2022