

AGREEMENT

BETWEEN

**SPECIAL SCHOOL DISTRICT NO. 1
Minneapolis Public Schools**

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION
Local No. 284**

REPRESENTING:

**CUSTODIAN
CUSTODIAN, SENIOR
SECOND SHIFT LEAD CUSTODIAN
UTILITY AND PREVENTATIVE MAINTENANCE SPECIALIST
FLOATER CUSTODIAN
PLANT OPERATIONS INSTRUCTOR
PHYSICAL PLANT OPERATOR
SPECIAL FACILITY OPERATOR**

Effective July 1, 2022 Through June 30, 2025

**Minneapolis Public Schools
Minneapolis, Minnesota 55411
An Equal Opportunity Employer**

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AGREEMENT

Article 1 Definition of Agreement

- 1.1 **Parties: This Agreement**, entered into between the Board of Education, Special School District No. 1, Minneapolis, Minnesota, hereinafter referred to as the Board of Education or the District, and Service Employees International Union, Local No. 284 (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as Local No. 284, pursuant to and in compliance with the Public Employment Labor Relations Act, has as its purpose the promotion of harmonious relations between the Board of Education and Local No. 284; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.
- 1.2 **Purpose:** The purpose of this agreement is to promote orderly and constructive relationships between the Board of Education, the employees of this unit and SEIU, Local NO. 284.

Article 2 Recognition

- 2.1 The District recognizes SEIU Local No. 284 as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees in the classification of Custodian, Second Shift Lead Custodian, Senior Custodian, Utility and Preventative Maintenance Specialist, Floater Custodian, Physical Plant Operator, Special Facilities Operator, and Plant Operations Instructor.
- 2.2 **Exclusive Representation:** The District agrees that SEIU, Local No. 284 is the exclusive representative for all personnel defined in Article 2.1, and that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.
- 2.3 **Disputes:** Disputes which may occur over the inclusion or exclusion of new or revised job classifications in the unit described in Article 2.1, shall be referred to the Bureau of Mediation Services for determination.

Article 3 Definitions

For the purpose of this agreement, the words defined have the meaning given them.

- 3.1 **Employee:** Any person who holds a position in the unit for which the union is the certified exclusive representative and who works more than fourteen (14) hours per week and sixty-seven (67) work days per year.
- 3.2 **Employer:** The Board of Education of Special School District No. 1, Minneapolis, Minnesota.
- 3.3 **Terms and Conditions of Employment:** The hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Board of Education's personnel policies affecting the working conditions of the

employees. The terms of this agreement are subject to the provisions of section 179A of the PELRA regarding the rights of public employers and the scope of negotiations.

- 3.4 **Other Terms Not Defined:** Terms not defined in this agreement shall have those meanings as defined by the PELRA.

Article 4 Rights and Obligations of Employees

- 4.1 **Right To Views:** Nothing contained in this agreement shall be construed to limit, impair, or affect the right of any employee or representative of an employee to the expression or communication of a view, complaint or opinion on any matter so long as such action does not interfere with the performance of the duties of employment as prescribed in this agreement or circumvent the rights of the exclusive representative.
- 4.2 **Right to Join and Participate:** 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 choosing to participate in internal Local No. 284 affairs as officers, stewards, and committee persons shall be free to do so without fear of penalty or reprisal.
- 4.3 **Request for Dues Check Off:** Pursuant to PELRA, the exclusive representative, shall be allowed dues checkoff. Upon receipt by the District of a properly executed authorization card or data provided by Local No. 284 indicating which members have properly executed an authorization card, the District agrees to deduct during each payroll period an amount sufficient to provide the payment of dues established by Local No. 284 from the wages of all employees authorizing such deductions. Deductions shall be made and may be terminated in accordance with the provisions outlined on the dues authorization. Local No. 284 will indemnify, defend, and hold the Board of Education harmless against any claims made and against any suits instituted against the Board of Education, its officers, or employees, by reason of payroll deductions for dues.
- 4.4 **Indemnification:** Employees shall be indemnified and held harmless by the District from any and all demands, claims, actions and legal proceedings brought against the employee arising within the scope of his/her employment as agent of the District, including the cost of defending against such claims provided that the employee was:
- 4.4.1 acting in the performance of the duties of his/her position; and,
 - 4.4.2 not guilty of malfeasance, willful neglect of duty, or bad faith.
- 4.5 **Professional Development/Training:** Bargaining unit member shall have an opportunity to access site staff development funds for purposes of job-related professional training/development.

Article 5 Union Rights

- 5.1 **Union Activity during Working Hours:** The Board of Education will afford reasonable time off without pay to elected officers and appointed representatives of Local No. 284 for the purposes of conducting the duties of Local No. 284. The Board of Education will allow, during working hours on the employer's premises and without loss of pay, the union stewards reasonable time to post union notices providing this activity does not interfere

with regular duties; attend negotiating meetings; transmit communications authorized by the union or its officers to the employer; consult with the employer or his representative concerning the enforcement of any provisions of this agreement.

- 5.2 **Organizational Leave:** The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of Local No. 284. Such requests are to be made by the Union, at minimum, in writing and at least fourteen (14) calendar days in advance of the start of the leave.
- 5.3 **Meetings during Lunch & Break Periods:** The Board of Education shall allow business representatives of Local No. 284 to meet with Local No. 284 members during lunch and break periods.
- 5.4 **Union Bulletin Boards:** The Employer will provide space on bulletin boards, for the exclusive use of the Union, which shall be placed in locations where employees shall have reasonable access. Communications will be identifiable as Union communications or materials.
- 5.5 **Information Provided to Union:** On a monthly, the District shall make available to Local No. 284 a list of bargaining unit members including name, address, FTE, work location, position, classification, wage schedule placement, date of employment and District electronic mailing addresses.
- 5.6 **Organizational Leave:** The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of Local No. 284.
- 5.7 **Union Orientation Packet:**
 - 5.7.1 New Hires – Each newly hired bargaining unit employee shall, during the employee's department onboarding meeting, be provided with a union orientation packet comprised of materials and documents provided by Local No. 284. Local No. 284 shall bear the burden of ensuring packet materials are updated and current, and that the District has sufficient copies of the packets at all times.
- 5.8 **Use of Facilities:** The Board of Education will allow the use of conference rooms or facilities upon permits secured from the proper authority in accordance with rules and regulations of the Board of Education.

Article 6 Management Rights

- 6.1 **Management Responsibilities:** It is the obligation of the Board of Education 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, subject to the provisions of all state and federal law including the PELRA.
- 6.2 **Inherent Managerial Policy:**
 - 6.2.1 The Board of Education's inherent managerial policies include, but are not limited to, such areas of discretion as the functions and programs of the school system, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

6.2.2 The Board of Education has the right and is entitled, without negotiation or reference to any agreement resulting from negotiation, to operate and manage its affairs solely at its discretion and in any lawful manner not otherwise limited by this agreement or PELRA.

6.2.3 The Board of Education, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; and to change or eliminate existing conditions, equipment or facilities.

6.3 **Managerial Rights Not Covered by This Agreement:** The foregoing enumeration of Board of Education rights 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 Board of Education. These managerial rights may be changed by courts of competent jurisdiction in interpreting PELRA.

Article 7 Joint Labor Management Committee

7.1 **Labor Management Committee:** For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the parties agree to meet quarterly unless mutually agreed otherwise.

The committee shall consist of not more than five (5) representatives of the Union and not more than five (5) representatives of the District, to which the parties shall assign their own representation. Should temporary expansion of the committee be deemed necessary due to matters of specialized concern or expertise, the number of Committee participants may be expanded through mutual agreement.

Article 8 Vacation and Leaves

8.1 **Vacation**

8.1.1 **Qualifications and Calculation:** Employees will be credited vacation leave with full pay for in accordance with the guidelines below:

- Twelve (12) working days for each year of the first five (5) years of service.
- Sixteen (16) working days each year beginning with the sixth (6th) year of employment.
- Twenty-one (21) days for each year beginning with the twelfth (12th) year of employment.
- Twenty-six (26) working days for each year beginning with the eighteenth (18th) year of employment.

Time on authorized leave of absence without pay will not be credited toward years of service but neither will it be considered to interrupt the periods of employment before and after the leave of absence, provided that an employee has accepted employment to the first available position upon expiration of the leave.

Employees who have been given involuntary layoffs will be considered to have been continuously employed if they accept employment to the first available position, provided that any absence of twelve consecutive (12) months will not be counted towards any years of service for vacation entitlement.

The chart below illustrates vacation by years of service.

Years of Service	Vacation Days Available
0 – 5	12
6-11	16
12-17	21
18	26
+	

- 8.1.2 **Notice and Procedure:** Personnel may take vacation with two weeks' advance notice, when practicable, which must be submitted in writing and approved in advance of leave as defined below.
 - a. **Prior Approval Required:** Building personnel may take vacations any time during the year upon prior approval from the Senior Custodian and the Physical Plant Operations Supervisor with notification to the principal; with the majority of the days taken during non-student contact days. Physical Plant Operations Department and other non-building personnel may take vacations any time during the year upon prior approval from the Physical Plant Operations Supervisor with the majority of the days taken during non-student contact days.
 - b. **Vacation Carryover:** In the event vacation cannot be used during the fiscal year, those days shall be carried over to the following fiscal year, with notification to the supervisor, not to exceed 208 hours. Any vacation in excess of 208 hours will be lost, except as provided for in Article 8.1.5. Employees will be allowed to accrue additional vacation in the new fiscal year with the full understanding that the maximum carryover is 208 hours.
 - c. **Vacation upon Separation:** Upon separation of employment, employees will be paid for any remaining unused accrued vacation.
- 8.1.3 **Calculation:** All vacation will be calculated on a direct proportion basis for hours of credited work other than overtime and without regard to the calendar year.
- 8.1.4 **Vacation Payment:** The following vacation guidelines must be observed.
 - a. The rate of pay for the vacation leave will be the rate of pay employees would receive had they been working at the position to which they have been permanently certified, except as provided in "b", below.

