

SEIU 284
Monticello District #882 Custodian and Maintenance Employees
Round 5 Document
June 12, 2024

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2023-2025 UNION PROPOSALS

The following are the Union's proposals to the School District in negotiations for a successor collective bargaining agreement.

In the following proposals, (1) language that is **underlined and bold** is new language that is being proposed to be added to the agreement; (2) language with a ~~strikethrough~~ is current contract language that would be removed from the agreement; and (3) all other language is current contract language that would continue into the next contract.

The Union reserves the right to add to, subtract from, delete, amend, or otherwise modify its bargaining proposals as the union deems fit and necessary during the course of these negotiations. All financial offers are retroactive to July 1, 2023.

Open Items as of 6/12/2024

4. ARTICLE VI RATES OF PAY

Section I. Rates of Pay

District counterproposal 5/13/2024: See Financial offer = 8.57%

Union counter 5/13/2024 with a proposal = 9.82%

Union counterproposal 6/12/2024: See financial offer.

6. ARTICLE IX GROUP INSURANCES

* SAME AS CERIFIED CONTRACT*

Union Response to District Proposal Updated 6/12/2024.

1. Article V: Employee Rights – change to gender neutral- Union TA 2-20-24.

2. Article VI: Rates of Pay

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021~~23~~ and continuing through June 30, 2022~~24~~.

Subd. 2. The wages and salaries reflected in Appendix B, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022~~24~~ and continuing through June 30, 2023~~25~~.

Subd. 3. The School Board reserves the right to withhold a ~~salary~~ **wage** increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.

Subd. 4. ~~Salary~~ **Wage** increases shall be effective on July 1st of each contract year. Those employed prior to January 15th will qualify for the full second step. Those employed January 15th or later will qualify for a pro-rated raise.

Subd. 5. ~~Beginning in the 2019-2020 school year~~ All custodians will be paid for hours worked based on hours recorded in the electronic time clock each pay period. Employees will be paid two times each month, on the 15th and the 30th. There will be a two-week delay between hours worked and the payroll period hours are paid.

Union counter proposal 2/20/24: Union would TA Section 1 – Subd.1- 5 as written above.

Subd. 6. Seniority Rights: The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of lay-off and recall of employees, and advancement or promotion. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled. If a former employee elects not to return to work when recalled, he shall lose his seniority rights. An employee who is properly discharged or resigns shall forfeit his seniority and, in the event of re-

employment, his seniority rights shall begin as of the date of his re-employment. Promotion will be based on seniority and the applicant's qualifications to fit the job description.

Union Response 2/20/24: Union does not agree to striking language in Subd. 6.

~~Subd. 7. Layoff: In the event the District restructures custodial positions, as has been the past practice, the District shall allow the members of the custodial bargaining unit to determine, who will take what position.~~

Union Response 2/20/24: Union does not agree to striking the language in Subd. 7.

3. Article VI: Rates of Pay

Section 3. Uniform and Footwear Allowance: The employer will pay \$475.00 for school year 2021-2022 **2023-24** and \$475.00 for school year 2022-2023 **2024-25** payable on the July 30th paycheck, towards the purchase of designated school custodial uniforms. New employees will receive their uniform allowance upon completion of the probationary period.

Union Response 2/20/24: TA date changes above section 3.

Section 5. Part-time: Part-time are those employees of the unit scheduled for less than 30 hours per work week.

Section 6. Temporary and/or Seasonal: Temporary and/or seasonal employees are those hired for a stated term. Temporary and/or Seasonal employees may be full or part-time.

Union response 2/20/24: Clarification as to purpose of added language needed.
Union Counter 4/4/24: Does not agree to adding new language of section 5 and 6 above.

Union 5/13/2024: Does not agree to adding NEW sections 5 or 6.

District counterproposal 5/13/2024:

Section 5. Part-time, Temporary, and /or Seasonal Assignments:

Subd 1. Part-time: Part-Time are those employees of the unit scheduled for less than 30 hours per work week.

Subd.2. Temporary and/or Seasonal: Temporary and/or seasonal employees are those hired for a stated term not to exceed a period of 120 calendar days. Temporary and/or Seasonal employees may be full or part-time.

Subd. 3. Part-time, Temporary, and /or Seasonal employees who retired in good standing from the District shall be placed at the Salary and Longevity wages occupied at the time of retirement.

