

Our mission is to provide a safe educational environment where students develop lifelong learning skills that nurture positive attitudes and self-worth.



MASTER CONTRACT AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #885

AND

SCHOOL SERVICE EMPLOYEES LOCAL NO. 284

**Representing:
Custodial
Maintenance**

July 1, 2022 - June 30, 2024

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1. PURPOSE

This Agreement is entered into between the School District of Independent School District No. 885, St. Michael-Albertville, Minnesota, hereinafter referred to as the School District, and School Service Employees Local No. 284, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for all members of the appropriate unit.

2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1. RECOGNITION

In accordance with the PELRA, the School District recognizes School Service Employees Local No. 284, as the Exclusive Representative for all members of the appropriate unit.

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

3. DEFINITIONS

3.1. TERMS AND CONDITIONS OF EMPLOYMENT

The 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 employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment are subject to the provisions of PELRA."

3.2. DESCRIPTION OF APPROPRIATE UNIT

"Appropriate unit" means all employees in custodial and maintenance excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose service do not exceed fourteen (14) hours per week or 35% of the normal work week in the employee's appropriate unit, employees whose positions are basically temporary or seasonal in character and are not for more than sixty-seven (67) full working days in a single position in any calendar year, and, emergency employees.

3.3. OTHER TERMS

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

3.4. DEFINITION OF WORK

Work shall be based on applicable job descriptions.

3.5. DEFINITION OF DAY

For the purpose of this agreement, a day shall be defined as business days: Monday through Friday not including federal holidays or any other holiday in which the majority of employees would not normally be working.

4. SCHOOL DISTRICT RIGHTS

4.1. INHERENT MANAGERIAL RIGHTS

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

4.2. MANAGEMENT RESPONSIBILITY

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.

4.3. EFFECT OF LAWS, RULES, AND REGULATIONS

The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School 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 and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void without force and effect.

4.4. RESERVATION OF MANAGERIAL RIGHTS

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the School District.

5. EMPLOYEE RIGHTS

5.1. RIGHT TO VIEW

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

5.2. RIGHT TO JOIN

Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and condition of employment for employees of such unit with the School District.

5.3. REQUEST FOR DUES CHECK-OFF

With the authorization of the employee, each employee shall have the right to request and be allowed dues check-off for the Union. The employee request shall be in the form of a written or electronic authorization submitted to the Union. The Union shall provide the School District with the appropriate form of authorization (examples of appropriate form are: paper or electronic file) for dues/premier member dues deduction.

The School District agrees to honor and implement the terms of 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 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 shall be remitted to the Union monthly.

5.4. UNION ACCESS TO INFORMATION

The School District shall make available to the Union a bargaining unit list of employees including name, address, phone number(s), electronic mail address, work hours, work location, position, classification, wage schedule placement, and date of employment. The parties agree this request should be limited to two times per twelve months, or to comply with an exceptional situation.

Employees in the bargaining unit are being placed on notice that the District has determined that the disclosure of this information is necessary to implement Minnesota chapters 179 and 179A and therefore the unit list is being provided to the Union pursuant to Minn. Stat. Section 13.43, Subd. 6.

6. RATES OF PAY

6.1. RATES OF PAY

6.1.1. Rates

The wages and salaries reflected in [Appendix A](#) shall be a part of the Agreement.

6.1.2. Salary Freeze

The School Board reserves the right to withhold a salary increase when an individual does not or cannot perform his or her job satisfactorily. In such an event, the District would provide the staff member with written notice and a minimum period of thirty days to correct the deficiencies or provide a disciplinary notice of suspension citing the District intends to exercise this right.

6.1.3. Classifications

Employees who are assigned to more than one classification shall be paid based upon the number of hours worked in each classification at the rate for said classification set forth in the Basic Wage Matrix in [Appendix A](#).

6.1.4. Probation upon Change of Classification

Employees promoted or transferred to a different classification shall serve a ninety (90) day probationary period in the classification. During this probationary period, the District may revert the employee to the previous position; likewise the employee may elect to return to such previous position. In the event that the previous position is not open, the employee shall be placed in a position as similar in class and shift as may be available. In no case will an employee returning/reverting to a former position be denied continuing employment. This may require the layoff of a less senior employee.

6.1.5. Job Change Step Placement

If a current employee is promoted or changes jobs to a classification requiring additional responsibilities associated with a higher wage schedule that employee shall receive the entry level wage of the new position. If the employee's present wage rate is equal to or greater than the entry level of the new position, the employee shall be placed on the next step of the appropriate wage schedule that results in an increase. Job changes will not take place on July 1. The wage increase shall be effective from date of the job change/promotion until the end of the contract year. On that date the employee shall move to the next wage step in that classification.

If a current employee is assigned to a job or changes jobs to a position within the present group to a classification requiring less responsibilities, the employee shall receive the wage of the new position based upon the placement of an employee with similar years of service to the District in the assigned position.

A new employee shall be placed on such step of the salary schedule as agreed between the District and the employee based on the employee's prior work experience up to a maximum of step 2 except as noted below.

The District retains the discretion to place up to a maximum of ten (10) employees per school year (July 1 to June 30) up to a maximum of step 3 on the salary schedule as agreed between the District and employee for any new position or vacancy in the unit as defined in Section [14.2](#) of this contract.

6.1.6. Temporary Pay Classification Increase

An employee who is appointed to temporarily replace an employee in a higher pay classification, at four (4) consecutive days in the higher classification, will receive the higher rate of pay retroactive to the first (1st) day in the higher classification. The employee shall receive the entry level pay of the new position, unless the employee's present wage rate is greater than the entry level of the new position. If the employee's present wage rate is greater than the entry level of the new position, the employee shall receive the wage of the first step that is higher than the employee's present wage rate. This article does not apply to summer appointments for custodians when assigned to a shift where a lead custodian is not on duty.