Employees on detail for a period of less than six (6) months immediately prior to vacation will be paid upon the basis of the of the position to which they have been permanently certified. Employees on detail for more than six (6) months immediately prior to vacation will be paid on the basis of the position to which they have been detailed.

8.1.5 Vacation Refunds:

- a. Employees separating from service will be required to make refund for vacation used in excess of accrual at time of separation.
- b. Employees laid off for lack of work or lack of funds that have used, during the calendar year, vacation in excess of their entitlement will not be required to make a refund for such vacation. However, employees requesting a layoff out of order who, during the calendar year have used vacation in excess of their entitlement will be required to make a refund for or vacation used by them in excess of their entitlement.
- c. **Vacation Leave:** Every employee of this bargaining unit shall have the option of selling back to the district up to ten (10) vacation days per fiscal year for a cash payment or to be placed in their Minnesota Deferred Compensation ("457") or 403B plan.

8.2 Paid Personal Leave:

- 8.2.1 Up to three (3) days (taken in four (4) hour minimum increments and up to six (6) occurrences per fiscal year charged to accrued vacation leave may be used for personal leave to conduct business activities that cannot be scheduled on non-duty days and which are not authorized under other leave provisions. No more than two (2) days can be taken consecutively.
- 8.2.2 Whenever practicable to conduct business activities, employees shall submit written requests for paid leave with five (5) days' notice to the Senior Custodian and Physical Plant Supervisor (or designee). When emergencies arise where advance notice is impossible, employees shall notify the Senior Custodian and Physical Plant Supervisor (or designee) as soon as possible.

8.3 Critical Illness or Death in Family:

8.3.1 Death In Family:

- a. **Immediate Family:** Employees may be granted a leave of absence for up to five (5) days in the event of the death of the employee's parent, sibling, spouse, significant other, child, or anyone who has the position of parent or child, as well as in-laws or stepfamily members of the same relationship, and any person who has been a member of the employee's household immediately prior to the death of the individual.
- b. **Extended Family:** Employees may be granted a leave of absence for up to five (5) days in the event of the employee's aunt, uncle, cousin, niece, nephew, grandparent, grandchild, as well as in-laws or stepfamily members of the same relationship.

- c. **Critical Illness, Immediate Family:** Critical illness is defined as an illness where death is impending, but recovery is possible as determined by the treating physician.

Employees may be granted a leave of absence for up to five (5) days in the event of the critical illness of an immediate family member, as defined in Article 8.3.1.a.

8.3.2 **Leaves for Critical Illness and Death.** Leaves as outlined in this section shall not exceed fifteen (15) days in a single contract period. Such leaves shall be with pay and shall not be deducted from the employee's sick leave. The District reserves the right to require proof of critical illness or death. Employees may take up to two (2) days to be deducted from the employee's cumulative sick leave for the critical illness or death of a friend.

8.4 **Sick Leave:** Employees in this bargaining unit will be entitled to leave with full pay for actual illness, temporary physical disability, or illness in the immediate family or quarantine. Sick leave will be granted in accordance with the provisions of this labor/management agreement. The word "illness" as it occurs in this contract is understood to include bodily disease or injury or mental affliction, whether or not a precise diagnosis is possible, when such disease or affliction is, in fact, disabling. Other factors defining sick leave are as follows:

8.4.1 **Pregnancy and Parenting Leave:** Pregnancy and Parenting leave taken pursuant to the Minnesota Pregnancy and Parenting statute will constitute an appropriate use of accrued sick and/or vacation leave.

8.4.2 **Ocular and Dental:** necessary ocular and dental care of the employee will be recognized as a proper cause for granting sick leave.

8.4.3 **Chemical Dependency:** Alcoholism and drug addiction will be recognized as illness. However, sick leave pay for treatment of such illness will be contingent on two conditions. First, that the employee undergo a prescribed period of hospitalization or institutionalization. Second, that the employee, during or following the above care, participates in a planned program of treatment and rehabilitation approved by the District's Human Resources Department in consultation with the District's health care provider.

8.4.4 **Chiropractors and Podiatrists:** Absences during which ailments were treated by chiropractors or podiatrists will constitute sick leave.

8.4.5 **Sick Leave Usage for Immediate Family or Safety Leave:**

- a. **Sick Leave Usage for Immediate Family:** To the extent that an employee has accumulated sick leave, sick leave with pay may also be allowed for absences due to illness or injury of the employee's child, in accordance with Minnesota Statutes sections 181.940 through 181.943, including amendments thereto, that would enhance the benefit, (child includes stepchild, biological child, adopted child, and foster child), adult child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild (grandchild includes step-grandchildren, biological grandchildren, adopted and foster grandchildren), grandparent, or stepparent.

- b. **Sick Leave Usage for Safety Leave:** In addition, an employee, or relatives described in section 8.4.5.a., immediately above, may use accumulated sick leave for "safety leave" which is for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in the Minnesota Statutes referenced immediately above.

8.4.6 **Allowances of Sick Leave:** The employer may require medical verification at any time with advance notice of such treatment to the employee and/or in cases of suspected fraudulent sick leave claims. Further guidelines are listed below.

8.4.7 **Sick Leave Use:** All earned sick leave will be credited to the employee's sick leave balance for use as needed. The following balance stipulations will apply.

- a. After three (3) or more consecutive days of sick leave the District may require an appropriate health care provider in attendance and verification of this attendance. "In attendance" will be interpreted to include a written statement by the health care provider.
- b. No employee may borrow against their sick leave balance except those employees who are injured on duty. Such injured employees will be permitted to borrow up to twelve (12) days.

An approved leave of absence for medical reasons in excess of 120 working days will be wholly discretionary with the employer, except that an employee who, in the opinion of the District's health care provider, is permanently and totally disabled from any gainful employment whatsoever, will be entitled to use all sick leave accrual.

8.4.8 **Interrupted Service and Sick Leave:** The following guidelines will apply:

- a. **Military Leave:** Employees returning from military leave will be entitled to sick leave as provided in the applicable Minnesota statute.
- b. **Credit for Prior Service:** An employee, following reinstatement or re-employment within two (2) years after separation will, upon request, receive credit for prior service in computing sick leave credits. These credits will only apply to severance pay benefits and only after such employee has accumulated sufficient sick leave credits following reinstatement or re-employment to qualify for minimum severance pay benefits. No such credit will be applied to an employee reinstated or re-employed for the second or subsequent time.

8.4.9 **Sick Leave termination:**

- a. No sick leave will be granted to an employee who is not actually working or who is not available for scheduled work.
- b. Layoff of an employee on sick leave will terminate sick leave.

8.4.10 **Sick Leave Refunds:**

- a. Employees separating from the service will be required to make refund for sick leave used in excess of accrual at time of separation.

- b. Employees laid off for lack of work or lack of funds that have used, during the calendar year, sick leave in excess of their entitlement will not be required to make a refund for such sick leave. However, employees requesting a layoff out of order who, during the calendar year have used sick leave in excess of their entitlement will be required to make a refund for sick leave used by them in excess of their entitlement.

8.4.11 **Deductions for Employees on Disciplinary Suspension or Leave of Absence without Pay** - Employees who have been suspended for disciplinary purposes during the calendar year will not be granted sick leave or vacation for those periods of suspension. An employee who during the calendar year has been on leave of absence without pay, except a military leave, will not be granted sick leave or vacation allowance for those periods of absence without leave.

8.5 Sick Leave Donation Program

8.5.1 **Purpose.** This program provides an opportunity for employees in this bargaining unit to donate days to other employees in certain situations where an employee has experienced a catastrophic illness or injury with special, extenuating circumstances that results in not being eligible for or exhausting all other benefits.

8.5.2 **Description:**

- a. This is a leave-to-leave program, under which the employee recipient does not have the option to convert the donated leave into cash.
- b. An employee recipient does not accrue leave benefits while accepting donations.
- c. A donor employee may contribute whole days of sick leave, based on the donor employee's FTE, to a specific employee recipient.
- d. Eligible employee recipient will provide the necessary eligibility and medical documentation to the Human Resources Department. The Human Resources Department will notify the bargaining unit of the employee recipient's eligibility.
- e. The bargaining unit's responsibility will be to communicate the donation needs of the employee recipient to other bargaining unit employees.
- f. Employee recipient may not use this program to care for a spouse or dependent.

8.5.3 **Eligibility for Employee Recipients.**

- a. The employee recipient must have experienced a catastrophic illness or injury with special, extenuating circumstances that results in not being eligible for or exhausting all other benefits.
- b. The employee recipient will become ineligible for this program once any other source of income (e.g., worker's compensation or Social Security insurance) becomes available. The employee recipient is required to report ineligibility and may be required to repay overpayments.
- c. The employee recipient may access as many days as are donated in their name as long as medical certification supports their eligibility.

8.5.4 **Clarification for Donor Employees**

- a. Donor employees may contribute any number of days from their sick leave balance in any one fiscal year to the sick leave bank for use by an eligible employee recipient. Leave may be donated in whole day increments only, based on the donor's FTE.
- b. The donation is not tax-deductible to the donating employee and will result in recognition of increased wages and taxes to the employee recipient.

8.6 **Sick Leave Cash-Out**

8.6.1 **Annual Cash Payment Option for Employees Accumulating 60 or more Sick Days:**

- a. **Options:** Employees who have accumulated at least sixty (60) days of unused sick leave may, at their option, continue accumulating sick leave or receive a cash payment at the beginning of each fiscal year for any unused sick leave above sixty (60) days earned but not used in the preceding year at the following rate:

Days Accumulated	% of Pay Rate
60	50%
90	75%
120	100%

- b. **Rate of Pay:** Payment for unused sick leave shall be at the beginning of each fiscal year for unused sick leave above sixty (60) days earned but not used in the preceding fiscal year. Payment for unused sick leave is based upon the employee's rate of pay on June 30th of the fiscal year in which it is earned.

8.6.2 **Sick Leave Severance**

a. **Eligibility and Amounts:**

- Employees who voluntarily terminate their employment with the District at any age with at least thirty (30) years of service and 480 or more hours of accrued sick leave shall be paid fifty (50) percent of their sick leave balance at their rate of pay on the date of termination of their employment.
- Employees participating in the Minneapolis Employees Retirement Fund ("MERF") may cash out fifty (50) percent of their accrued sick leave when terminating their employment if they have twenty-nine (29) years of service credit in MERF.
- Employees hired after June 30, 2004 will not be eligible for severance under this provision.

