

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

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# **MASTER CONTRACT AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT #885**

**AND**

**SCHOOL SERVICE EMPLOYEES LOCAL NO. 284**

**Representing:**

**Custodial  
Maintenance**

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*July 1, 2024 - June 30, 2026*

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## **1. PURPOSE**

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

## **2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### **2.1. RECOGNITION**

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

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

## **3. DEFINITIONS**

### **3.1. TERMS AND CONDITIONS OF EMPLOYMENT**

The terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment are subject to the provisions of PELRA."

### **3.2. DESCRIPTION OF APPROPRIATE UNIT**

"Appropriate unit" means all employees in custodial and maintenance excluding the following: confidential employees, supervisory employees, essential employees, and part-time employees whose service do not exceed fourteen (14) hours per week or 35% of the normal work week in the employee's appropriate unit.

Hours per work week is determined by the average number of hours worked over the most recently completed 12 week quarterly work period (i.e. Jan.-Mar.; Apr. to Jun.; Jul. to Sep.; and Oct. to Dec.) or for new employees by what the School District reasonably expects the employee will work, on average, over the following 12 weeks.

### **3.3. OTHER TERMS**

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

### **3.4. DEFINITION OF WORK**

Work shall be based on applicable job descriptions.

**3.5. DEFINITION OF DAY**

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

## **4. SCHOOL DISTRICT RIGHTS**

### **4.1. INHERENT MANAGERIAL RIGHTS**

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

### **4.2. MANAGEMENT RESPONSIBILITY**

The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

### **4.3. EFFECT OF LAWS, RULES, AND REGULATIONS**

The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void without force and effect.

### **4.4. RESERVATION OF MANAGERIAL RIGHTS**

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

## **5. EMPLOYEE RIGHTS**

### **5.1. RIGHT TO VIEW**

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

### **5.2. RIGHT TO JOIN**

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

### **5.3. REQUEST FOR DUES CHECK-OFF**

Employees have the right to request and be allowed payroll deduction for the exclusive representative, and the political fund associated with the Exclusive Representative and registered pursuant to section 10A.12.

The School District must rely on a certification from the Exclusive Representative requesting remittance of a deduction that the organization has and will maintain an authorization, signed by the public employee as defined in state statute. The Exclusive Representative is not required to provide the School District a copy of the authorization unless a dispute arises about the existence of the terms of authorization. The Exclusive Representative must indemnify the School District for any successful claims made by the Employee for unauthorized deductions in reliance on the certification.

Any dues deduction will remain in effect until the School District receives notice from the Exclusive Representative that the Employee has changes or canceled their authorization in writing in accordance with the terms of the original authorizing document, and the School District is required to rely on information from the Exclusive Representative receiving remittance of the deduction regarding whether the deductions have been properly changed or canceled.

The Exclusive Representative must indemnify the School District, including any reasonable attorney fees and litigation costs, for any successful claims made by the Employee for unauthorized deductions made in reliance on such information from the Exclusive Representative.

Deduction authorizations are independent from the Employee's membership status with the Exclusive Representative and remain in effect whether or not this Agreement has expired or authorizes the deduction.

The School District must commence deduction within 30 days of notice of authorization from the Exclusive Representative and must remit the deductions to the Exclusive Representative within 30 days of the deduction.



This language is intended to reflect the statutory requirements set out in Minnesota Statutes section 179A.06, Subdivision 6.

#### **5.4. UNION ACCESS TO INFORMATION**

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

Within twenty calendar days from the date of hire of an employee, the District will provide the following contact information to the Union: name, job title, worksite location (including location within a facility when appropriate), home address, work telephone number, home and personal cell phone numbers on file with the District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for, and whether the position is a nine (9) month or twelve (12) month assignment. The District will provide this information to the Union in a format acceptable to the Union.

Every 120 calendar days the District shall provide to the Union in an Excel file, or similar format agreed to by the Union, the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the District; date of hire; and work email address and personal email address on file with the District.