7. INSURANCE

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

7.1. HEALTH AND HOSPITALIZATION INSURANCE

7.1.1. Definition

Effective October 1, 2023, School District health insurance benefits shall be provided for all employees whose assignments require that they work twenty (20) hours or more per week in one or more positions and one hundred seventy (170) days or more per year.¹ The full District contribution shall apply to employees who work at least 35 hours per week and at least 170 days per year. Part-time will be credited on a prorated basis in accordance with the chart stated below.² The employee shall pay any premium cost above the District's contribution by payroll deduction for a school District policy of the employee's choice.

- Less than 20 hours per week – not eligible for district contribution
- 20 or more hours per week – 50% of the district contribution
- 25 or more hours per week – 62.5% of the district contribution³
- 30 or more hours per week – 75% of the district contribution⁴
- 35 or more hours per week – 100% of the district contribution⁵

7.1.2. Single Insurance

The School District shall contribute up to \$621.00 per month for the 2022-2023 and \$633.00 for the 2023-2024 work years for the premiums for any full time employee who qualifies for and is enrolled in the School District's VEBA or HSA insurance plans.⁶

Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. A portion of the monthly contribution will be put into a health saving account for employees enrolled in the School District's VEBA insurance plan.

7.1.3. Dependent Coverage

The School District shall contribute up to \$1,432.00 per month for the 2022-2023 and \$1462.00 for the 2023-2024 work years for premiums for any full time employee who qualifies for and is enrolled in the School District's VEBA or HSA insurance plans.⁷

Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. A portion of the monthly contribution will be put into a health saving account for employees enrolled in the School District's VEBA insurance plan.

¹ The language in this section (7.1.1) will go into effect as of October 1, 2023. Prior contribution rates and rules will remain in effect through September 30, 2023.

² Maintenance employees between two thresholds will be grandfathered in at the next high level/percentage as of October 1, 2023 on a one-time transitional basis only.

³ Employees who work between 20 to 24.99 hours a week would be eligible for 50% of the district contribution.

⁴ Employees who work between 25 to 29.99 hours a week would be eligible 62.5% of the district contribution.

⁵ Employees who work between 30 to 34.99 hours a week would be eligible for 75% of the district contribution.

⁶ The district contribution change for the 2023-23 work year will be effective October 1, 2023.

⁷ The district contribution change for the 2023-24 work year will be effective October 1, 2023.

7.2. LIABILITY PROTECTION

The School District will defend and indemnify any employee to the extent required by Minnesota Statutes, Section 466.07.

7.3. INCOME PROTECTION

The School District shall contribute the full premium for an income protection policy for all employees whose permanent assignment requires that they work twenty (20) hours or more per week and one hundred seventy (170) days or more per year.

7.4. LIFE INSURANCE

The School District shall contribute the full premium for a \$50,000 life insurance policy for employees who work at least 35 hours per week and at least 170 days per year. Any employee for whom the District provides a life insurance policy may opt to purchase an additional \$25,000 policy at the employee's expense. Other employees may carry life insurance at their own expense.

7.5. DENTAL INSURANCE

The School District shall contribute up to \$340.00 per year for single or family coverage for employees who qualify for and enroll in the District's insurance program. Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. Qualifying provisions in section [7.1.1](#) apply here also.

8. LEAVES OF ABSENCE

8.1. SICK LEAVE

8.1.1. Rate

All employees shall earn sick leave at the rate of 1.25 days* for each month of service in the employment of the School District on a prorated basis.

8.1.2. Accumulation

Unused sick leave days* may accumulate to a maximum of one hundred fifteen (115) days* of sick leave per employee.

8.1.3. Usage

Sick leave pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness, medical appointment, or dental appointment which prevented the employee's attendance at work and performance of duties on that day* or days*. A doctor's certificate may be required by the School District. An employee may use up to ten (10) days* per year of sick leave upon written statement of a physician that the employee's attendance to an ill spouse or parent living in the employee's household was necessary. Up to two (2) days of sick leave per year may be utilized for medically prescribed care of a parent or non-dependent child living outside of the home up to the discretion of the superintendent, or his/her designee. Additional leave may be granted at the discretion of the Superintendent, or his/ her designee.

Sick leave pay will not be granted the work day immediately before or the work day immediately after a designated vacation day without a doctor's certificate.

8.1.4. Sick leave allowed shall be deducted from the accumulated sick leave days* earned by the employee.

8.1.5. Sick Leave Usage for Family Members

Sick leave may be used as described under Minnesota Statute Section 181.9413.

8.1.6. Sick Leave Savings Incentive

Employees who have continuously worked for the District for over four (4) years and have a minimum of sixty (60) stored sick leave days may request the following:

The partial value of the sick days allotted during that year may be paid as compensation upon written request and subject to the following terms and conditions:

- A. If you earned fifteen (15) sick leave days in the year and used no more than two (2) sick days (applicable to the use of sick time for any purpose otherwise permitted by the Agreement), the value of the remaining days shall be calculated at the employee's current rate of pay and paid out as additional compensation. The maximum amount of days available to convert into compensation is five (5) days. Under no circumstances shall an employee be able to convert more than one-third of the sick time earned in a year.
- B. The employee must make the request for payment of sick days in writing on a District designated form and submit the form to the District Office between July 1 and July 31. After this eligibility period, the employee will forfeit any opportunity to cash out sick leave for the previous school year.