- b. **Death Prior to Receiving Full Amount:** If an employee who is eligible to receive a severance payment dies prior to receiving the full amount of this benefit, the remaining payment will be made in a lump sum to the beneficiary named in his/her group life insurance policy or the employee's estate if no beneficiary is named in the policy.

c. **Selling Back Sick Leave:**

- **Sick Leave:** Every employee of this bargaining unit with at least 90 or more days of sick leave shall have the option of selling back to the District up to ten (10) days each fiscal year to be placed in their deferred compensation account (or 403B plan) at their current rate of pay.

8.7 **Career Transition Trust:**

8.7.1 **Trust: Definition of Plan:** All employees hired prior to July 1, 2004, must elect between sick leave severance and the Career Transition Trust ("CTT"). The Employee Benefits Department will distribute election forms no later than December 31, 2004. All employees must submit their election form to the Employees Benefit Department no later than June 30, 2004. If elections are not submitted for individual employees, the CTT option will be selected by default. The selection made by employees or default will be binding. All employees hired after June 30, 2004, shall only be eligible for the CTT.

- a. Effective July 1, 2004, employees who meet the eligibility requirements may participate in Career Transition Trust by converting the allowable number of accrued sick leave hours at 100% of their hourly rate of pay, into payments to the State of Minnesota Deferred Compensation Plan (457) or 403 (b) Plan offered through eligible providers selected by the District and the Union from the state of Minnesota approved list. The Career Transition Trust Plan is an employer contribution which allows for such conversion until the employee reaches the maximum capped deposit for the tier of benefits. The number of hours which may be converted is based on the accrued sick leave hours on January 1st of the year the conversion will be made.
- b. Employees may elect to participate in the Career Transition Trust plan at any time they have met the eligibility requirements for participation in 8.7.2.
- c. The total amount of dollars converted by an employee under the Career Transition Trust program is capped at \$10,000.
- d. Any hours that have been converted into the Career Transition Trust will not be available for use as sick leave.
- e. Employees who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual hours.

8.7.2 **Eligibility for Participation in the Career Transition Trust:**

a. **Sick Leave Balance:**

- To be eligible to convert accrued sick leave hours, employees must have a sick leave balance of at least forty (40) days on September 1st of the year of conversion.
- Employees must enroll annually to participate in the Career Transition Trust. The Benefits Department will annually announce the election process and the forms will be available online in the middle of October. All employees must submit their election to the Employee Benefits Department no later than the middle of December. If the employee's sick leave hours drop below the

eligibility minimum of forty (40) days, the employee's participation is suspended until the employee reaches the minimum of forty (40) days required for eligibility and participation.

b. **Deposit of Benefit:**

- Payment to the State of Minnesota Deferred Compensation (457) or 403 (b) Plan shall be made in March of each year the employee is eligible and elects to participate.
- The Career Transition Trust is subject to the rules of the State of Minnesota Deferred Compensation Plan under MS 352.96 and the Internal Revenue Service.

8.7.3 **Benefit Tiers and Conversion Formula:**

Annual Conversion

- a. The number of hours an employee may convert on an annual basis is determined by the balance of their accrued sick leave hours.
- b. Conversion is as follows:
 - Employees who have an accrued sick leave balance of forty (40) days or more on September 1st may convert up to eight (8) days at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.
 - Employees who have an accrued sick leave balance of sixty (60) days or more on September 1st may convert up to ten (10) days at their hourly rate of pay at the time the deposit is made to their Deferred Compensation Account.

8.7.4 **Survivor Benefits under the Career Transition Trust Plan:** The Career Transition Trust account shall be disbursed to the employee's named beneficiary in this contract's life insurance policy, or, if there is no beneficiary designated, to the employee's estate in the event that the employee dies before his/her separation from the school district.

8.8 **Benefit Accrual During Paid Time Off:** Employees who are receiving paid time off, e.g., sick leave, vacation, and holidays continue to accrue sick leave and vacation. However, employees who are on unpaid leave do not accrue additional sick leave or vacation until they return to active duty.

8.9 **Jury Duty and Court Leave:** After due notice to the employer, including requisite documentation, an employee who is required to serve as a juror or subpoenaed to serve as a witness, not themselves being a party to the proceedings, shall be granted leave at their regular rate of pay for the period the court requires their absence from work. Such employees, so compensated, may keep payments made by the court for requisite expenses such as travel or parking, but shall not be eligible to retain their jury duty pay or witness fees and shall turn any such pay received over to the employer. If an employee is excused from court service prior to the end of their work shift, they shall be required to return to work if directed by their supervisor, except in the case where less than (2) hours of their regularly scheduled shift remain.

8.10 Unpaid Leave of Absence:

8.10.1 **School Conference and Activities Leave:** An employee may be granted up to a total of sixteen (16) hours of unpaid leave during any school year to attend school conferences or classroom activities related to the employee's dependent(s), provided such conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide at least three (3) day written notice of the leave and make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer.

8.10.2 **Family Medical Leave Act:**

- a. **Description:** The Family Medical Leave Act (FMLA) of 1993 provides additional rights while on leave of absence. Qualifying employees may take up to twelve (12) weeks of leave (per 12 month rolling year) to care for a spouse/child/parent, care for oneself, or due to the birth/adoption of a child or foster child.
- b. **Health Insurance Costs During FMLA:** Health insurance costs would be the same as if the employee was actively working for that twelve (12) week period as defined in Article 16, Sections 16.1, "Group Insurance Benefits", and 16.3, "Health Coverage". To determine if a leave under the provisions of the Family and Medical Leave Act will be a paid or unpaid leave of absence contact the school district Employee Benefits Department.

Article 9 Holidays

- 9.1 **Holidays:** There shall be twelve paid holidays during a year: New Year's Day; a day designated by the employer for observance of Martin Luther King Day; President's Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Thanksgiving Day and the following Friday; Christmas Eve Day; Christmas Day; and New Year's Eve Day.
- 9.2 **Floating Holiday:** When a holiday, not observed as a holiday as provided in Article 9.1 above, falls on an employee's regularly scheduled workday, the employee shall be entitled to that day off, to observe it as a floating holiday. An employee may choose to take up to one (1) floating holiday per school year. The employee shall notify, the Senior Custodian, the Physical Plant Supervisor, and the building principal, in writing, at least ten (10) days prior to the floating holiday.

Article 10 Civil Service Rules and Employee Discipline

10.1 **Civil Service Rules.** The parties to this Agreement recognize that certain terms and conditions of employment are governed by the rules of the Minneapolis Civil Service Commission, except where specifically superseded by this Agreement, shall be considered part of this Agreement. In the event that the School District severs its ties to the Civil Service Commission, all relevant Civil Service Rules as most recently in effect prior to severing of such ties shall remain in full force and effect.

10.2 **Employee Discipline.** The Employer will not discipline any employee without just cause and will apply the principles of progressive discipline when appropriate, as determined by the employer.

10.2.1 **Just Cause.** Disciplinary action may be imposed upon an employee only for just cause.

10.2.2 **Progressive Discipline.** The District agrees with the tenets of progressive and corrective discipline. The principle of progressive discipline shall be applied when appropriate. The following types of corrective and/or disciplinary action may be imposed and will usually be administered progressively:

- a. Warning (documented in writing with a copy to the employee)
- b. Written reprimand
- c. Unpaid suspension
- d. Demotion
- e. Separation or termination

The District reserves the right to deviate from the usual progressive discipline steps in cases that warrant a more advanced or severe level of corrective or disciplinary action.

10.2.3 **Right to Union Representation.** The employee shall have the right to union representation at the meeting upon request. It shall be the employee's responsibility to arrange for representation, if desired.

10.3 **Probationary Period:** An employee is a probationary employee for his/her first six (6) months of employment.

10.4 **Probationary Employees.** This Article does not apply to or impose additional conditions on the release of probationary employees, and nothing contained in Article 8 prohibits the District from releasing an employee during his/her probationary period.

10.5 **Grievability.** The content of corrective/disciplinary action documentation is not subject to the grievance process.

Article 11 Grievance Procedure

11.1 Intent and Definitions:

11.1.1 **Intent:** The Board of Education and the Union desire that each employee have a means by which grievances may be given fair, timely, and continued consideration until resolved within the parameters below. Prompt resolution leads to a better labor management relationship.

11.2 Definitions:

11.2.1 **Grievance:** A dispute or disagreement as to the interpretation or application of any term(s) of this Agreement.

11.2.2 **Grievant:** An individual employee or the exclusive representative alleging a grievance.

- 11.2.3 **Exclusive Representative:** A Business Agent or other staff or persons designated by the Executive Board of Local 284.
- 11.2.4 **Employer's Representative:** The Director of Employee Relations, or designee, or other person so designated by the Superintendent.
- 11.2.5 **Days:** Workdays excluding Saturday, Sunday and holidays as defined by the District, or other recess periods during the grievant's work year.
- 11.2.6 **Delivery method:** Certified mail, personal delivery, or via email.
- 11.2.7 **Reduced to writing:** A concise statement outlining the nature of the grievance, the specific provision(s) of the Agreement in dispute and the relief requested as outlined in Article 1.2.
- 11.2.8 **Answer:** A concise response outlining the employer's position on the grievance.
- 11.3 **Election of Remedies:** Under PELRA, employees in a recognized bargaining unit may choose to grieve the disciplinary action through their contract provisions. In such cases, the Civil Service Commission will not conduct a hearing nor enter the process. Similarly, an employee who chooses to appeal a disciplinary action to the Commission waives their right to file a grievance through a contract.
- 11.4 **Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is supported and represented by the exclusive representative and submitted in writing as outlined in this grievance procedure, setting forth the facts and the specific provision of the Agreement allegedly violated, as well as the particular relief sought within twenty (20) days after the event-giving rise to the grievance occurred. Written notice by the employer or its designee to an employee giving notice of prospective action shall constitute one such event-giving rise to a grievance. Failure to file any grievance within such period shall be deemed a waiver thereof.
- 11.5 **Failure to Appeal/Respond**

Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

If the District fails to reply in writing within the stated time periods, the Union may move the grievance to the next step outlined in the procedure below.
- 11.6 **Waiver of Timelines:** Timelines listed in the grievance procedure may be waived by mutual written agreement of the parties.
- 11.7 **Adjustment of Grievance:** The employer and the grievant shall attempt to resolve all grievances that may arise during the course of employment of any member in the following manner:
 - 11.7.1 **Step 1, Informal Discussion:**
 - a. An employee with an alleged grievance may, with or without union representation, informally discuss the grievance with their immediate supervisor.
 - i. If the grievance is not resolved at the time of the Step 1.a informal discussion, it shall be reduced to writing and submitted to the Employee Relations Department. The written grievance shall set forth the nature of the grievance, the specific facts giving rise to the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy

sought. The written grievance must be submitted within twenty (20) working days after the event-giving rise to the grievance.