The District must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

## **6. RATES OF PAY**

### **6.1. RATES OF PAY**

#### **6.1.1. Rates**

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

#### **6.1.2. Salary Freeze**

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

#### **6.1.3. Classifications**

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

#### **6.1.4. Probation upon Change of Classification**

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

#### **6.1.5. Job Change Step Placement**

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

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

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

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

**6.1.6. Temporary Pay Classification Increase**

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

## **7. INSURANCE**

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

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

### **7.1. HEALTH AND HOSPITALIZATION INSURANCE**

#### **7.1.1. Definition**

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

- Less than 20 hours per week – not eligible for district contribution
- 20 or more hours per week – 50% of the district contribution
- 25 or more hours per week – 62.5% of the district contribution<sup>1</sup>
- 30 or more hours per week – 75% of the district contribution<sup>2</sup>
- 35 or more hours per week – 100% of the district contribution<sup>3</sup>

#### **7.1.2. Single Insurance**

The School District shall contribute up to \$633.00 per month for the 2024-2025 benefit year that ends on June 30, 2025. The School District shall contribute \$665.00 per month for the 2025-26 benefit year starting on July 1, 2025 through June 30, 2026. The contributions are for the premiums for any full time employee who qualifies for and is enrolled in the School District's VEBA or HSA insurance plans.

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

#### **7.1.3. Dependent Coverage**

The School District shall contribute up to \$1461.00 per month for the 2024-2025 benefit year that ends on June 30, 2025. The School District shall contribute \$1534.00 per month for the 2025-26 benefit year starting on July 1, 2025 through June 30, 2026. The contributions are the premiums for any full time employee who qualifies for and is enrolled in the School District's VEBA or HSA insurance plans

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

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<sup>1</sup> Employees who work between 20 to 24.99 hours a week would be eligible for 50% of the district contribution.

<sup>2</sup> Employees who work between 25 to 29.99 hours a week would be eligible 62.5% of the district contribution.

<sup>3</sup> Employees who work between 30 to 34.99 hours a week would be eligible for 75% of the district contribution.

**7.2. LIABILITY PROTECTION**

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

**7.3. INCOME PROTECTION**

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

**7.4. LIFE INSURANCE**

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

**7.5. DENTAL INSURANCE**

The School District shall contribute up to \$340.00 per year for single or family coverage for employees who qualify for and enroll in the District's insurance program.

Effective July 1, 2025, the school district shall contribute \$357.00 per year for single or family coverage for employees who qualify for and enroll in the District's insurance program.

Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. Qualifying provisions in section [7.1.1](#) apply here also.

## **8. LEAVES OF ABSENCE**

### **8.1. SICK AND SAFE TIME**

#### **8.1.1. Rate**

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

#### **8.1.2. Accumulation**

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

#### **8.1.3. Usage**

Employees shall utilize their allowance of sick and safe time leave when an absence is due to:

- Physical illness or disability;
- For medical, dental or chiropractic treatment or preventative care;
- Domestic abuse, sexual assault or stalking of a family member;
- Closure of the school district due to weather or public emergency; or
- Other reasons as permitted by law.

Cumulative sick and safe time may be utilized for absences due to the same reasons cited above for the following family members of the Employee (subject to an annual maximum of 30 days):

- Child, including foster child, adult child, legal ward, child for whom the Employee is a legal or guardian or child to whom the Employee stands in loco parentis;
- Spouse, or registered domestic partner;
- Sibling, stepsibling, or foster sibling;
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the Employee was a minor child;
- Grandchild, foster grandchild or step-grandchild;
- Grandparent or step-grandparent;
- Child of the sibling;
- Sibling of the parents of the Employee;
- Child-in-law or sibling-in-law;
- Any family members identified above of the Employee's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the Employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the Employee.

Employees may use all of their accumulated sick leave for an ill child under eighteen (18) years of age or a child under the age of twenty (20) who is still attending secondary school.

Additional sick leave may be granted by the superintendent or the director of administrative services, whose decision is not subject to the grievance procedure.

The District may require documentation, including the written statement of a qualified and licensed medical provider, to qualify an employee's eligibility for the use of sick leave under this section.

The parties agree that the terms and provisions outlined in this section are intended to mirror or reflect the requisites outlined in M.S. § 181.9413, as amended in 2023. In the event that the substantive terms and conditions stated in statute involving the use of sick leave are amended, or the statute is rescinded, the parties would negotiate the language in this section following the expiration of the contract.

**8.1.4. Deduction of Earned Sick and Safe Time**

Sick and safe time leave allowed shall be deducted from the accumulated sick leave days\* earned by the employee. Any accrued sick and safe time upon separation of employment with the school district is not payable to the employee.