- C. In the event the employee is terminated or leaves his or her employment prior to the July 1 of the eligible year, the employee forfeits his or her eligibility for this benefit; and
- D. In the event the employee retires after ten or more years of service at any time, the District will pro-rate this benefit provided all other terms and conditions in this Section are met.

8.1.7. Sick and Personal Leave Savings Incentive

Permanent full-time employees who have continuously worked for the District for over one (1) year, and who do not otherwise qualify for the benefit cited in Section [8.1.6](#), may earn one-day of pay (defined as eight hours at the employee's current hourly rate of pay excluding overrides) per year under the following terms and conditions:

- A. The employee uses no sick time (as applicable to the use of sick time for any purpose permitted under the Agreement), or personal time, from July 1 through June 30 of the following year;
- B. The employee must make the request for payment of sick days in writing on a District designated form and submit the form to the District Office between July 1 and July 31. After this eligibility period, the employee will forfeit any opportunity to cash out sick leave for the previous school year; and
- C. In the event the employee is terminated or leaves his or her employment prior to the July 1 of the eligible year, the employee forfeits his or her eligibility for this benefit.

8.1.8. Sick Leave Bank

An employee accessing the sick leave bank:

- Is a maintenance unit employee who is physically incapable of performing his/her duties due to a serious medical condition caused by a life threatening, chronic illness, injury or accident where the maintenance unit employee has applied for long-term disability (per doctor statement) and is for a serious medical condition that is not a result of a workers' compensation compensable injury. The determination as to qualification under this section is at the discretion of the superintendent and is not subject to grievance
- Must have exhausted his/her accumulated sick leave
- Has not yet qualified for the District's income protection plan

8.2. BEREAVEMENT LEAVE

The following rules shall be applicable in requesting and granting leave days*:

- A. Up to three (3) days*, non-accumulative, without loss of pay, for the death of immediate family members may be granted.
- B. The term "immediate family members" shall include: spouse, parent, child, brother, sister, grandparent, or grandchild and a person for whom the employee is the legal guardian.
Up to two (2) days*, non-accumulative, may be granted for a spouse's parent, child, sibling, grandparent, or grandchild.
- C. Additional leave will be allowed with the permission of the superintendent, or his/her designee. If granted, this time will be deducted from sick leave.
- D. Each employee will be allowed to attend the funeral of a relative or a friend not included in the immediate family subject to the approval of the superintendent, or his/her designee. This time will be deducted from sick leave.

8.3. PERSONAL LEAVE

8.3.1. All employees may be granted leave of two (2) days* per year, non-accumulative and not to be deducted from sick pay for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. Employees will not be required to provide an explanation on the personal day request. Days* taken beyond the maximum of two (2) days* per year, will be deducted from the employee's pay. Personal leave may be taken in amounts of no less than one-half day* units.

8.3.2. Notice

Notice for personal days must be made on "True Time" to the supervisor to forward to the director of administrative services for approval at least three (3) days in advance, except in cases of emergencies.

8.3.3. A personal leave day* shall not be granted for the first five (5) days or the last two (2) days of the school year, except for an emergency.

8.4. CHILDCARE LEAVE

An employee shall be granted childcare leave pursuant to applicable law.

8.5. WORKERS' COMPENSATION INJURY LEAVE

8.5.1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the workers' compensation act, the School District will pay the difference between the compensation received pursuant to the workers' compensation act by the employee and the employee's regular rate of pay to the extent of the employee's accumulated sick leave and/or vacation pay.

8.5.2. A deduction shall be made from the employee's accumulated sick leave and/or vacation time according to the prorate portions of the days of sick leave or vacation time which is used to supplement workers' compensation.

8.5.3. Such payment shall be paid by the School District to the employee only during the period of disability.

8.5.4. In no event shall the additional compensation paid to the employee by virtue of sick leave, holiday or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

8.5.5. An employee who is absent from work as a result of an injury compensable under workers' compensation act who elects to receive sick leave or vacation pay pursuant to this policy shall show his/her workers' compensation check to the School District prior to receiving payment from the School District for his/her absence.

8.6. JURY DUTY LEAVE

Pay will not be deducted for employees if required to serve on jury duty. Per diem pay for serving on jury duty shall be remitted to the District.

8.7. VACATIONS

8.7.1. Rate

All twelve (12) month employees, not otherwise employed in a position that is classified as temporary or seasonal employment (i.e. summer, temporary, or substitutes), shall earn vacation leave at the rate of .8333 days* per each month of service in the employ of the School District on a prorated basis through the first complete year of employment.

Each employee who is employed for twelve (12) months will be granted vacation time on the following basis:

YEARS OF CONSECUTIVE EMPLOYMENT IN DISTRICT 885 SCHOOLS:

One Year	11 Days*	Ten Years	18 Days*
Two Years	12 Days*	Thirteen Years	19 Days*
Three Years	13 Days*	Fifteen Years	20 Days*
Four Years	14 Days*	Eighteen Years	23 Days*
Five Years	15 Days*	Twenty Years	25 Days*

8.7.2. Non-Accumulation

Vacations shall not be accumulated from year to year.

8.7.3. Scheduling

Employees shall be given every reasonable and practical choice of vacation periods possible. Those with greater seniority shall be given preference. Vacations are to be scheduled subject to the District's operational needs as determined by School District administration and the scheduling will take into account the amount of notice the employee has given in making the vacation request. Employees generally must submit vacation requests with a minimum of two (2) weeks' notice. Requests by custodian staff for vacations during the summer generally must be submitted by May 15 each year to allow for scheduling major maintenance projects.

8.7.4. Duration

Vacations shall ordinarily be scheduled on a calendar week basis starting with Sunday. Vacations shall ordinarily not be scheduled for a period of less than one-half (1/2) day.*

8.7.5. Vacation During Holidays

When a holiday listed in this agreement falls within an employee's paid vacation period the holiday will not be counted as a vacation day and will not be deducted from the employee's vacation accumulation.