- ii. If the event giving rise to the grievance was not caused by the immediate supervisor, or if the immediate supervisor lacks authority to grant the relief requested, the grievant may bypass Step 1 of this procedure and file their written grievance at Step 2.

11.7.2 Step 2, Employee Relations:

- a. The Employee Relations Department shall answer the grievance in writing within ten (10) workdays of submission of the written grievance. A meeting to discuss the grievance may be scheduled, with mutual consent of the parties.

11.7.3 Step 3, Mediation:

- a. If the grievant is not satisfied with the resolution of the grievance at Step 2, within ten (10) days of the date the grievance was answered by Employee Relations, or within twenty (20) days of the grievance filing if no decision has been rendered by Employee Relations, and prior to the submission of a grievance to arbitration, the parties may mutually agree to utilize the assistance of the Bureau of Mediation Services to attempt to mediate the grievance.
 - i. If the grievance is settled as a result of mediation efforts, the settlement shall be reduced to writing and signed by the grievant, the Union representative, and the employer's representative at the conclusion of the meeting.

11.7.4 Step 4, Arbitration:

- a. **Referral to Arbitration:** If the grievance is not resolved in Step 2 or not settled as a result of mediation, arbitration may be requested within ten (10) days of the grievance response in Step 2, mediation meeting, or District's written declination to mediate, by serving the Employee Relations Department with a written notice of the intent to proceed with arbitration.
- b. **Selection of Arbitrator:** The employer and the exclusive representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they may request from the Bureau of Mediation Services, State of Minnesota, a list of seven (7) names of qualified arbitrators. The parties shall determine who is to strike the first name from the list by the toss of a coin, or by mutual agreement. Each party will then alternately strike names from the list of seven (7) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance.
- c. **Limitations on Arbitrator Authority:** The arbitrator shall not have the power to modify, ignore, add to, subtract from any provision, in any way, of this agreement, but shall make a final and binding decision unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated there under, or municipal charters or ordinances or resolutions enacted pursuant thereof, or which causes a penalty to be incurred thereunder.
 - i. The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the District, and then shall proceed to

hearing of the evidence and testimony on the grievance, if the matter withstands the arbitrability challenge.

- ii. The arbitrator shall consider and decide only the issue(s) submitted by the parties and shall have no authority to render a decision not so submitted. The arbitrator's decision shall be rendered in writing within thirty (30) days after the close of the hearing or after submission of the written briefs, whichever is later. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

- d. **Fees and Expenses:** Fees and expenses of the arbitrator shall be divided equally between the District and the Union.

Hearing Transcript: If either party desires a transcript of the proceedings, it may request a record to be made, provided it pays all costs associated therewith. If both parties desire a transcript of the proceedings, the cost shall be shared equally.

- e. **Time Limitations:**

The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory; however, timelines in Steps 1 and 2 may be extended by mutual agreement of the parties involved.

- f. **Processing of Grievances During Normal Workday:** Processing of grievances shall be during the employee's normal workday whenever possible and reasonable, and employees shall not lose wages due to their necessary participation.

Article 12 Salaries

12.1 **Schedules:** Appendix A, attached hereto and incorporated herein, shall be the schedule of hourly salaries for employees.

12.1.1 YEAR ONE (7/1/2022 – 6/30/2023)

- a. Eliminate Steps 1-3 from Pay Grades J1 – J6 within Appendix A, thereby making the current Step 4 for each Pay Grade into the entry-level pay Step 1 for each Grade and converting the 10-Step schedule to a 7-Step schedule.
- b. Eliminate Steps 1 and 2 from Pay Grades J8 – J11 within Appendix A, thereby making the current Step 3 for each Pay Grade into the entry-level pay Step 1 for each Grade and converting the 10-Step schedule to an 8-Step schedule.
- c. Salary Progression ("Step Progression") on the Salary Schedule – effective July 1, 2022, for all eligible employees who were on Step 4 of the J1 salary schedule in 2021-2022, which will result in their receiving a wage increase that is commensurate to that of their colleagues.
- d. Add \$2.00 to all Pay Grades/Steps within the J1-J11 (excluding J2 and J4) Salary Schedule.
- e. Add \$2.73 to all Steps within the J4 Salary Schedule.

- f. \$2,500 lump sum to all employees employed in the J2 or “Janitor Engineer” job class, on June 30, 2022

12.1.2 YEAR TWO (7/1/2023 – 6/30/2024)

- a. Eliminate Step 4 from Pay Grades J1 – J6 within Appendix A, thereby making the current Step 5 for each Pay Grade into the entry-level pay Step 1 for each Grade and converting the 7-Step schedule to a 6-Step schedule.
- b. Add \$0.50 to all Pay Grades/Steps within the J1-J11 Salary Schedule.
- c. Salary Progression (“Step Progression”) on the Salary Schedule—effective July 1, 2023, for all eligible employees, excluding those in the J2 or “Janitor Engineer” job class.
- d. Move all employees on the J2 or “Janitor Engineer” job class onto the J1 or “Custodian” schedule - placement on schedule as indicated on attached salary grid.

12.1.3 YEAR THREE (7/1/2024 – 6/30/2025)

- a. Eliminate Step 5 from Pay Grades J1 – J6 within Appendix A, thereby making the current Step 6 for each Pay Grade into the entry-level pay Step 1 for each Grade and converting the 6-Step schedule to a 5-Step schedule.
- b. Add \$0.50 to all Pay Grades/Steps within the J1-J11 Salary Schedule.
- c. Salary Progression (“Step Progression”) on the Salary Schedule—effective July 1, 2024, for all eligible employees.

12.2 Salary Progression (Step Increases): To be eligible for a step increase in a given job classification, an employee must be employed in that classification as of February 1st of the contract year preceding the fiscal year in which steps are being awarded.

12.3 Specific Provisions:

- a. **Salary upon Promotion:** When an employee promotes to a new job classification within the bargaining unit with a higher salary grade, or the employee’s position has been studied and reclassified to a higher salary grade, the salary shall be set at the step of the new schedule which is closest to but not less than the employee’s current salary.
- b. **Shift Differential:** Employees starting their shift on or after 1:00 p.m. shall be given differential pay of \$0.60 (sixty cents) per hour for the entire shift above and beyond the basic pay.
- c. **Site Differential:**
 - **Senior Custodian.** Senior Custodians working in a Tier 2 site shall be given differential pay of \$1.00 per hour for the entire shift above and beyond their hourly rate. Senior Custodians working in a Tier 3 site shall be given shift differential pay of \$2.00 per hour for the entire shift above and beyond their normal hourly rate.
 - **Second Shift Lead.** Second Shift Leads working in a Tier 3 site with five (5) or more Custodial FTE shall be given differential pay of \$1.00 per hour for the entire shift

above and beyond their normal hourly rate. This site differential does not replace or impact the Second Shift Lead's eligibility for a shift differential.

- 12.4 **Pool Certificate:** Employees who hold a Certified Pool Operator Certificate and are assigned to pool operations duties will receive an additional \$50.00 per month.
- 12.5 **Licensure Reimbursement:** The District shall reimburse employees in this bargaining unit for upgrade of their boiler licensure. The District shall also reimburse employees of this bargaining unit, when applicable, for the initial licensure and renewal of Swimming Pools and HAACP (Nutrition Center) licensure.
- 12.6 **Temporary Detailing:**
- 12.6.1
- a. **Detail Pay.** The District may temporarily assign an employee to perform the duties of another classification, provided the employee is properly licensed. An employee temporarily assigned to a classification with a lower rate of pay shall receive his/her regular rate of pay. In those cases where the employee is assigned the duties of a higher paying classification, they shall be paid the rate of the higher classification.
- b. **Detail Duration.** Reasonable effort will be made to limit the duration of temporary details to one (1) month. The District and Union shall meet and confer if a longer detail is necessary.
- 12.7 **Weather Emergency:** When schools are closed due to inclement weather, an employee of this bargaining unit shall be paid at 1 1/2 times their regular hourly rate while removing snow.

Article 13 Hours

13.1 **Hours:** This section is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
The normal work-day shall be eight (8) hours of work and the normal work week, regardless of shift arrangements, shall be an average of forty (40) hours of work.

13.2 **Employee Breaks:** The normal workday is eight and one half (8½) hours and includes an unpaid duty free thirty (30) minute lunch. Employees working a normal full-time workday shall have two paid fifteen (15) minute breaks at a time compatible with the state or progress of the job as determined by the employee's supervisor or Senior Custodian, when applicable.

13.3 **Working Hours:**

13.3.1 **Establishment of Working Hours:** Working hours for Senior Custodian and the Second Shift Lead Custodian will be established by the employee's supervisor. Working hours for custodians will be established by the Senior Custodian, with the approval of the Physical Plant Operations Supervisor.

13.3.2 **Schedule Overlap:** The Senior Custodian's and the Second Shift Lead Custodian's hours will be scheduled so that there is at least a thirty (30) minute overlap.