**8.1.5. Sick Leave Usage for Family Members**

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

**8.1.6. Work Attendance Incentive**

Effective for the 2024-2025 work year, full-time employees who work the entirety of 248 work days in a work year, excluding the use of accrued vacation, are eligible for up to 16 hours of pay at the employee's current hourly rate of pay. This amount is prorated for employees working less than forty hours a week.

In addition, full-time employees who have accrued more than 80 hours of sick and safe time as of June 30th, and who have worked more than 235 complete work days, may be eligible to cash out up to five days of sick time at the employee's current hourly rate of pay.

This benefit is subject to the following terms:

1. Employees must maintain a minimum sick and safe time balance of 80 or more hours at all times.
2. Employees must complete a written form designated by the School District and submit the form to Employee Services between July 1 and July 31. After this application period, the employee will forfeit any benefit under this section for the preceding work year.
3. In the event the employee is terminated, released or voluntarily leaves his or her employment prior to July 1, the employee forfeits his or her eligibility for any benefit under this section for the preceding work year; and
4. In the event the employee retires after ten or more years of service in the unit at any time, the School District will pro-rate this benefit provided all of the other terms in this section are met.

**8.1.7. Sick Leave Bank**

An employee accessing the sick leave bank:

- Is a maintenance unit employee who is physically incapable of performing his/her duties due to a serious medical condition caused by a life threatening, chronic illness, injury or accident where the maintenance unit employee has applied for long-term disability (per doctor statement) and is for a serious medical condition that is not a result of a workers' compensation compensable injury. The

determination as to qualification under this section is at the discretion of the superintendent and is not subject to grievance

- Must have worked for the School District in the maintenance department for a minimum period of one calendar year and exhausted his/her accumulated sick leave and vacation;
- Has not yet qualified but completed an application for the District's income protection plan; and
- Subject to a maximum number of 30 donated days in a calendar year per incident. Donations may not exceed two days per any one employee per calendar year. Employees must maintain a minimum of ten (10) days of sick and safe time following donation. Communication, identification and authorization of donated days is at the direction of the Exclusive Representative.

## **8.2. BEREAVEMENT LEAVE**

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

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

## **8.3. CHILDCARE LEAVE**

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

## **8.4. WORKERS' COMPENSATION INJURY LEAVE**

- 8.4.1.** For an employee who is absent from work as a result of a compensable injury under the provisions of the workers' compensation act, the School District will pay the difference between the compensation received pursuant to the workers' compensation act by the employee and the employee's regular rate of pay to the extent of the employee's accumulated sick leave and/or vacation pay.
- 8.4.2.** A deduction shall be made from the employee's accumulated sick leave and/or vacation time according to the proportions of the days of sick leave or vacation time which is used to supplement workers' compensation.
- 8.4.3.** Such payment shall be paid by the School District to the employee only during the period of disability.
- 8.4.4.** In no event shall the additional compensation paid to the employee by virtue of sick leave, holiday or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- 8.4.5.** In applying the provisions of this section, the School District shall:
  - Initially apply 25% of the employee's scheduled work day in sick time followed by vacation.



- Upon the employee returning to work, the district will reconcile the difference in pay in favor of the employee and pay out this sum within three (3) payroll cycles.
- In the event that reconciliation of workers compensation payments and the application of accrued sick time or vacation exceeds the normal compensation of the employee, the employee will pay back the sum owed over three payroll cycles or upon other agreement by the employee and the district.
- The parties acknowledge that the payment of worker's compensation and the district's corresponding payment based on the application of sick or vacation time may not run concurrently with the district's payroll cycle, and that compensation payments run on a separate payment cycle outside of the school district.

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

## **8.5. JURY DUTY LEAVE**

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

## **8.6. VACATIONS**

### **8.6.1. Rate**

All twelve (12) month employees, not otherwise employed in a position that is classified as temporary or seasonal employment (i.e. summer, temporary, or substitutes), shall earn vacation leave at the rate of one (1) day\* per each month of service in the employ of the School District on a prorated basis through the first complete year of employment.

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

#### **YEARS OF CONSECUTIVE EMPLOYMENT IN DISTRICT 885 SCHOOLS:**

One Year	13 Days*	Ten Years	20 Days*
Two Years	14 Days*	Thirteen Years	21 Days*
Three Years	15 Days*	Fifteen Years	22 Days*
Four Years	16 Days*	Eighteen Years	25 Days*
Five Years	17 Days*	Twenty Years	27 Days*

### **8.6.2. Vacation Rollover and Payout Upon Separation**

Vacation shall accumulate year to year and be paid out at the employee's current daily rate of pay upon separation. For employees hired on or after January 1, 2025, vacation shall accumulate year to year, but is subject to a maximum payout upon separation of 20 days.