8.8. HOLIDAYS

There shall be paid holidays for all employees covered under this Agreement on a prorated basis. Employees will be paid for holidays based on their normally scheduled work day. Any employee required to work on a school-designated holiday shall be paid at the rate of two (2) times their normal rate of pay. Any employee required to work on the actual holiday shall be paid at the rate of three (3) times their normal rate.

8.8.1. Dates

The following days will be observed as holidays:

Independence Day	Labor Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	New Years Eve Day	New Years Day
Good Friday	Memorial Day		

8.8.2. Eligibility

The Independence Day holiday is observed as a paid holiday for 12 month employees only.

9. HOURS OF SERVICE

9.1. WORK WEEK

The basic work day for full-time employees shall be eight and one-half (8 1/2) hours per day, including a thirty (30)-minute unpaid lunch period. The basic work week shall be five (5) consecutive days per week, unless mutually agreed to by the employee and the School District. The basic workday for a full-time flex employee shall be ten and one-half (10 ½) hours per day, including a thirty (30) minute unpaid lunch period. The basic work week shall be four (4) consecutive days per week, unless mutually agreed to by the employee and the School District. Any holidays and/or personal days will be paid based on the normal workday. A four (4), ten (10) hour workday week may be scheduled during the summer at school buildings where sufficient staff is available to cover building activities and the needs of the staff and building schedule can be met.

9.1.1. Vacation Offset for Flex Employees

Effective for the duration of this Agreement only, the district will allocate an additional twenty-four hours of vacation for employees permanently scheduled to work a flexible 10 ½ hour shift so that the employee can use the allocation to offset the differential in hours earned for holidays and personal days per work year. These days would be allocated July 1 and would be prorated in the event of separation. This allocation of offset time would be prorated in the initial year of this Agreement. It is the employee’s responsibility to record the allocated time into the district system of record. This benefit applies to designated flex shift employees only and only up to a maximum of two (2) full-time flex positions.

Section 9.1.1 is classified as an Memorandum of Understanding and expires in its entirety as of June 30, 2024.

9.2. MEAL PERIODS

Each eight (8)-hour employee shall normally receive a thirty (30)-minute duty-free unpaid meal period near the midpoint of each work shift. Each employee who works at least six (6) hours per day but less than eight (8) hours per day shall normally receive a thirty (30)-minute duty-free unpaid meal period near the midpoint of each work shift, except that if taking the meal period would result in less actual daily pay for the employee, the employee may choose whether to take a thirty (30)-minute duty-free unpaid lunch period, provided adequate coverage can be found for the employee's position while the employee is at lunch. An employee on a duty-free lunch may use that time as the employee chooses, including activities off of school grounds. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time. An employee's lunch period may be extended up to an additional thirty (30) minutes upon mutual agreement of the employee and supervisor. The

employee and supervisor shall schedule the lunch period in conjunction with the operational needs of the School District.

9.3. REST BREAKS

Each employee shall normally receive a fifteen (15)-minute paid rest period during each four (4) hours of work. An employee may be required to work through a rest period in unusual circumstances. The employee and supervisor shall schedule the rest period(s) in conjunction with the operational needs of the School District. The rest period may not be accumulated nor taken at the beginning or end of the day.

9.4. NOTICE OF WORK YEARS

The individual employee's daily work program including starting and quitting time will be guided by the needs for best operation of the school building as determined by the superintendent of schools. The District will have job descriptions that will designate employee's work schedule for the school year.

9.4.1. The School District has the responsibility to staff the District to meet its operational needs. Based on this responsibility, the District has the right to establish the work week and work hours of each District position.

9.4.2. After the annual school calendar is set by the Board, if the School District changes a non-duty day to a duty day, the School District will work with the employee to minimize the impact the change has on the employee's personal commitments and responsibilities. This does not include school closures by the School District administration or the addition of student contact days as a result of previous school closures.

9.5. TIME OFF PROVISIONS

A public employer must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative and must upon request provide for leaves of absence to elected or appointed officials of the Exclusive Representative.

9.6. INCLEMENT WEATHER DAYS

Use of personal or vacation leave will be required if a custodian does not come to work due to inclement weather. No pay days will be permitted if the custodian does not have any remaining personal or vacation leave. Custodians are expected to come to work on inclement weather days, except in hazardous conditions.

9.7. INCLEMENT WEATHER DAYS

In the event of a school closing due to inclement weather, if a maintenance staff employee works the entirety of their scheduled shift, they will be eligible for one additional vacation day equivalent to their normal work day, that will be allocated to the employee at the end of the calendar month in which it is approved. The employee must submit a request to HR by August 1 or the benefit is void. This section will sunset in its entirety on June 30, 2024. Part-time staff members will be pro-rated (i.e. .5 FTE would be eligible for four hours). Maximum benefit per work year is two vacation days.

10. GRIEVANCE PROCEDURE

10.1. GRIEVANCE INFORMATION

A grievance shall mean an allegation by an employee of the appropriate unit or Local 284 on behalf of an employee, resulting in a disagreement regarding the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. Pursuant to MS 179A.20, subd. 4, a written disciplinary action shall constitute a grievance which may be submitted to the grievance procedure.

10.2. REPRESENTATIVE

The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on his or her behalf.

10.3. DEFINITIONS AND INTERPRETATIONS

10.3.1. Extensions

Time limits specified in this Agreement may be extended by mutual agreement.

10.3.2. Days

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays or weekend days.

10.3.3. Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default shall be included in the designated period of time.