13.3.3 **Changes to Working Days:** Based on building staffing needs, management may require one (1) or more employees per building to change work days from e.g. Monday through Friday to Tuesday through Saturday at regular pay, and any change in assignment of three (3) or more months in duration will require management to give a two (2) week prior notification to the Senior Custodian and the employee, unless a shorter notification period is mutually agreed upon by management and the employee. An agreement to a shorter notification shall be confirmed in writing with a copy to the Union.

If additional employees are also required those employees shall be paid at a rate of time and a half (1 ½). The Saturday shift shall be eight (8) hours with the work hours to be determined based on the activity scheduled. Buildings should be vacated one half hour prior to the end of the shift for the purposes of locking and securing the building. Any time worked before or after those hours will be paid at a rate of time and one half (1 ½) pay. Any person or persons under the age of eighteen (18) shall be supervised and shall have supervisory personnel present before being admitted into the building. An alternative to the Tuesday through Saturday shift would be a Wednesday through Saturday, ten (10) hours per day straight time which might be more appropriate under certain circumstances upon the discretion of the Physical Plant Operations Supervisor and the Senior Custodian.

13.3.4 **Open House:** The Senior Custodian can change work schedules for an open house. Such schedule changes will be posted at least two (2) weeks in advance.

13.3.5 **Exceptions:** The Educational Service Center and the satellite buildings will be considered exceptions to the rules which govern other buildings. The above-mentioned buildings may operate seven days per week. The shift hours and days

assigned will be determined by the engineer-in-charge and the Physical Plant Operations Supervisor.

13.4 Overtime:

13.4.1 **Regular:** Overtime at the rate of one and one-half (1 ½) times the regular hourly rate shall be paid for all hours worked beyond or forty (40) hours in a week Monday through Saturday. Approved paid holidays and approved vacation from work will be included in the calculation of hours worked for the purpose of reaching the weekly overtime threshold.

13.4.2 **Sunday and Holiday Work (non-callback):** Planned, non-callback, and non-emergency work performed on Sundays and holidays shall be paid at a premium rate according to the terms outlined below (see section 13.4.3 for provisions on callback pay):

- For non-school related activities, employees shall receive two (2) times their regular rate of pay for hours worked on a Sunday or holiday.
- For school-related activities, employees shall receive one and one half (1 ½) times their regular rate of pay for hours worked on a Sunday or holiday.
- For purposes of this section 13.4.2, the holiday shall be the actual holiday regardless of the day observed as the holiday.

13.4.3 **Callbacks:** Employees who are called back to work for emergencies shall be paid at a premium rate according to the terms outlined below:

- For call backs on Sundays and holidays shall be paid at the rate of two (2) times the regular rate of pay for the greater of two (2) hours or the actual hours worked.
- For callbacks on any day other than Sundays and holidays, employees shall receive one and one half (1 ½) times their regular rate of pay for the greater of two (2) hours or the actual hours worked.
- For purposes of this section 13.4.3, the holiday shall be the actual holiday regardless of the day observed as the holiday.

13.4.4 **Pyramiding:** There shall be no pyramiding of overtime payments.

13.5 Overtime Procedure

13.5.1 The Senior Custodian and the Physical Plant Operations Supervisor will ensure that any and all overtime shall be distributed in accordance with this section. All overtime shall be logged and accounted for in a system specifically set up for overtime worked, and shall begin on the first school day each year. Only emergency callbacks shall not be counted against an employee's accumulation. The overtime log shall be maintained by the building steward, the Engineer in Charge, and the Physical Plant Operations Department, accessible by the union, and shall be made available for review upon request. It is the parties desire to convert this manual process to an electronically based system. Once the technology is installed the parties shall meet and confer prior to its implementation.

- 13.5.2 Bargaining unit members shall have equal access to overtime at their building and any available overtime will be distributed as nearly as possible, on a dollar by dollar basis. Accordingly, the Senior Custodian will first offer any available overtime to the employee who has accumulated the lowest amount of overtime dollars during the school year. If there is more than one overtime assignment available at a site, the member with the least overtime dollars shall have first choice of assignments. If two or more employees have received the same amount of overtime dollars, then the overtime will be offered to the employee who worked the least recent overtime hours.
- 13.5.3 If an employee declines to work any available overtime the offered overtime hours will be charged to his/her total in the overtime log. However, the amount of hours charged shall not exceed the total amount of hours of overtime offered to the employee.
- 13.5.4 In situations where a building is understaffed, as determined by management, overtime shall be worked in no less than one-hour increments. Thus, for example, if there are four (4) hours of overtime available at a building with four (4) members of the bargaining unit, then the Senior Custodian may offer one (1) hour of overtime to each member.
- 13.5.5 Any employee of this bargaining unit who has been temporarily or permanently assigned to a site by means of bid or placement shall have the opportunity to work overtime and shall be averaged in between the high and the low for overtime earnings.
- 13.5.6 Whenever practicable, employees will be given the opportunity to work overtime due to staffing shortage before the beginning of their shift. The Senior Custodian or building steward will attempt to notify these employees before 10:00 a.m. on the day they are eligible for overtime.
- 13.5.7 Scheduled overtime does not have to be worked immediately before or after an employee's regular shift; however, the Senior Custodian or Physical Plant Operations Supervisor must approve the hours agreed upon to work.
- 13.5.8 **Overtime for Sick Employee:** If an employee is out sick, and the position cannot be filled by additional personnel, one (1) hour of overtime paid at the rate of time and one-half (1 ½) pay, will be allotted for each two (2) hours the employee is absent, after the employee has been out for two (2) full days and longer. Priority consideration for assignment of available substitutes will be given to two (2) person buildings. In the event that a substitute is unavailable in the two-person building, the Physical Plant Operations Supervisor shall authorize overtime.
- 13.5.9 **Overtime While on Vacation:** Overtime shall not be offered or worked when an employee is on an authorized vacation, except when authorized by the Director of Physical Plant Operations.
- 13.5.10 **No Refusal of Overtime:** Refusing to work overtime is not an employee option. When called upon to work overtime that person will either work as requested or arrange for a qualified person based on the building requirements to agree to do the required work. The District will make every reasonable effort to avoid triggering mandatory overtime requirements.

13.5.11 **Overtime Joint Labor-Management Committee:** Commencing with the 2019-2020 school year, the parties agree to convene a group to review overtime processes and procedures and examine how District-wide overtime distribution may be efficiently implemented and managed in a cost-effective manner. This group will act as a sub-committee of the Joint Labor-Management Committee (as established in Article 7) and will bring recommendations to Physical Plant Operations administration.

13.6 **Conditions For Janitorial Evening Schedules And Staggered Shifts:**

13.6.1 **General Statement:** Schools shall have employees change their shifts to assist the Second Shift Lead Custodian.

13.6.2 **Events Charging Admission:** For any social affair that charges admission to use the building, additional personnel shall be allocated or time and one-half (1 1/2) pay given so the building can be made ready for the following day if necessary. If additional personnel are to be available during the event, the Senior Custodian shall make the request to the Physical Plant Operations Supervisor who will confer with the principal/building manager and Senior Custodian. The Physical Plant Operations Supervisor will make the determination and inform the Senior Custodian.

13.6.3 **Schools with Two (2) or more Custodians:** Schools that have two (2) or more (8 hour) custodians in the building on the day of an activity shall assign at least one custodian to work the second shift. This adjustment will be made to accommodate any and all school-related activities. Night activities that necessitate work above and beyond the regular work procedure and schedules shall have additional personnel or time and one-half (1 1/2) pay after 10:00 p.m. In schools with two (2) custodians, a differential of sixty (\$0.60) cents per hour shall be paid to employees who start a shift beginning at 12:00 p.m.

13.6.4 **Building Permit:** When schools are used by a building permit making it necessary for a custodian to change his/her working hours, all permits must be in the building at least two (2) working days in advance of the permit date or overtime will be in effect. Exceptions to this time requirement must have the approval of the appropriate Superintendent. Any group or organization using the building shall provide adequate supervision. The supervisors shall be eighteen (18) years of age or older.

Article 14 Other Terms and Conditions of Employment

14.1 **Building Meetings:** The Senior Custodian shall establish regular meetings to discuss issues relating to the operation of the building if requested by the principal. The Senior Custodian shall inform the principal and the Physical Plant Operations Supervisor of compliance issues pertaining to, but not limited to, mandated health, safety, and fire codes.

14.2 **Uniforms:**

Other Terms and Conditions of Employment

14.2.1 **District Contribution:** The District shall contribute a defined amount of \$200.00 per fiscal year for the purchase of uniforms for all employees of this unit who have successfully passed their probationary period and who are required to wear uniforms. This amount shall not be pro-rated for newly hired employees. Payment will be made via a voucher system for use at a designated vendor under a defined MPS plan, established by the joint labor-management committee, for the basic uniform components as well as winter weather jackets and other gear available under the plan.

- a. During their probationary period, employees will be provided with nametags and five (5) shirts with District emblems to wear while on duty until they pass their probationary period.

14.2.2 **Uniform Requirements:** Each employee shall have at least three (3) uniforms at all times. The uniforms must be in good condition and must be worn while on duty, regardless of shift, at all times. The designated uniform must consist of a tan shirt with the proper name embroidered over the right pocket and the MPS patch over the left sleeve. Either long or short sleeves are acceptable. Pants or shorts must be dark brown and must be in good condition. Uniforms must be worn in a professional manner with the shirt buttoned and shirts with tails will be tucked in. Designated means - only from the approved sales location, material, color, and quality. NO SUBSTITUTIONS.

- a. Female uniform options will be made available to employees in the bargaining unit.

14.2.3 **Emblems and Nametags:** Emblems and nametags, supplied by the Board of Education, shall be worn on designated locations on the uniform. No other emblems or nametags may be worn on the uniforms.

14.2.4 **Responsibility to Wear Uniform:** It shall be the responsibility of the Senior Custodian of each building to see that the approved uniform is worn or that exceptions are made. If an employee refuses to wear a uniform the Senior Custodian shall report this to the Director of Physical Plant Operations. The Manager of Plant Operations shall be responsible for taking disciplinary action.

14.2.5 **Safety shoes:** Employees may purchase safety shoes, if they so desire. If they present a proper receipt for safety shoes, the Board of Education will reimburse the cost of the shoes up to \$145.00 annually.