Subd. 4. Part-time, Temporary, and /or Seasonal employees who retired in good standing from the District shall be placed at the Differential and License wages occupied at the time of retirement.

Union Counterproposal 6/12/2024:

Section 5. Part-time

Subd 1. Part-time: Part-Time are those employees of the unit scheduled for less than 30 hours per work week but at least 14 hours per week. Limit of one part-time worker per building.

Subd.2. Union does not agree.

Subd .3. Part-time, Temporary, and -or Seasonal employees who retired in good standing from the District shall be placed at the Salary and Longevity wages occupied at the time of retirement.

Subd. 4. Part-time, Temporary, and /or Seasonal employees who retired in good standing from the District shall be placed at the Differential and License wages occupied at the time of retirement

4. Article VII: Leaves of Absence

Section 1, 5, and 6

Union Response 2/20/24: **TA** changes to gender neutral and replacing - building principal – with the Superintendent or designee.

5. Article VIII Hours of Service

Section 1. Work Week: The work week shall be eight (8) hours per day five (5) consecutive days per week unless otherwise requested by the employee and concurred with by the District. ~~Qualified senior workers shall have the choice of shifts, subject to the approval of the administration and job requirements.~~ All work over forty (40) hours shall be paid at the overtime rate of time-and-one-half (1 1/2). Overtime must be approved in advance by the administration **the**

Superintendent or designee. For the purpose of calculating overtime, the work week shall be considered ~~Monday~~ **Sunday** through ~~Sunday~~ **Saturday**. Night shifts shall be defined as a shift ending after 7:00 p.m. or starting after 3:00p.m. To be eligible for the weekly night shift differential, workers must serve on at least three night shifts in the work week. If a paid holiday or vacation day falls during the work week, the employee must serve on at least two (2) night shifts in the work week to be eligible for the weekly night shift differential. All work completed between Saturday at 9:00 p.m. and Sunday at midnight shall be at the rate of time-and-one-half (1 1/2).

Section 2. Work Day Changes: In the event of emergencies, the regularly scheduled work day may be changed by the Supervisor of the employee **Superintendent or designee.**

Union Response 2/20/24: Union does not agree with striking the sentence that reads: *Qualified senior workers shall have the choice of shifts, subject to the approval of the administration and job requirements.*

Union Response 2/20/24: TA other language changes in the above sections 1 and 2.

6. Article VIII Hours of Service

Section 3. Lunch Break: Employees shall be provided a duty free lunch period of at least 30 minutes, the lunch period to be exclusive of the work day as designated. Where assignments are made that require an employee to be in the building for a continuous shift, ~~he~~ **the employee** will be paid 1 ½ times his ~~the employee's~~ normal pay for that time within this shift period. This meal time should be flexible to best protect the building and serve the public, but will be as close to normal meal time as possible.

Union Response 2/20/24: Union does not agree with striking the words - at least -from the contract language.

Union Response 2/20/24: Union ok with changing all pronouns to gender neutral in the contract language.

District 2/20/24: Holds with striking the words "at least"

Union 4/4/24: Union does not agree with striking the words "at least".

District 4/22/2024: Drops the strikethrough language "at least" leaves gender neutral language.

Union 5/13/2024: TA gender neutral language.

Section 4. Daily Work Schedule: The individual employee's daily work program, including starting and quitting time, will be guided by the needs for best operation of the school building as determined by the Principal or Supervisor. **Superintendent or designee.**

Section 5. Vacations:

Subd. 1. ~~Effective July 1, 2016~~ Each employee will be granted a vacation period on July 1 on the following basis:

Union Response 2/20/24: Open and waiting for district response to union opening proposal.

Union response 2/20/24: TA to striking the date.

Subd. 5. The employer reserves the right to schedule all vacations. Vacations earned shall be granted upon three (3) days advance notice and approval of the ~~Direct Supervisor~~ **Superintendent or designee.**

- a. Employees are prohibited from taking vacation five (5) working days before school starts in the fall and five (5) working days after school ends in the spring.
- b. One (1) employee per building will be allowed to be on vacation at a time unless the Building Principal **Superintendent or designee** makes exception to this requirement.

