

**2024-2026 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:
UNAFFILIATED MAINTENANCE EMPLOYEES**

Purpose. This policy outlines the general terms and conditions of employment for unaffiliated maintenance employees (“employee” or “employees”) of Independent School District No. 564 (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

Unaffiliated Maintenance Employees. While it is in effect, this policy will apply to head maintenance and maintenance employees.

At-Will Employment. The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. In turn, employees may resign from the District at any time and for any reason as they see fit.

Probationary Period. For all purposes, including the Veterans Preference Act, employees will serve a one-year probationary period. This does not alter the at-will employment relationship. The one-year probationary period is intended to clarify that all employees will be under a heightened level of supervision during their initial year of their at-will employment to ensure they are meeting performance expectations.

Performance of Duties. Employees must faithfully perform the services and duties prescribed by the District, regardless of whether those duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

Notice of Assignment. The District will give each employee a notice of assignment that will contain additional information about the employee’s position. Each employee’s immediate supervisor will establish the employee’s duty day and work week. The Superintendent may reassign an employee or modify an employee’s assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee’s position or create a new job description at any time.

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

Callback Time. An employee called to duty during his/her scheduled off-duty time will receive a minimum of two (2) hours pay at their overtime rate of pay.

Stand-by Time. An employee requested to stand-by will be compensated at their overtime rate of pay for each hour on stand-by.

Base Hourly Wage Rate. For the 2024-2025 school year and the 2025-2026 school year, the following hourly wage rates will apply:

Pay Level	2024-2025 Hourly Rate	2025-2026 Hourly Rate
0	\$19.92	\$20.31
1	\$21.37	\$21.80
2	\$22.83	\$23.28
3	\$24.29	\$24.78
4	\$25.74	\$26.25
5	\$27.22	\$27.76

Second Shift Differential Pay. Second shift (a shift starting on or after 11:00 a.m.) employees will receive thirty-five cents (\$.35) per hour above their base hourly wage rate. Persons working second shift will not lose their second shift pay when called in to replace a day shift person on a temporary basis.

Second Shift Supervision Stipend. Second shift employees designated to supervise cleaners at Challenger and Franklin will receive an additional sixty-five dollars (\$65) per month stipend and Lincoln will receive an additional one-hundred dollars (\$100) per month stipend.

Head Maintenance Stipend. Head maintenance personnel will receive an additional one-hundred sixty dollars (\$160) per month stipend.

Weekend Differential Pay. Saturday and Sunday work, which is not overtime, will receive twenty cents (\$.20) per hour on Saturday and thirty cents (\$.30) per hour on Sunday above their base hourly wage rate. Such Saturday and Sunday hourly differentials will only be paid if an individual employee is scheduled for Saturday or Sunday work as a part of his regular schedule of work. The differentials are not to be paid if the employee is receiving overtime for work on either of those days. It is also ordered that if an individual employee is working a second or third shift which includes work on Saturday or Sunday as part of that regular shift, the above-described Saturday or Sunday premiums will be in addition to the regular second or third shift premium to be paid for those shifts.

Snow Watch Stipend. Those individuals regularly assigned to snow watch will receive payment of \$120/month for the months of November through March inclusive. Payment is to be vouched on a monthly basis. If an individual takes more than two (2) weeks of vacation within any of these months, he/she will not be eligible to receive the snow watch payment.

Building Check Pay. Employees who have responsibility for building check outside of their regularly scheduled shift will receive a minimum of one (1) hour of pay per building, or actual time worked, at one and one-half (1 1/2) times the employee's base pay rate. Employees who have responsibility for building checks in conjunction with an assigned shift must allow time outside of the shift to conduct the building check. For purposes of computing building check compensation, same hours worked shall not be paid twice.

Longevity Pay. Employees who have a minimum of ten (10) years of continuous service will receive an additional thirty-five cents (\$.35) per hour above the base hourly wage rate. Employees who have a minimum of fifteen (15) years of continuous service will receive an additional fifty-five cents (\$.55) per hour above the base hourly wage rate. Employees who have a minimum of twenty (20) years of continuous service will receive a total of seventy-five (\$.75) cents per hour above the base hourly wage rate.

Holidays. In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following paid holidays:

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| 1. New Year's Eve Day | 6. Independence Day |
| 2. New Year's Day | 7. Labor Day |
| 3. Good Friday | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Eve Day |
| 5. Juneteenth (June 19) | 10. Christmas Day |

In one of these holidays falls on a Saturday, the Friday before will be observed. If the holiday falls on a Sunday, the Monday following will be observed. If an employee is required to work on a holiday, they will have the option of taking the holiday the week previous, the week of, or the week following, depending upon the workload.