14.2.6 **Eyewear:** Upon the request of the employee, and with the approval of the Director of Physical Plant Operations, employees in this bargaining unit may purchase prescription eyewear from the District's vendor. The District's portion for prescription safety eyewear cannot exceed \$90.00. The reimbursement timeline for the original receipt is July 1 through May 1, only.

14.3 **Reimbursement for Damage to Vehicle/Personal Property/Personal Injury:**

14.3.1 **Vehicle:** The District shall reimburse the employee for the cost of reimbursement for loss, damage, or destruction of personal motor vehicles on school property or while an employee is in the performance of school business as verified by the principal or supervisor and police report. In the case of motor vehicles, reimbursement shall not include personal property that is stolen or damaged. Reimbursement shall not

Other Terms and Conditions of Employment

exceed \$500 per incident (including personal property). The employee must submit receipts and a police report number or an incident report number to receive reimbursement.

14.3.2 **Personal Property:** The District shall reimburse the employee for the cost of reimbursement for loss, damage, or destruction of personal property on school property or while an employee is in the performance of school business as verified by the principal or supervisor and police report. Reimbursement shall not exceed \$250 per incident. The employee must submit receipts and a police report number or an incident report number to receive reimbursement.

14.3.3 **Personal Injury:** If employees of this bargaining unit are injured as a result of an assault by a student, parent, or other while engaged in the performance of duties, the District shall reimburse the employee of this bargaining unit for all medical, dental, hospital and surgical expenses in excess of those expenses covered by the District insurance and/or worker's compensation. Any reimbursement made under this article is a gratuitous payment and does not indicate district acceptance of liability.

The time necessary for recovery resulting from an assault on a member of this bargaining unit by a student, parent or other individual that occurs while engaged in the performance of duties shall not be deducted from unused sick leave. Medical certification may be required. Appropriate District forms must be completed and a police report number must be on file with Human Resources.

14.3.4 **Payment:** Requests for expense reimbursement incurred under sections 14.3.1 or 14.3.2, above, must be submitted within sixty (60) calendar days after the incident resulting in stolen, soiled, destroyed, or damaged property, and will be reimbursed through Payroll as taxable earnings.

14.3.5 **Basis of Payment:** Any reimbursement made under section 14.3.4 is a gratuitous payment and does not indicate District acceptance of liability.

14.4 **Mileage:** When it is necessary for an employee to use his/her personal automobile for approved school business, excluding janitor training school, the mileage rate paid for such travel shall be the prevailing Internal Revenue Service rate.

14.5 **Authorization for Custodian on Duty for Non-District Employees Working on School Buildings**

14.5.1 **Five or less in the building:** If five (5) or less persons are to be in the building on weekends or holidays a custodian from the building (see Article 13.6.3) is required to open the building for the workers and upon finishing their work the engineer will return and check the building before they leave, remaining until all of the contractor's workers have left and the doors are secured. Two (2) hours of overtime will be given to open for the contractors and two (2) hours overtime shall be given to check and secure the building.

14.5.2 **Six or more in the building:** If there are six (6) or more persons working from a contractor's crew or non-District employees in the building on weekends or holidays, a custodian will open the building and work while the contractor's workers are present. The custodian is then responsible, after the contractor's workers have left, for closing the building.

14.6 **Floater Positions:** Management may establish promotional floater positions or detail existing janitorial staff to fill promotional vacancies. If there is a staffing need as determined by management, a member of the floater pool or the existing Janitorial staff, preferably the next highest promotional employee shall be detailed into the vacant position until filled through the bidding process or replaced by a candidate from the promotional list. Employees on the promotional list will be eligible to be considered for a floater position under the following conditions:

- A minimum of a one year commitment as a floater or until promoted from the promotional list.
- Shall have and maintain a valid "Special" license.
- Shall receive premium pay at the minimum rate of an additional \$0.60 (sixty cents) per hour during periods when they are not being detailed or detail pay rate for the position in which they are being detailed, whichever is greater.
- Shall meet minimum performance and conduct expectations as defined by District policies, rules, and procedures.

Employees that elect to be on the floater list will be selected according to their promotional list ranking.

Article 15 Bidding System, Transfer and Reassignment

15.1 General

15.1.1 **Right to Bid:** All permanent employees covered by this agreement shall have the right to bid on a building position within his/her classification of his/her choice.

15.2 Posting and Bidding:

15.2.1 **Postings:** Whenever the District intends to fill a vacancy a notice of such vacancy shall be posted on the District's website for no less than ten (10) business days.

- a. Postings will include the following information: building location; work schedule (working days and hours); required knowledge, skills and abilities; job description; pay rate or pay grade; and any other requirements for the specific position.
- b. In the event there are employees on a layoff list for a given classification, vacant positions will not be posted until the layoff list is depleted and all remaining laid off employees have been returned or have declined the recall offer.

15.2.2 **Bidding:** Bids must be submitted online using the District's website and employment application system.

- a. The bidding system for lateral transfers shall be based on a seniority system, and pertain to each classification and category. The employee within classification with the highest classification seniority from the list of eligible bidders will be given the lateral transfer and must accept the lateral movement.

- b. Successful bids must be accepted. Bids may not be withdrawn after the closing date of the posting, but may be withdrawn while the post is still open.
- c. With the exception of Senior Custodians, successful bidders shall be entitled to two (2) moves per fiscal year. Senior Custodians shall be entitled to one (1) move per fiscal year.
- d. Positions that remain vacant after the lateral transfer process has been completed shall be filled through the interview and select process of qualified applicants. Candidates shall be considered and bids shall be awarded based on educational qualifications, work experience, satisfactory work performance, years of service, and performance in the interview process. At their discretion, and dependent on notification of Human Resources, a Union representative may attend as an observer.
 - **Promotional candidates interviewed first:** Internal candidates for whom the position would be a promotion will be interviewed first. Once the interview process has concluded, the promotional candidate who meets the site's needs as determined by the interview panel will be recommended to Human Resources for hire. If the interview panel elects not to hire one of the promotional applicants, the position may be filled from the candidate pool.
 - In any event, for any promotional vacancy with internal applicants deemed qualified by the Human Resources screening, the department must interview the three (3) most senior qualified applicants with greatest District seniority.
 - For the purpose of this section 15.2.2, the District will comply with all requirements of the Veterans Preference Act.
- e. The Human Resources Department will notify the successful bidder via email, at the employee's District email address, that they have been awarded the transfer and the start date of the new assignment. A copy of this email will be routed to Local No. 284. The employee is required to confirm receipt of the email and confirmation of the new assignment within twenty-four (24) hours.
 - The District will provide to the Union the list of all unit member who bid on the position.
- f. **Administrative Transfers:** If it is deemed to be in the best interest for the building and staff that an employee should be moved or transferred from any building, the building principal or the Physical Plant Operations Supervisor may recommend an administrative transfer to the appropriate Employee Relations designee. The Employee Relations designee will review the recommendation with the appropriate supervisor and, with the employee's consent, discuss the recommended move with Local No. 284 before such a move is made.

15.3 Required Training:

- 15.3.1 All new employees must attend job-specific training in the first four (4) years of employment. After completion of the first four-year program, every employee shall complete twelve (12) hours of in service training in each school year.

- 15.3.2 Each promotion will involve an additional twenty-four (24) hours of in service training. If these twenty-four (24) hours are not accumulated prior to a promotion, they must be completed within one (1) year after the promotion.
- 15.3.3 Each employee must attend and complete training school classes to receive credit.
- 15.3.4 Ongoing training classes, including scheduled make-up classes, will afford all employees the opportunity to attend training and make-up any missed classes due to exigent circumstances, (i.e. illness, death in the family, etc.) The District and Union may meet and confer annually regarding the training calendar.

15.4 Seniority

- 15.4.1 **Seniority List:** A seniority list shall be provided to the Local No. 284 business representative and the Chief Steward on a monthly basis. The list will also indicate the current licensure of each employee.
- 15.4.2 **Building Seniority:** Building seniority is defined as continuous length of employment within a building site and is based upon the employee's most recent date of employment within the building site. Building seniority will be used when shift changes are necessary or made available at the work site.
- 15.4.3 **District Seniority:** District seniority is defined as the length of uninterrupted employment with the district and is based on the employee's initial date of hire as a District employee, subject to restrictions concerning reinstatement (section e below). When transferring from another position outside of Local No. 284 to Plant Maintenance and Operations, employees will retain total District seniority for purposes of sick leave and vacation, but bargaining unit seniority will start on the first day of classification as a member of Local No. 284. However, the District may give additional credit to these employees for purposes of placement on the step schedule.
- 15.4.4 **Military and Union Leave:** Employees on authorized military or union leave continue to accrue seniority while on leave.
- 15.4.5 **Reinstatement:**
 - a. A reinstated employee will, upon appointment, begin to accrue seniority rights, vacation eligibility, sick leave, and other Civil Service rights and benefits the same as any other new employee. Except for special provision relating to credit for vacation increments (see CSC Rule 15.08), service prior to separation will not be credited to a reinstated employee for purposes such as fulfilling in-service time requirements for competing in promotional examinations, computing seniority in promotional examinations, or for determining the order of layoffs.
 - b. An employee who is or has been reinstated following separation pursuant to the reinstatement rule, or who is or has been re-employed through examination and certification within two years following separation, will, after five consecutive years of service following such reinstatement, or new certification, receive credit for prior service for vacation benefits. No such credit will be

applied to an employee reinstated or reemployed for the second or subsequent time. (CSC Rule 15.08)

- 15.5 **Working Hours:** Working hours for Senior Custodians and Second Shift Lead Custodians will be established by the Physical Plant Operations Supervisor. Working hours for custodians will be established by the Senior Custodian, with the approval of the Physical Plant Operations Supervisor.

Article 16 Insurance Benefit

16.1 Group Insurance Benefits:

16.1.1 **Insurance Eligibility:** The District agrees to offer group insurance benefits to eligible employees. These benefits are subject to the terms of the contract between the insurance carrier and the District. To be eligible for insurance benefits the employee must be a permanent employee paid on Appendix A. Salaries, of the collective bargaining agreement. Effective January 1, 2022 domestic partner benefits will be offered as a component of the District's Enhanced Benefits Plan.