10.3.4. Filing and Postmark

The filing or service of any notice or document herein shall be timely if it bears postmark of the United States mail within the time period or the notice or document is personally filed with the appropriate party (Level 1: Supervisor - Director of Buildings and Grounds, Level 2: Superintendent of Schools, Level 3: Director of Administrative Services as School Board designee) and includes the date and signature of both the employee/union steward and appropriate party at the time of hand delivery. Email is not considered sufficient filing or service of any notice or document herein.

10.4. NOTIFICATION AND TIME LIMITATION

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the employee's supervisor setting forth the facts, the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred, or within twenty (20) days after the employee should reasonably have known the event to occur.

10.4.1. WAIVER

Failure of the aggrieved party to file a grievance within such period shall be deemed a waiver thereof. Failure of the aggrieved party to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure of the School District to respond within the time periods shall constitute a denial of the grievance and the employee may appeal to the next level.

10.5. ADJUSTMENT OF GRIEVANCE

An effort shall first be made to adjust a grievance informally between the employee and the supervisor. The School District and the Exclusive Representative shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner.

10.5.1. Level 1

If the grievance is not resolved through informal discussions, the supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

10.5.2. Level 2

In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the superintendent, the superintendent or his or her designee shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent shall issue a decision in writing to the parties involved.

10.5.3. Level 3

In the event the grievance is not resolved in Level 2, the decision may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level 2. Upon receipt of appeal, the School Board shall set a time to hear the grievance, and such hearing shall be made within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

10.5.4. Level 4

A petition for mediation of the grievance may be filed with the State of Minnesota Bureau of Mediation Services to attempt to adjust the matter between the parties involved if the parties mutually agree to submit the matter to mediation. If the mediator cannot resolve the dispute within a reasonable time, he or she, in good judgment, shall declare an impasse. If an impasse has been declared, the dispute may then be appealed to Level 5 as herein provided.

10.5.5. Level 5

In the event that all steps of the grievance have been followed, and the parties are unable to resolve the issue, the grievance may be submitted to arbitration as defined herein.

10.5.5.1. Request

A request to submit a grievance to arbitration must be in writing and signed by the grievant, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level 3, or in the case where mediation has been employed, within ten (10) days following the completion of mediation.

10.5.5.2. Prior Procedure Required

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

10.5.5.3. Selection of an Arbitrator

Upon the proper submission of a grievance under the terms of this Agreement, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint a list of arbitrators from which the parties shall select an arbitrator, providing such request is made within twenty (20) days after the request for arbitration. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

10.5.5.4. Hearing

The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

10.5.5.5. Decision

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

10.5.5.6. Expenses

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in the arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

10.5.5.7. Election of Remedies and Waiver

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

11. PROBATION, DISMISSAL / PROGRESSIVE DISCIPLINE, AND LAYOFFS

11.1. PROBATION

All newly employed employees shall be on probation for one calendar year (i.e. 12 months, if the employee is hired on Feb 1, the employee's probationary period ends the following Jan 31).

Continued employment during this period shall be vested solely in the School Board. All employees shall have a scheduled evaluation at one hundred and eighty (180) days of employment. An evaluation may be scheduled earlier than 180 calendar days if necessary.

For the purposes of this section only, the School District shall consider anyone released during the probationary period and subsequently rehired within one calendar year into the identical job position as continuous service of the purposes of determining whether the one-year probationary period has been satisfied. In addition, upon rehire the previously released probationary employee would assume their original hire date for purposes of determining seniority.

Subsequent to that period, the employee shall attain permanent status subject to the following:

11.2. DISMISSAL / PROGRESSIVE DISCIPLINE

Employees who have completed their probationary period may be dismissed only for just cause. The School District shall have the right to impose discipline on its employees for just cause. Disciplinary action will normally take the following course: 1) oral reprimand, 2) written reprimand, 3) 2nd and/or final written reprimand, 4) suspension without pay, and 5) discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. An oral or written reprimand may be grieved up to Level 3 of the grievance procedure but may not be carried to arbitration.

11.3. LAYOFFS, RECALL, AND REDUCTIONS

11.3.1. Recognition of Groups

In the case of reduction of hours or layoff/ recall the following groups shall be recognized: Custodial/Grounds

The District and the Union recognize that all hours cut from the above groups shall be from the employees with the least seniority.

11.3.2. Bumping

If the situation arises due to layoffs or reductions employees with the following normal daily work hours whose job is being reduced as indicated:

- four (4) hours or less work day, any reduction in hours
- greater than four (4) hours work day, reduction of more than 30 minutes per day

shall be able to bump in the following manner:

- a. Within their group, or within a previous group if employee held a position in that group
- b. For the purposes of layoff, recall and reductions, seniority shall be defined as the day an employee began a permanent position within the District. Employees with the least continuous service shall be laid off first.

- c. No more than one (1) hour may be gained in day length for any employee bumping into a position held by a less senior person.
- d. From the bottom of the seniority list up, per group, bumping the lowest person who keeps the employee whole, according to (c.) above.
- e. In no instance shall an employee bump a more senior person.
- f. In order for an employee to bump another employee, they must meet the qualifications of the position.
- g. In no instance shall an employee bump into a higher pay scale than that which they are currently in.

11.3.3. Recall

Recall of employees on layoff shall follow the same principles as bumping; the most senior employee within a group shall be recalled to the first opening available that is equal or greater to the position they previously held. No employee shall be obligated to return to a position that does not return them to the hours of the position they previously held. An employee shall be eligible for recall for a period of 18 months, or until they accept a new position. If notified of an open position, an employee on layoff shall notify the School District in writing, of their intent to accept the position within five (5) working days. Any employee who is recalled to a position which returns them to full employment and who refuses the position voluntarily terminates their employment with the School District.