### **8.6.3. Scheduling (for Vacations)**

Employees may schedule up to two (2) vacation days per work year with a minimum period of three (3) days notice, except in cases of emergencies. No excuse or justification needs to be provided. The Employee needs to indicate this type of request in writing.

For all other vacation requests, employees shall be given every reasonable and practical choice of vacation periods possible. Those with greater seniority shall be given

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

**8.6.4. Duration**

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

**8.6.5. Vacation During Holidays**

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

**8.7. HOLIDAYS**

There shall be paid holidays for all employees covered under this Agreement on a prorated basis. The definition of holiday pay is scheduled hours at an employee's hourly rate. Employees will be paid for holidays based on their normally scheduled work day.

Any employee required to work on a school-designated holiday shall be paid at the rate of two (2) times their normal rate of pay. Any employee required to work on the actual holiday shall be paid at the rate of three (3) times their normal rate.

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

**8.7.1. Dates**

The following days will be observed as holidays:

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

**8.7.2. Eligibility**

The Independence Day and Juneteenth holidays are observed as paid holidays for 12 month employees only.

## **9. HOURS OF SERVICE**

### **9.1. WORK WEEK**

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

### **9.2. MEAL PERIODS**

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

### **9.3. REST BREAKS**

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

### **9.4. NOTICE OF WORK YEARS**

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

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

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

**9.5. TIME OFF PROVISIONS**

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

**9.6. INCLEMENT WEATHER DAYS**

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

In the event of a school closing due to inclement weather, if a maintenance staff employee works the entirety of their scheduled shift, they will be eligible for one additional vacation day equivalent to their normal work day, that will be allocated to the employee at the end of the calendar month in which it is approved. The employee must submit a request to HR by August 1 or the benefit is void. This section will sunset in its entirety on June 30, 2026. Part-time staff members will be pro-rated (i.e. .5 FTE would be eligible for four hours). Maximum benefit per work year is two vacation days.

## **10. GRIEVANCE PROCEDURE**

### **10.1. GRIEVANCE INFORMATION**

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

### **10.2. REPRESENTATIVE**

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

### **10.3. DEFINITIONS AND INTERPRETATIONS**

#### **10.3.1. Extensions**

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

#### **10.3.2. Days**

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

#### **10.3.3. Computation of Time**

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

#### **10.3.4. Filing and Postmark**

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

### **10.4. NOTIFICATION AND TIME LIMITATION**

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

#### **10.4.1. WAIVER**

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

## **10.5. ADJUSTMENT OF GRIEVANCE**

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

### **10.5.1. Level 1**

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

### **10.5.2. Level 2**

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

### **10.5.3. Level 3**

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

### **10.5.4. Level 4**

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

### **10.5.5. Level 5**

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

- **Request**

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

- **Prior Procedure Required**

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

- **Selection of an Arbitrator**

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

- **Hearing**

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

- **Decision**

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

- **Expenses**

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

- **Election of Remedies and Waiver**

A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it

further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.



## **11. PROBATION, DISMISSAL / PROGRESSIVE DISCIPLINE, AND LAYOFFS**

### **11.1. PROBATION**

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

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

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

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

### **11.2. DISMISSAL / PROGRESSIVE DISCIPLINE**

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

### **11.3. LAYOFFS, RECALL, AND REDUCTIONS**

#### **11.3.1. Recognition of Groups**

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

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

#### **11.3.2. Bumping**

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

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

shall be able to bump in the following manner:

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

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

**11.3.3. Recall**

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

## **12. RETIREMENT AND RESIGNATION**

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

## **13. MISCELLANEOUS**

### **13.1. PHYSICAL EXAMINATIONS**

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

### **13.2. VACANCIES**

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

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

### **13.3. SAFETY**

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

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

### **13.4. REQUIRED TRAINING AND CERTIFICATION**

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

### **13.5. 403(B) MATCHING BENEFIT**

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

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

Lifetime District matching 403(b) benefit for any individual employee is limited to \$15,000.00.