- a. **Basic Eligibility:** The employee must be assigned and working twenty (20) or more hours per week to qualify.
- b. **Leaves of Absence:** The employee on an approved leave of absence may participate in group insurance benefits subject to Article 16.2.3.
- c. **Employees on Layoff:** Employees who are laid off may continue coverage at their own expense as provided by federal and state continuation coverage laws.

16.2 **Enrollment for Insurance Benefits.** The employee is automatically enrolled in life insurance. The employee must enroll to be covered by health and dental insurance. An employee may waive all or some insurance coverage by completing a waiver of coverage form.

16.2.1 **Initial Enrollment:** Employees who become insurance-eligible must enroll within the first 30 calendar days of becoming eligible.

16.2.2 **Effective Date of Coverage:** Enrollment forms must be received by the Employee Benefits Office before coverage is effective. Eligible employees who begin work in August shall have coverage effective September 1. Employees starting after September 1 or who become benefit-eligible after September 1 shall have coverage effective the date the enrollment forms are received in the Employee Benefit Office. Employees must be actively at work on the effective date of coverage.

16.2.3 **Leave of Absence:** Employees on paid and unpaid leaves of absence may continue health and life insurance. Employees on paid leaves of absence must pay their portion of the premium (if any). Employees on unpaid leaves must pay the full premium cost of coverage. Failure to pay the premium when due will cause coverage to lapse. Employees who allow health insurance coverage to lapse while on leave must reenroll to obtain coverage. An Employee who does

not reenroll within 30 calendar days of returning from leave must wait for the next open enrollment period to enroll.

- 16.2.4 **Maintaining Eligibility for Employer Contribution:** The employer's contribution continues as long as the employee remains on the payroll in an insurance eligible position. Employees who complete their regular school year assignment shall receive coverage through August 31.

16.3 **Health Coverage:** The employee must enroll to receive health plan coverage. Coverage is not automatic. Employees may enroll in employee only, employee plus one, or family coverage.

- 16.3.1 **Contribution-Employee Only:** Effective January 1, 2019, the District will pay the total cost of the premiums towards the lower/lowest cost employee-only plan, for each permanent certified employee who works twenty (20) or more hours per week. The District will pay no less than eighty percent (80%) of the total cost of the premium for the other employee-only plans. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-only health plan coverage.

- 16.3.2 **Contribution – Employee +1:** Effective January 1, 2019, the District shall contribute no less than seventy-five percent (75%) of the total cost of the premium for the employee-plus-one plans. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-plus-one health plan coverage.

- 16.3.3 **Contribution-Family:** Effective January 1, 2019, the District shall contribute no less than seventy percent (70%) of the total cost of the premium for the family coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for the family health plan coverage.

16.4 **Life Insurance.** Basic Life Insurance: Effective January 1, 2023, insurance eligible employees are automatically enrolled for \$35,000 (plus Accidental Death and Dismemberment \$35,000) of District-paid basic life insurance coverage with supplemental employee-paid options. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.

16.5 **Dental Insurance:** The following dental benefits are available to insurance eligible employees. These benefits are subject to the terms of the contract between the insurance carrier and the District. The District shall pay a portion of the monthly premium for dental coverage. The employer's annual cost for dental coverage shall be as follows:

- 16.5.1 **Employee-Only Coverage:** Effective January 1, 2019, the District shall contribute no less than seventy-five percent (75%) of the total cost of the premium towards employee-only coverage. The employee will pay the difference between the District contribution and the total cost of the premium for employee-only dental coverage.

- 16.5.2 **Employee + 1 Coverage:** Effective January 1, 2019, The District shall contribute no less than eighty percent (80%) of the total cost of the premium toward employee-plus-one coverage. The employee shall pay the difference between the District

contribution and the total cost of the premium for the employee-plus-one dental coverage.

16.5.3 **Family Coverage:** Effective January 1, 2019, The District shall contribute no less than eighty percent (80%) of the total cost of the premium toward family coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for family dental coverage.

16.6 **Long Term Benefit:** Any payments to the Plan will not be made on a before-tax basis, however, members of the bargaining unit may choose to have amounts deducted from their after-tax earnings and submitted to the Plan provider on their behalf.

16.7 **Before-Tax Benefits.**

16.7.1 **Insurance Deduction:** Premiums deducted from the employee's check to pay for health insurance coverage are automatically taken on a before-tax basis, unless the employee has indicated to the contrary in writing to the Employee Benefit Office, subject to Minnesota Law. If the employee is covering a non-tax dependent that portion of the benefit is taxable (due to 2007 Minnesota Law) that allows unmarried children up to the age of 26 to be covered. The premiums paid by the employee, if any, are not subject to federal, state, and Social Security (FICA) taxes. Reports of earnings to MERF and PERA and pension deductions will be based on gross earnings. The before-tax deductions are subject to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.

16.7.2 **Dependent Care Spending Account:** An employee may designate an amount per calendar year from earnings in which there will be no federal, state, and Social Security and Medicare taxes withheld, for dependent care (as defined in Section 125 of the Internal Revenue Code as amended from time to time.)

16.7.3 **Flexible Spending Account (FSA):** An employee may designate an amount per calendar year to be placed in the employee's Flexible Spending Account (as defined in Section 125 of the Internal Revenue Code as amended from time to time). The amounts in the account may be used to reimburse the employee for uncovered medical expenses. Amounts placed in the account are not subject to federal, state and Social Security and Medicare taxes. Reports of earnings to MERF and PERA and pension deductions shall be based on gross earnings.

16.8 **Tax- Deferred Savings Plans:**

16.8.1 The District will make an employer matching payment to the tax-deferred savings plans. The District payment will be made to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 (403(b) Plan. All employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457) are subject to Social Security and Medicare taxes. All employee contributions to the 403(b) plan are subject to Social Security and Medicare taxes, but employer contributions to the 403(b) plan are not subject to Social Security and Medicare taxes.

Employees should ensure tax-deferred payments do not exceed IRS limits. If limits are exceeded, the District will stop deductions to these accounts.

16.8.2 Employer Contributions:

- 403(b) employer contributions are in addition to your limit.
- 457 employer contributions are included in your limit. For detailed current information concerning deferral limits, see the Internal Revenue Service (IRS) website (www.irs.gov). For current information about maximum shelter amounts, additional contributions, catch-up limits, and other details concerning 457 or 403(b) plans, contact the plan representative or website.

16.8.3 District Match Payments: The District shall make an employer matching payment to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 403(b) Plan each pay period up to a maximum District match based on calendar year. Benefit-eligible employees enrolled in the State of Minnesota Deferred Compensation Plan or the Special School District No. 1 403(b) Plan will be automatically eligible for the match.

All of the following must be met:

- a. Effective January 1, 2023, the District will pay an annual match payment of up to \$650 for employees participating in a deferred compensation plan, as outlined above.
- b. The District will match any amount of employee contributions up to the match as noted in (a) above. Tax-deferred savings plan participants will be matched on a per pay period basis while they are deferring into the plan(s) until they reach their annual match for the calendar year.
- c. Only deductions that employees defer during the match period shall be matched by the District.
- d. The employee must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year, to qualify for the match.

16.9 Insurance for Retirees: Eligibility: Effective September 1, 1992, employees who retire and meet the age and service requirement necessary to receive an annuity from the Minneapolis Employees Retirement Fund (MERF), the Public Employees Retirement Fund Association (PERA) or the Minneapolis Teachers' Retirement Fund Association (MTRFA) are allowed to remain in the active employees health and dental group insurance plans. Also, employees who retire and have continuously participated in the District's health and/or dental insurance plans are eligible to continue coverage beyond the eighteen (18) month period under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Eligible retired employees are allowed to remain in active employee group to age 65, subject to the administrative requirements of the District, the carrier contracts, labor agreement, and state and federal law. Dependents may remain in the group until the retired employee is no longer eligible.

Premium Payment: Unless otherwise provided for in the collective bargaining agreement, retired employees shall pay the total premium plus the additional two (2) percent administrative fee charged under COBRA.

16.10 Long Term Disability Insurance: Insurance-eligible employees are automatically enrolled in District-paid long term disability insurance. The long-term disability insurance plan replaces

Site-Based Management Planning

sixty percent (60%) of monthly earnings pursuant to the Insurance Plan document. There is a ninety (90) consecutive workday elimination period before benefits begin. The long-term disability insurance benefits are coordinated with PERA and Social Security benefits.

Article 17 Site-Based Management Planning

School based planning teams shall include representation from Local No. 284 if bargaining unit members wish to participate.

Article 18 Complete Agreement

18.1 **Effect:** This agreement constitutes the full and complete agreement between the Board of Education and SEIU Local No. 284 representing all employees in the classifications of Custodian, Second Shift Lead Custodian, Senior Custodian, Utility and Preventative Maintenance Specialist, Floater Custodian, Physical Plant Operator, Special Facilities Operator, and Plant Operations Instructor of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

18.2 **Finality:** Any matters relating to the current contract term referred to in this agreement shall not be open for negotiation during the term of this agreement except by mutual agreement.

Article 19 No Strike/No Lockout

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning the administration and interpretation of this Agreement. Therefore, during the term of this Agreement, including any extensions of this Agreement, there will be no strikes, work stoppages, slowdowns, or refusal or failure to fully and faithfully perform job functions and responsibilities, including compliance with the request of other labor organizations to engage in such activity. No officer or representative of the Union shall authorize, institute, instigate, aid, or condone any such activities. The Union further agrees that it will take reasonable means which are within its power to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work.

In addition, no lockout of employees shall be instituted by the District during the term of the Agreement.

Article 20 Severability Clause

Should any provision of this Agreement or any application of this contract to any member of the unit or group of members in the unit be determined by a court of competent jurisdiction to be contrary to state or federal law, such finding shall not invalidate any other provisions of this Agreement and they shall remain in full force and effect. The provision found to be contrary to

Duration of Agreement

state or federal law within this provision or application shall be deemed invalid, except to the extent permitted by law and, the parties shall attempt to renegotiate the invalidated provision.