12. RETIREMENT AND RESIGNATION

- 12.1.** Three (3) weeks notice shall be required of an employee if he/she wishes to resign in good standing. If resignation occurs during the month of August, four (4) weeks notice shall be required.
- 12.2.** Two (2) weeks notice shall be given an employee if he/she is to be laid off.
- 12.3.** Employees shall give the School District thirty (30) days-notice of their retirement.
- 12.4.** If proper notification is given for resignation or retirement, accrued vacation pay will be granted.

13. MISCELLANEOUS

13.1. PHYSICAL EXAMINATIONS

Physicals, x-rays, or Mantoux Tests as required will be given at the expense of the School District.

13.2. VACANCIES

A copy of each new posting for position or vacancies shall be sent via email to all maintenance staff. New positions or vacancies of more than thirty (30) days duration will be posted for a period of five (5) days and all qualified internal applicants, who are covered under the custodial/maintenance contract, who apply will be interviewed except when the applicant was interviewed by the same interview panel for a similar position within the prior six weeks. The posting shall clearly state the necessary qualifications for the position. Selection of an applicant to fill a posted vacancy shall be made from among eligible applicants in order of classification seniority if any; provided however, the senior applicant's ability and capacity to perform the job are relatively equal to that of other bidders. Applicants for posted positions must submit their bid to the proper office in writing or by electronic submission as directed. Final decision, however, for employment advancement, transfer, or promotion will be made by the employer.

For the purposes of Section 13.2, and as it applies to all positions covered by this contract, a "new posting for position or vacancies" as referenced in this section shall be defined as any position in which the addition of the hours per day is more than one (1) hour. This section will sunset June 30, 2024.

13.3. SAFETY

13.3.1. All regulations and laws of the State of Minnesota and OSHA governing the safety of employees and building occupants shall be complied with by the employer and employees.

13.3.2. All employees who are assigned to work in a building when they are the only person in the building will not be assigned tasks which are considered hazardous by the employee and his/her supervisor. Examples of such tasks are: ladder climbing, electrical circuit repair, tunnel crawling, outside patrolling, pursuit of vandals, and services required in aquatic area.

13.4. REQUIRED TRAINING AND CERTIFICATION

Employees are expected to obtain required minimum licensure or certification as stated by the School District, as a condition for continued employment. The School District will reimburse employees for training courses, license exams and renewal fees required by the School District to maintain the minimum standards required of the position.

13.5. 403(B) MATCHING BENEFIT

After four (4) continuous years of service to the District, an employee will be eligible for a matching 403(b) Plan benefit in a designated account in which the District will match, dollar for dollar, the employee's own contribution subject to the following conditions:

Years of Service in ISD 885	Maximum District Match per School Year
5-9	\$500.00
10+	\$1000.00

Lifetime District matching 403(b) benefit for any individual employee is limited to \$10,000.00.

13.6. BOILER LICENSE REIMBURSEMENT

The School District will reimburse expenses reasonably related to attaining a qualified boiler license, up to \$1000.00 per calendar year, per employee. The employee agrees to take the applicable license exam within one year of reimbursement or as soon as is otherwise practicable under exam rules.

For employees who attain a lead position, or who assume a position or building assignment that otherwise, in the determination of the School District, needs an employee with a boiler license, the one-year service period can be waived at the discretion of the director of administrative services.

The expenses and prospective exam date must be approved in advance by the director of buildings and grounds and the director of administrative services.

In addition, an employee is eligible for the following stipend six months after the successful completion of the applicable exam:

- \$500.00 - 2nd Class Boiler License;
- \$750.00 - 1st Class Boiler License; and
- \$1000.00 - Chief Boiler License

For an employee to be eligible, the employee must be employed by the school district as a maintenance employee on the distribution date.

This section will sunset in its entirety on June 30, 2024.

14. DURATION

14.1. TERM AND REOPENING NEGOTIATIONS

This Agreement shall remain in full force and effect for a period commencing on July 1, 2022, through June 30, 2024, and thereafter, until modifications are made pursuant to the PELRA, as amended. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

14.2. EFFECT

This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements inconsistent with these provisions.

14.3. RETROACTIVE ELIGIBILITY

To be eligible for retroactive pay pursuant to the ratification of an updated Agreement, the employee must be permanently working 14 or more hours per week in the maintenance unit at the time of ratification of the Agreement.

APPENDIX A. WAGES

A.1. BASIC WAGE MATRIX AND OVERRIDES

GROUP – CUSTODIANS			
CUSTODIANS / GROUNDSKEEPERS			
	2022-2023		2023-2024
Step 1	\$16.36	Step 1	\$18.00
Step 2	\$16.95	Step 2	\$18.75
Step 3	\$18.09	Step 3	\$19.68
Step 4	\$20.06	Step 4	\$21.00
NIGHT LEAD CUSTODIANS / THIRD SHIFT SUPERVISOR			
Step 1	\$18.60	Step 1	\$21.24
Step 2	\$19.31	Step 2	\$21.83
Step 3	\$20.54	Step 3	\$22.43
Step 4	\$22.59	Step 4	\$23.10
DAY LEAD CUSTODIANS / LEAD GROUNDSKEEPER			
Step 1	\$20.16	Step 1	\$22.80
Step 2	\$20.73	Step 2	\$23.43
Step 3	\$22.12	Step 3	\$24.07
Step 4	\$23.96	Step 4	\$24.79