### **13.6. BOILER LICENSE REIMBURSEMENT**

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

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

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

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

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

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

## **14. DURATION**

### **14.1. TERM AND REOPENING NEGOTIATIONS**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2024, through June 30, 2026, and thereafter, until modifications are made pursuant to the PELRA, as amended. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

### **14.2. EFFECT**

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

### **14.3. RETROACTIVE ELIGIBILITY**

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

## APPENDIX A. WAGES

### A.1. BASIC WAGE MATRIX AND OVERRIDES

GROUP – CUSTODIANS			
CUSTODIANS / GROUNDSKEEPERS			
	2024-2025		2025-2026
Step 1	\$18.36	Step 1	\$18.73
Step 2	\$19.13	Step 2	\$19.51
Step 3	\$20.07	Step 3	\$20.48
Step 4	\$21.42	Step 4	\$21.85
NIGHT LEAD CUSTODIANS / THIRD SHIFT SUPERVISOR			
Step 1	\$21.77	Step 1	\$22.32
Step 2	\$22.38	Step 2	\$22.94
Step 3	\$22.99	Step 3	\$23.57
Step 4	\$23.68	Step 4	\$24.27
DAY LEAD CUSTODIANS / LEAD GROUNDSKEEPER			
Step 1	\$23.71	Step 1	\$24.66
Step 2	\$24.37	Step 2	\$25.34
Step 3	\$25.03	Step 3	\$26.03
Step 4	\$25.78	Step 4	\$26.81

OVERRIDES			
	2023-2024)	2024-2025	2025-2026
Second Shift Differential	\$0.35	\$0.60	\$0.60
Third Shift Differential	\$0.70	\$1.00	\$1.00
Pool Operator/ up to four custodians	\$0.35	\$0.35	\$0.35
Chief Boiler License	\$1.00	\$1.50	\$1.50
1st Class Boiler License	\$0.70	\$1.00	\$1.00
2nd Class Boiler License	\$0.50	\$0.75	\$0.75
Special Boiler License	N/A	\$0.25	\$0.25
Day Lead Custodian Middle School	\$0.85	\$0.85	\$0.85
Night Lead Custodian Middle School	\$0.50	\$0.60	\$0.60
Day Lead Custodian High School	\$1.50	\$1.50	\$1.50
Night Lead Custodian High School	\$0.70	\$0.80	\$0.80
Lead Groundskeeper	\$2.50	\$3.00	\$3.00
Groundskeeper (with mechanical skills)	\$1.00	\$1.25	\$1.25
District Maintenance	\$2.50	\$3.00	\$3.00
High School (applies to hours worked at site)	N/A	\$0.75	\$0.75

Longevity increments:

- 2 years: \$0.25
- 5 years: \$0.80
- 10 years: \$1.20
- 15 years: \$1.60
- 20 years: \$2.00
- 25 years: \$2.40

## A.2. STEPS

Steps will be awarded for both years of Agreement. For purposes of the first wage step increase after hire, employees with hire dates between July 1 and December 31 will be considered to have worked one year and will receive their first-year step increase on the first June 30 of their employment. Employees with hire dates between January 1 and June 30 will not be considered to have worked one year and will wait for their first year step increase until the second June 30 of their employment.

Years of service for the purpose of determining vacation, sick leave, longevity pay, eligibility for any tenure overrides and seniority is based on completed years of service from July 1 to June 30th. For staff with a hire date before January 1, they will be credited with 1 work year as of the following June 30th. For staff hired on or after January 1st, the anniversary date will start the following July 1. For the purposes of longevity pay and in accordance with District practice, the employee must have completed the designated years of service prior to becoming eligible for the anniversary increment. Sick leave and vacation will be allocated on a monthly basis.

## A.3. EXTRA TIME

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

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

### A.3.1. On-Call Purpose

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

### A.3.2. On-Call Days

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

## A.4. SHIFT DIFFERENTIAL

Any employee with 50% or more of their regularly scheduled work time during the regular school year working between the hours of 5:00 PM and 5:00 AM shall be paid an additional \$0.60 per hour for all hours the employee works. Any employee with 50% or more of their regularly scheduled work time during the regular school year between the hours of 10:00 PM and 7:00 AM shall be paid an additional \$1.00. An employee may qualify for only one shift differential. Shift differential will not be paid during the summer months to those who are working days.