Union Response 2/20/24: TA language change in Subd.5

7. Article VIII: Hours of Service

Section 6. Holidays: Please see Unions 5-13-2024 round proposal for update.

Union 5-13-2024: TA

8. Article VIII: Hours of Service

Section 7. Job Posting:

Subd. 1. Head and Night Lead Custodians: New positions or vacancies will be posted **on the district's website** in each building for a period of five (5) days ~~on a bulletin board provided in the custodial/maintenance area.~~ The posting shall include the available shift, which is subject to change as deemed necessary. Applications of the interested parties should be sent to the District Office. The leading candidates whose background and abilities best meet the requirements of the posted position will be called in for an interview by the Superintendent or designee. Movement during the probationary period will be limited and allowed only with approval by the Superintendent, or designee.

Union Response 2/20/24: TA above language changes.

Union Counter 4/4/24: Add an additional sentence that reads: **An email notification will be sent to all support staff of new positions or vacancies in the district.**

5-13-2024: Union waiting for response on adding this sentence.

District Counter 5/13/2024:

Subd. 1. Head and Night Lead Custodians: New positions or vacancies will be posted in each building for a period of five (5) days on a bulletin board provided in the custodial/maintenance area **the District's webpage and delivered to all District employees via email.** The posting shall include the available shift, which is subject to change as deemed necessary. Applications of the interested parties should be sent to the District Office. The leading candidates whose background and abilities best meet the requirements of the posted position will be called in for an interview by the Superintendent or designee. Movement during the probationary period will be limited and allowed only with approval by the Superintendent, or designee.

Union response 6/12/2024: Agrees with the above added language.

The Superintendent or designee, utilizing the various data which has been made available, will recommend the senior leading candidate.

Union Response 2/20/24: Does not agree with striking the word – senior – from the above language.

~~The selection of the candidate for the position will be made in not less than seven (7) working days after the completion of the posting of the position. Notification will be made to the candidate(s) selected for the position and the appropriate supervisor.~~

Union Response 2/20/24: Leave language but change from 7 day to 5 days.

Seniority shall prevail for all positions and the position will be filled by the senior qualified employee who applies.

Any senior applicant not granted a position has the right to request through the Union steward the reasoning behind the administration's rejection of his application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

Subd. 2. Expedite Posting Process:

Custodians: New positions or vacancies will be posted in each building for a period of five (5) days on a bulletin board provided in the custodial/maintenance area. The posting shall include the available shift, which is subject to change as deemed necessary.

A Union meeting will follow within one (1) week of the expiration of each posting to follow the steps below. Any Custodian interested in moving to any position that may come open during the process must be at the meeting. **The District reserves the right to pause after any of the following steps in order to identify open positions that the District does not intend to repost.**

Union Response 2/20/24: Clarification needed on how the pause would occur.

Union Response 5-13-2024: Does not agree to adding the above language.

Union counter 4/4/24: Add additional sentence: District will meet with union steward prior to bidding meeting to get clarification on any positions that district does not plan to repost.

Union drops the above added language and will leave contract language as written. 5-13-2024.

District Counterproposal 5/13/2024:

A Union meeting will follow within one (1) week of the expiration of each posting to follow the steps below. Any Custodian interested in moving to any position that may come open during the process must be at the meeting. **The District reserves the right to inform the Union's steward ahead of the expedite posting process of any position that the District does not intend to fill if it should become open: if such a position becomes open during the expedite posting process, the steward shall call the meeting to a close with immediate effect.**

Union response 6/12/2024: Does Not Agree With Added Language.

Step 1- The position(s) that open following a posting will be filled by the most senior member of the Custodial union that is at the meeting and expresses interest in said position(s).

Step 2- The position(s) open by the process in Step 1 will be filled by the most senior member of the Custodial union that is at the meeting and expresses interest in said position(s).

Step 3 -The position(s) open by the process in Step 2 will be filled by the most senior member of the Custodial union that is at the meeting and expresses interest in said position(s).

Step 4- This process will continue until there is no longer any interest in the open position(s).

Step 5- At that time, the District will post externally for the open position(s). Seniority shall prevail for all positions and it will be filled by the senior qualified employee who applies.