OVERRIDES⁸			
	2022-2023 (through Dec 31, 2022)	2022-2023 (from Jan 1, 2023 to Jun 20, 2023)	2023-2024
Second Shift Differential	\$0.35	\$0.45	\$0.45
Third Shift Differential	\$0.70	\$0.90	\$0.90
Pool Operator/ up to four custodians	\$0.35	\$0.35	\$0.35
Chief Boiler License	\$1.00	\$1.50	\$1.50
1st Class Boiler License	\$0.70	\$1.00	\$1.00
2nd Class Boiler License	\$0.50	\$0.75	\$0.75
Special Boiler License	N/A	\$0.25	\$0.25
Day Lead Custodian Middle School	\$0.85	\$0.85	\$0.85
Night Lead Custodian Middle School	\$0.50	\$0.50	\$0.50
Day Lead Custodian High School	\$1.50	\$1.50	\$1.50
Night Lead Custodian High School	\$0.70	\$0.70	\$0.70
Lead Groundskeeper	\$2.50	\$3.00	\$3.00
Groundskeeper (with mechanical skills)	\$1.00	\$1.00	\$1.00
District Maintenance	\$2.50	\$3.00	\$3.00
High School (applies to hours worked at site)	N/A	\$0.35	\$0.35

Longevity increments:

- 5 years: \$0.60
- 10 years: \$1.00
- 15 years: \$1.40
- 20 years: \$1.80
- 25 years: \$2.20

⁸ Changes in overrides are effective as of January 1, 2023 and are not otherwise retroactive to July 1, 2022. Changes in wages and longevity increments are effective July 1, 2022.

STEPS

For purposes of the first wage step increase after hire, employees with hire dates between July 1 and December 31 will be considered to have worked one year and will receive their first-year step increase on the first June 30 of their employment. Employees with hire dates between January 1 and June 30 will not be considered to have worked one year and will wait for their first year step increase until the second June 30 of their employment. The anniversary of hire date will be used to determine vacation, sick leave, longevity pay, and seniority. Sick leave and vacation will be allocated on a monthly basis.

Steps will be awarded retroactively in Year 1 for the 2022-23 work year effective July 1, 2022. The parties agree there are no steps in Year 2 (2023-2024) of this Agreement.

In Year 2 of this Agreement, in lieu of steps, employees will slide over or move onto the basic wage matrix as follows:

- Employees on step 1 as of June 30, 2023 will move to step 1 on July 1, 2023 for the 2023-2024 work year;
- Employees on step 2 as of June 30, 2023 will move to step 2 on July 1, 2023 for the 2023-2024 work year;
- Employees on step 3 as of June 30, 2023 will move to step 3 on July 1, 2023 for the 2023-2024 work year; and
- Employees on step 4 as of June 30, 2023 will move to step 4 on July 1, 2023 for the 2023-2024 work year.

For the purposes of longevity pay and in accordance with District practice, the employee must have completed the designated years of service prior to becoming eligible for the anniversary increment.

A.2. EXTRA TIME

All Employee Groups	
Emergency call-back	Two (2) hour min.
Work for weekends*	\$28.00 per hour*
On-call for Saturday, Sunday, or holiday	\$30.00 per day
<i>* or 1.5 times the employee's normal hourly rate, whichever is greater.</i>	

Employees who work a flex schedule which results in an assigned work week that may include Saturdays and Sundays as part of their 40 hour per week schedule do not qualify for work for weekend pay.

A.2.1. On-Call Purpose

On-call Differential Pay shall be paid to employees, designated by the Superintendent or his / her designee, for the purpose of monitoring weather conditions and complete snow and ice removal. Employees will be prescheduled from November through April and will assume to be paid for on-call services, unless instructed it is not necessary by the start of their work shift on Thursday.

A.2.2. On-Call Days

On-call Differential Pay shall be paid to employees who are assigned to be on-call either on a Saturday, Sunday, or holiday that is not within the employee's regularly scheduled work shift.

A.3. SHIFT DIFFERENTIAL

Any employee with 50% or more of their regularly scheduled work time during the regular school year working between the hours of 5:00 PM and 5:00 AM shall be paid an additional \$0.45 per hour for all hours the employee works. Any employee with 50% or more of their regularly scheduled

work time during the regular school year between the hours of 10:00 PM and 7:00 AM shall be paid an additional \$0.90. An employee may qualify for only one shift differential. Shift differential will not be paid during the summer months to those who are working days.

A.4. HOLIDAY PAY

The definition of holiday pay is scheduled hours at employee's hourly rate. The employee will be paid holiday pay for the observed holiday.

In addition to holiday pay, the employee will be paid three times their normal rate of pay for hours worked on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and the Easter weekend consisting of Friday, Saturday, and Sunday. If Christmas Eve or Christmas Day falls on a Friday or Saturday, Sunday or Monday, double time shall be paid for any work performed on those days.

Overtime pay will be paid for employees who are called to work on other holidays for the number of hours worked plus holiday pay, excluding building checks.

APPENDIX B. PAYROLL PROCEDURES

Section 1. Payroll Procedures: Support staff will be paid their hourly contracted wages bimonthly determined upon the amount of hours they worked indicated on each individual employee's time card.