## APPENDIX B. PAYROLL PROCEDURES

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

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

## SIGNATURE PAGE

*IN WITNESS WHEREOF*, The parties have executed this Agreement:

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

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



Gerald Bade  
Steward  
SEIU Local 284

Date: 10-31-24



Drew Scherber  
Chairperson  
District 885 School Board

Date: 10-21-2024

Steward  
SEIU Local 284



Holley Saville  
Clerk  
District 885 School Board

Date: \_\_\_\_\_

Date: 10-21-2024



Sara Nyhus  
Contract Organizer  
SEIU Local 284

Date: 10/30/24

## **ATTACHMENT NO. 1**

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

This memorandum represents an addendum to the 2024-2026 Master Agreement concerning the use of unpaid leave and all provisions of this memorandum will automatically sunset at the conclusion of the Master Agreement.

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

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

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

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

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

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

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

### USE OF EXTENDED UNPAID LEAVE FOR MEDICAL PURPOSES

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

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

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

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

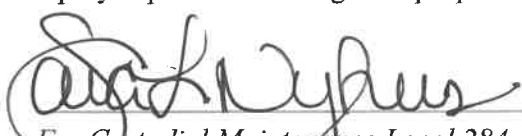
the District will extend up to a total of six (6) months or ninety (90) work days of unpaid leave, whatever is less, per twelve (12) month calendar period, upon the submission of a written leave request and approval by the School Board; and

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


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

The parties acknowledge this Memorandum concerning unpaid leave has intentionally not been incorporated into the 2024-2026 Master Agreement and that this Memorandum will sunset, in its entirety, upon June 30, 2026.


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

  
For Custodial Maintenance Local 284  
Representing Custodial and Grounds

Date: 10/30/24

  
For Independent School District 885

Date: 10-21-2024

  
For Custodial Maintenance Local 284  
Representing Custodial and Grounds

Date: 10-31-24

**ATTACHMENT NO. 2**

**MEMORANDUM OF UNDERSTANDING**

**Between  
School Service Employees Local No. 284  
Representing: Maintenance  
And  
Independent School District 885  
St. Michael-Albertville**

WHEREAS, the parties have a Master Agreement effective for July 1, 2024 to June 30, 2026;

WHEREAS, the parties have a shared interest in encouraging new employees to consider maintenance as a career path;

WHEREAS, the district continues to face an attenuated shortage in maintenance staffing;

THEREFORE, the parties agree that the district may offer a \$1,000.00 hiring stipend to new full-time maintenance employees subject to the following terms and conditions:

1. The employee must agree to work full time (40 hours per week) in the maintenance department;
2. The employee must not have been previously employed by the school district;
3. The employee will be paid \$500.00 within two payroll cycles following his or her six month anniversary from the start of employment; and
4. The employee will be paid an additional \$500.00 within two payroll cycles following the successful completion of the probationary period following the employee's one-year anniversary.
5. The employee must work a minimum of 90% of their work schedule during the initial year of employment to be eligible inclusive of use of any accrued vacation.
6. In the event the employee is paid a partial stipend and does not complete their one-year anniversary, the district may recover the stipend from the employee.
7. The employee becomes fully vested in the stipend upon completion of their one-year anniversary and meeting the 90% work threshold.

In addition, each new employee hired under this program will be assigned a mentor who will be eligible to receive a \$1,000.00 mentoring stipend as follows:

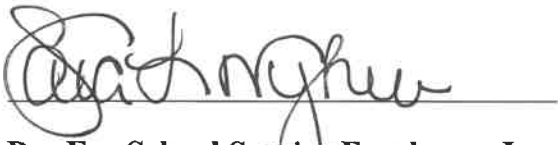
1. The mentor must have been permanently employed full-time for more than three (3) years;
2. Mentorship will be assigned in order of department seniority;
3. An eligible mentor may decline the mentorship opportunity with verbal notice to the Director of Buildings and Grounds;
4. Mentors will be available to assigned new hires to help answer questions and to act as a resource in helping the new hire succeed. Any time spent on mentorship will be paid in accordance with the employee's regular hourly rate and based on actual hours worked.
5. The mentor will be paid \$500.00 after the designated new hire completes six months of service and performs satisfactorily. These funds will be paid within two payroll periods following the six-month anniversary. Funds distributed to a mentor who meets the eligibility criteria will not

be recoverable by the district after distribution.