If put before the Union membership of this unit by a majority vote, the District may request upon a job opening, an expedited posting day. During this day, the opening will be offered by seniority. The senior applicants' subsequent opening likewise will be offered by seniority and the process will continue, until the Union body has had the opportunity to fill all available positions, with the final open position filled by standard posting procedure. This would not apply to open lead positions, which will continue to be posted.

9. Article VIII: Hours of Service

Section 8. Safety:

A. All regulations and laws of the State of Minnesota and O.S.H.A. governing the safety of employees and building occupants shall be complied with by the employer and employees.

B. Custodial/maintenance employees who are assigned to work in a building when they are the only person in the building will not be assigned tasks which are considered hazardous by the employee and his supervisor **the Superintendent or designee**. Examples of such tasks are: ladder climbing, electrical circuit repair, tunnel crawling, outside patrolling and pursuit of vandals and services required in aquatic areas.

Union Response 2/20/24: Union TA

10. Article VIII: Hours of Service

~~Section 9. Time Off Provision: A public employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and must upon request provide for leaves of absence to elected or appointed officials of the exclusive representative.~~

Union Response 2/20/24: Agree to strike language above as it is covered by Article V Employee Rights Section 5.

11. Article IX: Group Insurances

Section 1. Hospitalization Insurance and Health Savings:

Subd. 2a. Health and Hospitalization Insurance: The School Board ~~District~~ shall contribute a sum of up to \$1,810 **\$1903** per month for the 2021-2022 **2023-2024** school year and \$1,903 **(TBD)** per month for the 2022-2023 **2024 -2025** school year toward the premium for coverage for each full-time custodian employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. For the purpose of this section, full time shall be defined by at least thirty (30) hours per week.

Subd. 2b. Health Savings: The District contribution will be as follows:

- Single Policy
- District contribution of \$1,015 per year
- Family Policy
- District contribution of \$2,000 per year

Union Response 2/20/24: Same as certified contract - Hold

District response 4/22/2024: Same as certified contract.

Union response 5/13/2024: TA's same as certified contract.

~~Subd. 4. In the event that the District contribution for family and/or single hospitalization coverage for certified personnel of District #882 is increased, such increase will also be granted to personnel covered under this Agreement.~~

Union Response 2/20/24: Does not agree to striking the above language.

12. Article IX: Dental Insurances

Subd. 2. Dental Insurance: The School Board **District** shall contribute a sum of up to \$90.00 per month for the 2021-2022 **2023-2024** school year and \$90.00 per month for the 2022-2023 **2024-2025** school year toward the premium of a dental insurance policy. This policy will be available for each full-time custodial employee of the School District who qualifies for and is enrolled in the School District dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Union Response 2/20/24: Union TA

District proposal 5/13/2024: Add sentence: **For the purpose of this section, full time shall be defined by at least thirty (30) hours per week.**

Union response 6/12/2024: TA added sentence.

13. Article IX: Group Insurances

Section 2. Long term disability Insurance

Union Response 2/20/24: TA date changes.

District proposal 5/13/2024: Add sentence: **For the purpose of this section, full time shall be defined by at least thirty (30) hours per week.**

Union response 6/12/2024: TA added sentence.

14. Article X: Grievance Procedure Section 5

Union Response 2/20/24: TA Gender Neutral language.

15. Article XIII: Retirement and Resignation

Section 3. Retiree Insurance Benefits: Retiring employees may continue in the School District's group health insurance plan as provided by applicable law. **For employees hired before July 1, 2024,** Retiring employees who have at least ten (10) years of service in the School District and who are at least age sixty (60) will be eligible to remain in the School District group insurance plans by purchasing either single or family policies. Participating employees will receive a District contribution toward the premium equal to the contribution granted to active employees taking single insurance coverage until the employee reaches Medicare eligibility.

Union Response 2/20/24: Union does not agree to the addition of language.

District counter 4/22/2024: Employees hired on/after July 1, 2024 shall be eligible for an HRA beginning in year eleven . For full-time employees in years (11) eleven to (20), \$2,500 will be deposited annually(July 15 of the following year) into an HRA account.

Union response 5/13/2024: Union would like further discussion on HRA's.

Union questions 6/12/2024:

Would there be a one time opt in for current employees?

How would years of service be counted for current employees if a one time opt in was granted for current employees? Example: Current employee with 15 years of service if they opted in would they get contributions for 10 years?