Support staff shall receive payment on the 15th and 30th of each month except when the 15th or 30th falls on a Saturday or Sunday when payment will be made on the preceding Friday. **Except where otherwise required by state law, the parties agree that in the event of a separation, the School District shall be permitted to pay the employee's wages within the next two payroll dates following the actual date of separation.**

SIGNATURE PAGE

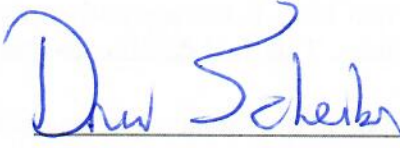
IN WITNESS WHEREOF, The parties have executed this Agreement:

**SCHOOL SERVICE EMPLOYEES
SEIU LOCAL 284 AFL - CIO
450 Southview Blvd
S. St. Paul, MN 55075**

**ST. MICHAEL-ALBERTVILLE
ISD 885
11343 50th St NE
Albertville, MN 55301-9811**



*Gerald Bade
Steward
SEIU Local 284*



*Drew Scherber
Chairperson
District 885 School Board*

Date: 4-14-23

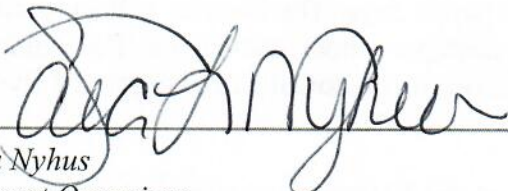
Date: 04/17/23

*Steward
SEIU Local 284*

*Hollie Saville
Clerk
District 885 School Board*

Date: _____

Date: _____



*Sara Nyhus
Contract Organizer
SEIU Local 284*

Date: 4-22-23
4-13-23

MEMORANDUM OF UNDERSTANDING
Between
School Maintenance Employees Local No. 284
And
Independent School District 885
St. Michael-Albertville

This memorandum represents an addendum to the 2022-2024 Master Agreement concerning the use of unpaid leave and all provisions of this memorandum will automatically sunset at the conclusion of the Master Agreement.

The parties acknowledge this issue is not currently reflected in any contract language and does not constitute a benefit of the existing contract. The final decision to grant unpaid leave is at the discretion of the District.

However, to ensure a shared set of mutual expectations regarding the administration of unpaid leave, the parties agree to the following guidelines:

Employees are expected to attend work at scheduled work times absent sickness or extraordinary circumstances. Unpaid leave does not constitute a legal right or represent a contract benefit. Unpaid leave is generally intended to address exceptional or extraordinary employee circumstances. Unpaid leave does not constitute a contract benefit. The District will follow all applicable state and federal laws regarding the administration or accessibility of unpaid leave.

In evaluating whether to grant an unpaid leave request, the District will consider the following:

- The employee must provide sixty (60) calendar days written notice (email is acceptable);
- The District will not grant unpaid leave to an employee who has worked with the District for less than one complete school year;
- The District will not grant more than five (5) days of unpaid leave for an employee in any two-year period;
- An employee generally may make one unpaid leave request every two (2) school years;
- The District will not grant unpaid leave until the employee has used all available and applicable paid time off (i.e. vacation, sick time, personal time, paid-time off); and
- A typical request is generally no longer than one to two work days. The District will only consider requests of up to a maximum of five (5) continuous work days per school year- (Note: This guideline is not to be construed by the parties as representing an employee will automatically be granted five work days of unpaid leave per school year/request).

The final decision to grant unpaid leave is at the discretion of the District. The decision to grant unpaid leave, or the actual length of granted unpaid leave, is based on an evaluation of several factors including, but not limited to: 1) impact on students; 2) impact on student learning or the learning environment; 3) impact on the relative workload of other employees; 4) total number of requests in a similar building or category of employee on the same date(s); 5) availability of qualified substitutes; and 6) whether there are exceptional or extraordinary circumstances outside of the immediate control of the employee.

The District may elect to grant up to four work weeks and/or thirty (30) calendar days of unpaid leave in any circumstance- particularly under circumstances where an employee can demonstrate exceptional or extraordinary circumstances beyond the immediate control of the employee (including, but not limited to, illness or family emergency).

USE OF EXTENDED UNPAID LEAVE FOR MEDICAL PURPOSES

In any instance where a permanent employee who is scheduled to work at least 20 hours or more per week, and who has worked for the District for more than one calendar year makes a request for unpaid leave that exceeds four work weeks and/or 30 calendar days; and

the employee has used all available forms of paid leave in which the employee is otherwise eligible including sick, personal, and/or vacation; and

the employee has utilized all eligible rights to reinstatement available under federal or state law including the Federal Medical Leave Act (FMLA); and

the employee is requesting unpaid leave under a significant or serious medical condition that would otherwise qualify for eligibility under FMLA; and

the District will extend up to a total of six (6) months or ninety (90) work days of unpaid leave, whatever is less, per twelve (12) month calendar period, upon the submission of a written leave request and approval by the School Board; and

In the event that the District extends an assignment for the purpose of covering an extended unpaid leave of any duration under this Memorandum, the parties agree that the covering assignment is temporary and that the assigned employee will revert back to his or her previously designated job classification, wage, step, and other applicable overrides as existed for the replacing employee at the start of the assignment.

This Memorandum concerning unpaid leave does not affect any other provisions of the Master Agreement, including eligibility for District benefits. The District may require the employee to provide supporting documentation to the extent necessary to determine eligibility.

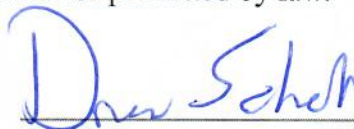
The parties acknowledge this Memorandum concerning unpaid leave has intentionally not been incorporated into the 2022-2024 Master Agreement and that this Memorandum will sunset, in its entirety, upon June 30, 2024.

The parties further agree that the provisions of this Memorandum does not constitute a past precedent or employee practice for litigation purposes to the extent otherwise permitted by law.



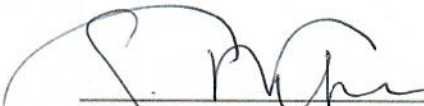
For Custodial Maintenance Local 284
Representing Custodial and Grounds

Date: 4-14-23



For Independent School District 885

Date: 04/17/23



For Custodial Maintenance Local 284
Representing Custodial and Grounds

Date: 4-13-23