6. The mentor will be paid an additional \$500.00 after the designated new hire completes a one-year of service and passes the probationary period. These funds will be paid within two payroll periods following the one-year anniversary.
7. Mentorship opportunities will be offered on the basis of seniority and to everyone who is otherwise eligible before a second opportunity will be offered.

The parties agree that the maximum number of employees who can be administratively assigned to this pilot program is twenty (20). It is at the district's discretion whether to designate a new hire for this program.

This MOU will expire in its entirety upon expiration of the Master Contract on June 30, 2026.



**By: For School Service Employees Local No. 284**  
**Representing School Service Employees**

10/30/24  
Date



**By: For Independent School District 885**

10-21-2024  
Date

**ATTACHMENT NO. 3**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**School Service Employees Local No. 284**

**Representing: Maintenance**

**And**

**Independent School District 885**

**St. Michael-Albertville**

WHEREAS, the parties have a Master Agreement effective for July 1, 2024 to June 30, 2026;

WHEREAS, the union wishes to have the contract reflect new statutory requirements and the district acknowledges the statutory requirements but wishes to not embed new statutory language into permanent contractual language in the event the statutory language is amended or altered;

Therefore, the parties agree to an interim agreement memorializing these statutory requisites during the duration of this Agreement.

1. Union Orientation. The School District will provide the Union steward with the name and work location of each new employee when that employee begins work with the school district. The School District will also provide the union steward's name and work location to each new employee.
  - a. The District will allow a Union designated representative to meet in person with newly hired employees for thirty sixty (60) minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings.
  - b. All employees participating in these meetings will be in pay status. The District will provide at least ten days notice in advance of an orientation. Meetings may be held virtually or for longer than thirty sixty (60) minutes only by mutual agreement of the District and the Union.
2. Union Access. The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, consistent with the District's generally applicable technology use policies.

This Memorandum will expire in its entirety upon expiration of the Master Contract on June 30, 2026.

  
By: For School Service Employees Local No. 284  
Representing School Service Employees

10/30/24  
Date

  
By: For Independent School District 885

10-21-2024  
Date



## **ATTACHMENT NO. 4**

### **MEMORANDUM OF UNDERSTANDING**

**Between**

**Service Employees International Union  
Representing Custodial Maintenance**

**And**

**Independent School District 885  
St. Michael-Albertville**

WHEREAS, the school district is facing an uncertain labor environment at the start of the 2024-2025 school year that will like make it especially challenging to fill certain maintenance staff positions;


WHEREAS, our existing permanent maintenance staff have consistently been a helpful source of referrals in promoting employment opportunities with the school district;

THEREFORE, the parties agree it is in the best interest of the parties to pilot a referral incentive program for the duration of the Master Contract subject to the following terms and conditions.

1. Permanent maintenance staff, employed for 20 or more hours per week, may be eligible for a \$750.00 referral incentive through June 30, 2026;
2. Eligible maintenance staff may only receive one referral incentive pursuant to the terms of this MOU;
3. The person referred to the district must be employed in a permanent maintenance staff position at a 0.75 FTE or higher and have completed their probationary period. The referral incentive would be paid to the eligible maintenance staff member within 30 calendar days following the newly hired maintenance employee's completion of the probationary period.
4. The permanent staff member requesting the referral incentive must notify Human Resources in writing that they are making a referral at or before the referred employee's hire date.
5. Notice for the referral program submitted after an individual has already started employment are not eligible for the referral incentive.
6. The permanent staff member requesting the referral must be employed by the school district at the time of the distribution to be eligible.
7. In the event that two more more staff members refer to the same employee, the district will award the referral to the written notice that is received first. Only one (1) referral bonus may be paid per employee.
8. The maximum number of referrals that can be authorized pursuant to this agreement are five (5) and the district will expend no more than \$7500.00 for this program per collective bargaining contract.
9. This pilot program and Memorandum of Understanding will sunset, in its entirety, on June 30, 2026.
10. Eligible referrals made prior to the sunset date will be honored after this date pursuant to the terms of this agreement.



The undersigned acknowledge this document represents the complete agreement between the parties on this issue and there are no other agreements or oral representations with respect to this issue.

  
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**By: For School Service Employees Local No. 284**  
**Representing School Service Employees**

10/30/24  
Date

  
\_\_\_\_\_

**By: For Independent School District 885**

10-21-2024  
Date