25. Article VII: Hours of Service

Section 5. Vacations:

Subd. 4. Upon resignation or retirement all earned but unused vacation leave will be paid out at the employee's rate of pay on the first payroll following separation date. **This payment shall be made into a District-sponsored Health Reimbursement Arrangement (HRA) on behalf of each eligible with a vendor of the District's choosing. The payment will be made within 60 days of the effective retirement date.** Any extended vacation (two-weeks or longer) in the month prior to retirement or resignation must be pre-approved by the Superintendent, or designee.

Union counterproposal 6/12/2024: Add following sentence to district's proposal 5/13/2024.

Employees that have vacation time built up that will be lost if not used can have the district place it in the HRA.

16. Article XIV: Deferred Compensation Matching Plan

Union Response 2/20/24: Union TA gender neutral language changes.

17. Article XV : Severance Pay

For employees hired before July 1, 2006, At the time of retirement, up to thirty-five (35) days of accrued sick leave and one (1) day for each year of service to the School District may be used for early retirement for each full-time custodial employee who has completed at least ten (10) years of continuous employment and is at least 55 years of age. This payment will be distributed to the retiree's 403(b) account. In the event the employee dies and the other aforementioned requirements were met, the benefits will be paid to the employee's estate.

Union Response 2/20/24: Union TA adding of date language.

18. Article XVI: Duration

Union Response 2/20/24: TA date change

19,20, and 21 Appendix A, B, and C

Union Response 2/20/24: Agree to move to hourly rates and change dates. Remove the word salary and replace with wage. All financial values are on a separate offer page.

22. Appendix D: Pay Differentials

Union Response 2/20/24: Union agrees to all date updates and having hourly amounts for Appendix D. Financial offer on separate document. Exceptions to this are listed below.

Appendix D: Pay Differentials – Head Custodians

5. In the event that a head custodian is assigned to oversee the custodial **operational** needs of an additional program, building or location, the head custodian will receive an additional fifty percent (50%) of lead pay differential to provide head custodian services to both programs, buildings or locations. **To qualify for this stipend the staff member must perform all the duties assigned as outlined in the head custodian job description and provide custodial support, advanced mechanical repairs, and leadership skill for the district in order to provide a clean, safe, and healthy learning environment for students and staff. Examples include but are not limited to: Logging boilers during heating season; tearing down boilers and getting boilers ready for inspections after the heating season; re-assemble the boilers after inspections; daily monitoring BAS systems; scheduling weekly building schedule for HVAC systems through a BAS (UHL,Alerton);troubleshooting HVAC issues; fixing or coordinate vendor repair of HVAC issues; capital request proposals; grass cutting; and/or snow removal.**

Union Response 2/20/24: Clarification needed...

District counter 4/22/2024: Revised language: **Beginning June 16, 2024, to qualify for this stipend, both buildings/locations must require all of the responsibilities necessary of a head custodian, including boiler and HVAC maintenance.**

District 4/22/2024: Wants to change custodial to **operational** and strike the word program.

Union response 5/13/2024: Does not agree with language additions.

Union Response 6/12/2024: TA district's counter language dated 4/22/2024.

Appendix D: Licenses

9. All custodians shall have the required boiler license prior to advancement to the position of head custodian or lead custodian. If the license is not presented to the Superintendent by the time the employee is first eligible for the higher rate of pay, the rate of pay shall be \$15.00 per month **\$0.84 per hour** less than listed in the contract.

Union Response 2/20/24: Union does not agree to any of the above changes. Leave as written.

District Counter 2/20/24: \$0.08 per hour

Union 4/4/24: TA \$0.08 per hour

10. Appendix D: Licenses

Subd. 1. ~~Beginning in the 2022-2023 school year, e~~Employees holding the CPO Pool license will only receive the stipend for the pool license if they are working in a location with a pool.

Subd. 2. It is also understood that any individual wishing to receive the differential pay must submit a copy of their boiler license or CPO pool license to the ~~business manager~~ **Human Resources department** prior to receiving any payments. Effective immediately upon submission of the respective license either boiler or CPO pool or both, the employee shall begin to receive the differential. With respect to boiler licenses, employees shall be paid for the highest license held upon submission of the license.