Insurance Benefits. As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

Health Insurance. The District will contribute no less than \$700 per month toward a single plan or no less than \$1000 per month toward a family plan for group health and hospitalization insurance for Employees who average at least 30 hours per week, or 120 hours per month, whichever is less, and who choose to participate in the District's group health and hospitalization insurance plan.

Health Savings Account (HSA): For eligible employees who select the high deductible health plan (HDHP), the District will make a monthly contribution to the employee's individual HSA which is equal to the difference between the HDHP monthly single premium and the monthly District contribution.

Administrative fees allocable to individual accounts of active employees and former employees shall be paid from the individual account. Administrative fees shall be paid from individual accounts of all participants in the event the HSA is terminated. Each eligible employee is responsible for understanding the rules and regulations for participating in a plan.

Group Term Life Insurance. The District will pay 100% of the premium for a group term life insurance policy with a death benefit of \$20,000 for each employee working a minimum of fifteen (15) hours per week. If permitted by the insurance carrier, any employee may obtain additional group term life insurance benefits for \$20,000 at the sole expense of the employee, with the premium payment made by payroll deduction through the District. Actual coverage is subject to conditions as define by the group insurance policy.

Long-Term Disability (LTD) Insurance. The District will pay the full monthly premium for a long-term disability insurance policy for each employee who works, on average, at least sixteen (16) hours per week. Subject to the policy's terms and conditions, the policy will provide for payment of two-thirds of a qualified wages after a sixty (60) day waiting period.

Disclaimer. No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change at the discretion of the School Board. The eligibility any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

Vacation: Vacation will be earned upon completion of service on a monthly basis. Vacation may be used after it has been earned. A day of vacation is equal to the length of the employee's regularly scheduled work day. Vacation will be forfeited if it is not used within twenty-four (24) months after it is earned. Full-time employees will earn vacation based on the following schedule:

Beginning 0 through 5 years	10 days
Beginning 6 years	11 days
Beginning 7 years	12 days
Beginning 8 years	13 days
Beginning 9 years	14 days

Beginning 10 years	15 days
Beginning 11 years	16 days
Beginning 12 years	17 days
Beginning 13 years	18 days
Beginning 14 years	19 days
Beginning 15 + years	20 days

Sick Leave. Full-time employees will earn thirteen (13) days of sick leave per year. Part-time employees will earn a prorated amount. Sick leave may not be used to conduct personal business. Employees may use sick leave if they have an accident, illness, or health condition that prevents them from performing their job duties. Employees may also use sick leave for any other purpose allowed by law. If the employee reports being absent because of an illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence. Employees may accumulate up to two-hundred (200) days of sick leave. Upon separating from employment with the District for any reason, an employee will not receive compensation for any unused days of sick leave.

Personal Leave. All full-time twelve (12) month employees may be granted a leave at the discretion of the School District of not more than three (3) days per year non-accumulative (prorated for part-time). The days used to be deducted from sick leave for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. Personal leave must be taken in half (1/2) day (four hours) or full day (eight hours) units.

Bereavement Leave. Employees who have accumulated sick leave may take up to five work days with pay for each occurrence of death in the “immediate family,” including a spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, and step child. Days used for bereavement leave will be deducted from sick leave.

Jury Duty. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee’s regular pay during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from jury duty.

Other Types of Leave. To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law, including child care leave that would not otherwise qualify under the Family Medical Leave Act (“FMLA”).

403(b) Matching Contribution Eligibility. The District offers a 403(b) tax-sheltered annuity plan to employees pursuant to Minnesota Statutes section 356.24. Employees are eligible to receive a matching contribution after three consecutive years of service. The District will match

an eligible employee's contribution to his or her 403(b) plan, on a dollar-for-dollar basis, based on the following schedule:

0-3 consecutive years of service	\$0
4-5 consecutive years of service	\$500
6 or more consecutive years of service	\$800

Uniforms. Five (5) sets of uniforms per year will be provided to the employee. Thereafter, worn uniforms will be turned in for replacement and employees will be responsible for repair and cleaning of uniforms. Uniforms can be worn to and from work but cannot be worn in liquor selling establishments or for personal use during non-working hours or days. Uniforms will be worn while working.

Boiler Licenses. All employees must obtain the minimum of a Special license within six months from their starting date as a condition of continued employment. An additional extension may be granted at the sole discretion of the District based on availability of a course. The District shall reimburse employees for tuition and license fee at each level of boilers license one time only. Prior administrative approval is required. If employee fails to achieve the license, all subsequent tuition and fees at that level shall be the sole responsibility of the employee. The District shall reimburse employees for boiler license renewal fees.

Independent School District No. 564 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.