Article 21 Duration of Agreement

This agreement shall be in force and effect for twenty-four (24) months from July 1, 2022 and ending June 30, 2025, and shall continue in full force and effect thereafter, unless written notice of desire to change or modify the agreement is served by either party upon the other party sixty (60) days prior to the 30th day of June 2025.

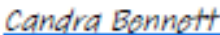
IN WITNESS WHEREOF, the parties hereto have executed this contract on this 13th day of September 2022

APPROVED
September 13, 2022
Board of Education Meeting

Special School District No. 1



Kim Ellison (Dec 15, 2022 17:38 CST)

Kim Ellison
Chairperson, Board of Education


Candra Bennett (Dec 15, 2022 12:43 CST)

Candra Bennet
Senior Human Resources Officer

Service Employees International Union, Local 284


Aaron Janson (Nov 28, 2022 14:22 CST)

Aaron Janson
Business Representative


Selena Engstran (Nov 28, 2022 14:40 CST)

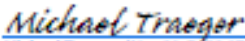
Selena Engstran
Bargaining Team Member


Ernie Gonzales (Nov 28, 2022 14:50 CST)

Ernest Gonzales
Bargaining Team Member


James Likely (Nov 28, 2022 15:17 CST)

James Likely
Bargaining Team Member


Michael Traeger (Nov 29, 2022 07:43 CST)

Michael Traeger
Bargaining Team Member


Fred Bennett Jr (Nov 29, 2022 08:32 CST)

Fred Bennett, Jr.
Bargaining Team Member

Appendix A Salary Schedule, 2022-2023

Salary Schedule July 1, 2022 – June 30, 2023

Job Title	Grade	00	03	04	05	06	07	08	09	10	15	20	25
Custodian	J1			18.85	19.17	19.49	19.83	20.16	20.51	20.86			
Janitor Engineer*	J2	19.38									19.62	19.86	20.21
Second Shift Lead	J4			20.75	21.09	21.44	21.79	22.16	22.53	22.91			
	DT_J4			20.75	21.09								
Custodian, Senior	J6			26.10	26.56	27.04	27.52	28.01	28.51	29.02			
	DT_J6			26.10									
Utility Engineer	J8		27.99	28.50	29.01	29.53	30.06	30.61	31.16	31.73			
	DT_J8		27.99	28.50	29.01	29.53							
Physical Plant Operator	J10		29.44	29.97	30.51	31.07	31.63	32.20	32.79	33.39			
Special Facility Operator	DT_J10		29.44	29.97	30.51	31.07	31.63	32.20					
Plant Instructor	J11		31.14	31.70	32.28	32.86	33.46	34.08	34.70	35.33			
	DT_J11		31.14	31.70	32.28	32.86	33.46						

DT Schedule – wage while on temporary detail to position indicated

**Janitor Engineer - \$2,500 lump sum payment, June 30, 2022*

Salary Schedule July 1, 2023 – June 30, 2024

Job Title	Grade	03	04	05	06	07	08	09	10
Custodian Janitor Engineer	J1			19.67	19.99	20.33	20.66	21.01	21.36
Second Shift Lead	J4			21.59	21.94	22.29	22.66	23.03	23.41
	DT_J4			21.59					
Custodian, Senior	J6			27.06	27.54	28.02	28.51	29.01	29.52
	DT_J6			27.06					
Utility Engineer	J8	28.49	29.00	29.51	30.03	30.56	31.11	31.66	32.23
	DT_J8	28.49	29.00	29.51	30.03				
Physical Plant Operator	J10	29.94	30.47	31.01	31.57	32.13	32.70	33.29	33.89
Special Facility Operator	DT_J10	29.94	30.47	31.01	31.57	32.13	32.70		
Plant Instructor	J11	31.64	32.20	32.78	33.36	33.96	34.58	35.20	35.83
	DT_J11	31.64	32.20	32.78	33.36	33.96			

DT Schedule – wage while on temporary detail to position indicated

Salary Schedule July 1, 2024 – June 30, 2025

Job Title	Grade	03	04	05	06	07	08	09	10
Custodian Janitor Engineer	J1				20.49	20.83	21.16	21.51	21.86
Second Shift Lead	J4				22.44	22.79	23.16	23.53	23.91
Custodian, Senior	J6				28.04	28.52	29.01	29.51	30.02
	DT_J6	28.04							
Utility Engineer	J8	28.99	29.50	30.01	30.53	31.06	31.61	32.16	32.73
	DT_J8	28.99	29.50	30.01	30.53				
Physical Plant Operator	J10	30.44	30.97	31.51	32.07	32.63	33.20	33.79	34.39
Special Facility Operator	DT_J10	30.44	30.97	31.51	32.07	32.63	33.20		
Plant Instructor	J11	32.14	32.70	33.28	33.86	34.46	35.08	35.70	36.33
	DT_J11	32.14	32.70	33.28	33.86	34.46			

DT Schedule – wage while on temporary detail to position indicated

Appendix B Site Tiers

The inclusion of Appendix B is for informational purposes only; sites' Tiered classification was not subject to bargaining during the 2022-2025 round of contract negotiations.

Tier I

Bldg Name	Grade Level	Square Ft	Site SF	# Students	Hours of Operation
800 Broadway	Other	22,009		NA	0600-2000
Armatage	K - 5	99,647	191,737	351	6:00-18:30
Bancroft	Pre K - 5	106,241	158,404	363	0500-1900
Bethune	Pre K - 5	75,430	99,550	226	0500-2100
Bryn Mawr	Pre K - 5	99,669	1284996	264	6:00-1800
Cityview	6 - 8	132,372	362,345	158	0530-2000
Dowling	K - 5	88,560	843,152	282	0500-2130
Field	5 - 8	69,538	161,807	314	0600-1630
Franklin	8-Jun	125,794	250,455	283	6:00-18:31
Hale	K - 4	74,533	154,226	316	0430-2000
Hall	Pre K - 5	81,030	226,074	179	0500-1800
Harrison	Other	54,793	320,364	30	0430-1730
Hiawatha	K - 5	36,982	175,894	222	0600-1800
Howe	K - 5	36,161	138,869	246	0600-1800
Jenny Lind	Pre K - 4	96,963	377,538	226	0600-2200
JP – HIA	Pre K - 8	109,589	287,681	225	0500-2130
Keewaydin	4 - 8	86,050	179,908	320	0530-2130
Kenny	K - 5	61,776	179,006	340	0500-2130
Kenwood	K - 5	61,300	79,200	384	0530-1800
LH Lower	K - 2	63,646	159,900	339	0530-1800
LH Upper	3 - 8	78,049	162,233	335	0530-1800
Longfellow	9 - 12	42,733	166,603	75	0600-1800
Loring	Pre K - 5	55,916	199,397	296	0600-1730
Lucy Laney	Pre K - 8	109,026	271,847	322	0530-2200
Lyndale	Pre K - 5	91,786	165,464	355	0600-2000
North Star	Other	144,197	349,130	0	0600-2130
Nrup/Ericsson	Pre K - 5	57,061	176,309	397	0530-1800
NS Johnson	Pre K - 8	125,150	381,467	190	0500-2130
Nut Center	Other	73,143	156,672	NA	0430-1830
Pillsbury	Pre K - 5	87,705	122317	397	5:30-18:00
PM& O	Admin	89,000	108763	NA	0600-1700
Pratt	Pre K - 5	42,032	60,558	238	5:30-18:00
Trans Ctr	Other	133,210	382,105	NA	0500-2230
Waite Park	Pre K - 5	57,005	271,531	283	0530-1800
Webster	Admin	73,414	240,109	256	0600-1800
Wenonah	K - 5	42,648	158,507	312	0600-1800
WH Davis	Other	94,282	320,364	90	0430-1800
Windom	Pre K - 5	67,466	173,507	384	0600-1830

Tier II

Bldg Name	Grade Level	Square Ft	Site SF	# Students	Hours of Operation
AET Plus	Admin	51,895	134,340	459	6:00-22:00
Anthony	6 - 8	139,590	249,101	816	5:30-22:00
Anwatin	6 - 8	144,157	1,284,996	349	6:00-1800
Barton	K - 8	79,852	84,702	470	6:00-16:30
Burroughs	K - 5	93,766	174,659	463	0500-2130
Davis Center	0	173,768	230,659		6:00-10:00
Emerson	Pre K - 5	57,061	108,492	500	0515-2115
Fair	9 - 12	86,150	82,036	508	5:30-22:00
Folwell	K-8	140,629	154,978	328	6:00-18:30
Marcy	K - 8	78,957	220,059	484	0600-1800
Olson	5 - 8	111,555	313,285	368	5:00 -2100
R Gr Central	Pre K - 8	117,773	274,767	518	0500-2100
Sanford	6 - 8	150,680	159,344	640	0515-2145
Seward	K - 8	126,726	193,031	616	0600-2200
Las Estrellas	Pre K - 8	126,076	187,431	320	0500-2200
Whittier	Pre K - 5	142,460	89,627	322	0630-1600

Tier III

Bldg Name	Grade Level	Square Ft	Site SF	# Students	Hours of Operaton
Andersen	Pre K - 8	233,252	192,341	851	5:30-10:00
Edison	9 - 12	257,922	274,110	865	4:30-22:00
Henry	9 - 12	241,971	187,486	875	0530-2230
Ella Baker	Pre K - 8	156,450	143,458	614	0530-2200
Justice Page	6 - 8	149,346	441,245	928	0600-1800
North	9 - 12	282,795	422,002	437	0530-2130
Northeast	6 - 8	176,336	235,992	499	0530-2130
Roosevelt	9 - 12	307,029	558,631	1010	0530-1800
South	9 - 12	283,094	347,477	1470	0530-2200
Southwest	9 - 12	295,823	297,850	1505	0500-2300
Sullivan	Pre K - 8	214,421	398,375	782	0500-2100
Washburn	9 - 12	256,430	348,656	1535	0600-2200
Wilder	Other	193,441	228,959	322	0600-2200

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