Union Response 2/20/24: Union TA

11. Appendix D Guidelines

~~14. When hourly pay rates are used, they will be calculated by dividing the monthly salary by an average month of 173 1/3 hours.~~

Union Response 2/20/24: TA striking above sentence.

23. Appendix E: Head Custodian Stipend

~~For the 2020-2021 school years, a stipend will be awarded equally to each head custodian at~~

~~\$2,900. After the 2020-2021 school year, the stipend will be awarded commensurate with responsibilities, as determined by the Superintendent, or designee. The stipend will be payable in two payments, August 15 and October 15, based on final assessment and evaluation by the Superintendent, or designee.~~

Union Counter 2/20/24: Union would like to have a discussion about how current responsibilities are being done.

Union Response 4/4/24: Leave language in for stipend for cases of extra assignments that may take place on occasion.

District Counter 4/22/2024: New language

Union response 5/13/2024: Does not agree to changes.

Union counter proposal 5/13/2024:

In addition to the rates of pay provided in Article VI, employees shall be eligible for additional compensation for providing leadership at the District level on assignments from the Superintendent issued in the form of a written Letter of Assignment. The Superintendent reserves the right to assign such tasks and will determine the level of compensation for each assignment. The employee has the right to accept or deny the assignment. This incentive is exclusively for duties not considered part of the job of the employee. The Superintendent reserves the right to direct each employee to perform duties that are part of their regular job at no additional compensation. There is no guarantee that each employee will be offered an assignment offer from the Superintendent.

Union response 6/12/2024: TA district's counter as written 5/13/2024.

25. Article VII: Hours of Service

Section 5. Vacations: New language for HRA payment.

Union response 5/13/2024: Union membership would like more information.

Union counter 6/12/2024: Under HRA section of retirement.

TA – Tentative Agreements as of June 12, 2024

1. Update all dates as appropriate. Update Table of Contents, include MOUs in attachments to Contract (both paper copy and online). Updates to make contract gender neutral.

District and Union 1/23/24: TA

U3. ARTICLE V EMPLOYEE RIGHTS

~~Section 3. *Dues Check-Off*: With the authorization of the employee, each employee shall have the right to request and be allowed dues check-off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, and audio file) for dues/premier member dues deduction.~~

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

Section 3. Request for Payroll Deduction, Authorization and Remittance.

Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document.

The Union will indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

District Response 1/23/24: Under Review

District Response 2/20/24: TA

ARTICLE VI RATES OF PAY

Section 1. *Rates of Pay*

New Subd. 8. Subd. 8. Each individual employed by the school district at any time between July 1, 2023 and the date this contract is ratified by the Union shall receive retroactive pay back to July 1, 2023. This includes individuals who remain employed by the school district on the date of Union ratification as well as individuals whose employment terminated between July 1, 2023 and the date of Union ratification.

District Response 2/20/24: Does not agree with new language:

Union Counter Response 4/4/24: added "in good standing."

New Subd. 8. Subd. 8. Each individual employed by the school district at any time between July 1, 2023 and the date this contract is ratified by the Union shall receive retroactive pay back to July 1, 2023. This includes individuals who remain employed by the school district on the date of Union ratification as well as individuals whose employment terminated in good standing between July 1, 2023 and the date of Union ratification.

District counter 4/22/2024: Retroactive Pay: Any changes to rates or benefits shall be retroactive as negotiated in the new agreement for all active employees and employees who retired in good standing who completed work during the contract period.

Union 5/13/2024: TA districts counter.

5. ARTICLE VIII HOURS OF SERVICE

Section 6. Holidays: There shall be **twelve (12)** ~~eleven (11)~~ paid holidays for all employees covered under this Agreement.

Subd. 1. The following days will be observed as holidays: Independence Day, Day before or after Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, Memorial Day, Good Friday, Friday after Thanksgiving, Christmas Eve Day, and **Juneteenth.**

Subd. 2. Double time pay shall be paid for employees who are called upon to work on a holiday, including work on Easter weekend, and the Saturday and Sunday of Thanksgiving weekend.

Subd. 3. On New Year's Eve, employees will not be scheduled to work beyond 7:00p.m. except in emergency situations. **Employees that volunteer to work a community/school event shall be paid 1.5x times employee's hourly rate for hours after 7:00 PM.**

District Counter 1/23/24: Stay at 11 holidays. Remove Good Friday and replace it with Juneteenth.

Union Counter 2/20/24: Hold at union opening offer add sentence to Subd.3

District Response 2/20/24: TA additional Holiday and added sentence to Subd3. Tied to wage proposal.

Union 5/13/2024: TA additional holiday of Juneteenth (twelve 12 total) and new language in Subd. 3.

Updated Union withdrawals June 12, 2024

2. Article III Definitions

Union drops changes to existing language in Section 2 remain with current contract language. District agrees to follow state statute.

3. Article V Employee Rights

Union drops changes to existing language in Section 4 and 5 remain with current contract language.

Union drops proposed new sections 6 and 7. District agrees to follow state statute.

5. ARTICLE VIII HOURS OF SERVICE

Section 5. Vacations

~~Subd. 1. Effective July 1, 2016~~ **E**ach employee will be granted a vacation period on July **1** on the following basis:

- a. Custodians who have completed one (1) to six ~~(6)~~ **five 5** years of employment shall receive two (2) weeks of vacation.
- b. After **five (5)** six ~~(6)~~ years of consecutive employment- Additional week, totaling three (3) weeks.
- c. After **ten (10)** twelve ~~(12)~~ years of consecutive employment- Additional week, totaling four (4) weeks.
- d. First year employees who do not complete a full year of service shall receive a prorated amount based on two (2) weeks of vacation for the full year on July 1.

District Response 1/23/24: Under Review

District Response 2/20/24: District would agree to changes if union agrees to entire district package.

Union Counter 4/4/24: Holding with Union opening proposal.

District Response 4/22/2024: Does Not agree to changes.

Union Counterproposal 5/13/2024: Leave as currently written in the contract except for

Subd. 1 a. Custodians who have completed six months ~~one (1)~~ to six (6) years of employment shall receive two (2) weeks of vacation.

Union 6/12/2024: Drop added language and leave as written in contract.

WAGES - 2022-23				
Steps	Annual	Monthly	Hourly	
1st/FT	\$39,805.08	\$3,317.09	\$19.14	
Prorate	\$39,811.20	\$3,317.60	\$19.14	
2nd/FT	\$43,490.52	\$3,624.21	\$20.91	
3rd/FT	\$47,176.08	\$3,931.34	\$22.68	
4th/FT	\$50,920.56	\$4,243.38	\$24.48	
Differentials	Annual	Monthly	Hourly	
HS Head	\$4,369.68	\$364.14	\$2.10	
MS Head	\$4,369.68	\$364.14	\$2.10	
Elem Head	\$4,369.68	\$364.14	\$2.10	
Night Shift Lead	\$2,777.16	\$231.43	\$1.34	
Night Shift Pay	\$1,664.88	\$138.74	\$0.80	
None	\$0.00	\$0.00	\$0.00	
Licenses	Annual	Monthly	Hourly	
Chief	\$1,380.00	\$115.00	\$0.66	
1st Class	\$1,200.00	\$100.00	\$0.58	
2nd Class	\$1,080.00	\$90.00	\$0.52	
Special	\$1,020.00	\$85.00	\$0.49	
None	\$0.00	\$0.00	\$0.00	
Licenses-Pool	Annual	Monthly	Hourly	
CPO Pool	\$1,020.00	\$85.00	\$0.49	
None	\$0.00	\$0.00	\$0.00	
Longevity	Annual	Monthly	Hourly	
At 5 yrs	\$832.00	\$69.33	\$0.40	
At 10 yrs	\$935.00	\$78.00	\$0.45	
At 15 yrs	\$1,144.00	\$95.33	\$0.55	
At 20 yrs	\$1,352.00	\$112.67	\$0.65	
At 25 yrs	\$1,560.00	\$130.00	\$0.75	
None	\$0.00	\$0.00	\$0.00	
Safety & Security	Annual	Monthly	Hourly	
Bldg	\$1,483.56	\$123.63	\$0.71	
Leadership	\$2,900.00			

WAGES - 2023-24				
Steps	Annual	Monthly	Hourly	
1st/FT	\$41,397.24	\$3,449.77	\$19.90	4.0%
Prorate	\$41,403.60	\$3,450.30	\$19.91	4.0%
2nd/FT	\$45,230.16	\$3,769.18	\$21.75	4.0%
3rd/FT	\$49,063.08	\$4,088.59	\$23.59	4.0%
4th/FT	\$52,957.44	\$4,413.12	\$25.46	4.0%
Differentials	Annual	Monthly	Hourly	
HS Head	\$4,544.52	\$378.71	\$2.18	4.0%
MS Head	\$4,544.52	\$378.71	\$2.18	4.0%
Elem Head	\$4,544.52	\$378.71	\$2.18	4.0%
Night Shift Lead	\$2,888.28	\$240.69	\$1.39	4.0%
Night Shift Pay	\$1,731.48	\$144.29	\$0.83	4.0%
None	\$0.00	\$0.00	\$0.00	
Licenses	Annual	Monthly	Hourly	
Chief	\$4,164.00	\$347.00	\$2.00	201.7%
1st Class	\$3,120.00	\$260.00	\$1.50	160.0%
2nd Class	\$2,088.00	\$174.00	\$1.00	93.3%
Special	\$1,020.00	\$85.00	\$0.49	0.0%
None	\$0.00	\$0.00	\$0.00	
Licenses-Pool	Annual	Monthly	Hourly	
CPO Pool	\$1,020.00	\$85.00	\$0.49	0.0%
None	\$0.00	\$0.00	\$0.00	0.0%
Longevity	Annual	Monthly	Hourly	
At 5 yrs	\$832.00	\$69.33	\$0.40	0.0%
At 10 yrs	\$1,040.00	\$86.67	\$0.50	11.1%
At 15 yrs	\$1,248.00	\$104.00	\$0.60	9.1%
At 20 yrs	\$1,456.00	\$121.33	\$0.70	7.7%
At 25 yrs	\$1,664.00	\$138.67	\$0.80	6.7%
None	\$0.00	\$0.00	\$0.00	
Safety & Security	Annual	Monthly	Hourly	
Bldg	\$1,483.56	\$123.63	\$0.71	0.0%
Leadership	\$0.00			

WAGES - 2024-25				
Steps	Annual	Monthly	Hourly	
1st/FT	\$43,260.12	\$3,605.01	\$20.80	4.50%
Prorate	\$43,266.72	\$3,605.56	\$20.80	4.50%
2nd/FT	\$47,265.48	\$3,938.79	\$22.62	4.50%
3rd/FT	\$51,270.96	\$4,272.58	\$24.65	4.50%
4th/FT	\$55,340.52	\$4,611.71	\$26.61	4.50%
Differentials	Annual	Monthly	Hourly	
HS Head	\$4,726.32	\$393.86	\$2.27	4.00%
MS Head	\$4,726.32	\$393.86	\$2.27	4.00%
Elem Head	\$4,726.32	\$393.86	\$2.27	4.00%
Night Shift Lead	\$3,003.84	\$250.32	\$1.44	4.00%
Night Shift Pay	\$1,800.72	\$150.06	\$0.87	4.00%
None	\$0.00	\$0.00	\$0.00	
Licenses	Annual	Monthly	Hourly	
Chief	\$4,164.00	\$347.00	\$2.00	0.0%
1st Class	\$3,120.00	\$260.00	\$1.50	0.0%
2nd Class	\$2,088.00	\$174.00	\$1.00	0.0%
Special	\$1,020.00	\$85.00	\$0.49	0.0%
None	\$0.00	\$0.00	\$0.00	
Licenses-Pool	Annual	Monthly	Hourly	
CPO Pool	\$1,020.00	\$85.00	\$0.49	0.0%
None	\$0.00	\$0.00	\$0.00	
Longevity	Annual	Monthly	Hourly	
At 5 yrs	\$936.00	\$78.00	\$0.45	12.5%
At 10 yrs	\$1,143.96	\$95.33	\$0.55	10.0%
At 15 yrs	\$1,372.80	\$114.40	\$0.66	10.0%
At 20 yrs	\$1,560.00	\$130.00	\$0.75	7.1%
At 25 yrs	\$1,767.96	\$147.33	\$0.85	6.3%
None	\$0.00	\$0.00	\$0.00	
Safety & Security	Annual	Monthly	Hourly	
Bldg	\$1,483.56	\$123.63	\$0.71	0.0%
Leadership	\$0.00			