MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 77
MANKATO, MINNESOTA

and

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
Custodial and Maintenance

Effective for the Period:
July 1, 2024 through June 30, 2026

Approved on June 3, 2024

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MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 77

and

MINNESOSOTA SCHOOL EMPLOYEES ASSOCIATION
Custodial and Maintenance

ARTICLE I
PURPOSE

Section 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 77, Mankato, Minnesota, hereinafter referred to as the School Board, and the Minnesota School Employees Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. of 1971, provides the terms and conditions of employment for maintenance and custodial employees during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, the School Board recognizes the Minnesota School Employees Association as the exclusive representative for custodial and maintenance employees of the School Board of Independent School District No. 77, which exclusive representative shall have those rights and duties as described by P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all maintenance and custodial employees of Independent School District No. 77, Mankato, Minnesota, who are employed for more than fourteen (14) hours per week and for more than sixty-seven (67) work days per year, including those on leave of absence who are guaranteed a position upon their return, excluding supervisory employees and confidential employees who devote more than 50% of their time to administrative or supervisory duties, and all other employees excluded by the P.E.L.R.A. of 1971.

In the event that the employer and the exclusive representative are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation there for including fringe benefits except retirement

contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Definition of Full-time Custodial-Maintenance Employee: For the purpose of this Agreement, a full-time employee shall be defined as a custodial-maintenance employee whose work assignment is thirty (30) hours per week or more for nine (9) consecutive months or more in the contract year.

Section 3. Definition of Head Custodian and District-wide Maintenance Positions: For the purposes of this Agreement, "Head Custodian" is the working title for positions in the classifications of Custodian Engineer and Custodian in Charge of Building, and "District-wide Maintenance" is the working title for positions in the classification of Painter, Carpenter, and District Maintenance.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 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, direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to manage and conduct efficiently 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.

Section 3. Effective 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. All provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved herein, and all management rights and managerial functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her 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.

Section 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 the right by secret ballot to designate an exclusive representative for the purposes of negotiating grievance procedures and the conditions of employment for employees of such unit with the School Board.

Section 3 Payroll Deductions: Pursuant to Minn. Stat. $179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Subd 1. Employers must commence deductions 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. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section 179A.13, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

Subd 2. Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than thirty (30) days following the end of each payroll period.

Subd 3. Bargaining unit information. Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contact information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: 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 public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd 4. Every 120 calendar days, a public employer must provide to an exclusive representative in an Excel file or similar format agreed to by the exclusive representative 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 public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd 5. A public employer 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.

Subd. 6. The School District will also provide up to thirty (30) minutes of paid time to the Union to meet with the new employee.

Section 4. Personnel Files: All evaluations and files generated within the School District relating to each assistant employee shall be available during regular school business hours to each individual assistant employee upon twenty-four (24) hours notice. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. The School District may destroy such files as provided by law.

Section 5. Job Descriptions: Upon initial employment by the District, each employee will be provided the general job description for his/her job classification.

Section 6. Notification of Tentative Assignment: The District shall notify each member of the bargaining unit, by August 15 of each year, of his/her tentative assignment for the next school year. The Notice of Tentative Assignment shall include the employee's name, assignment (position title, standard workday, and building), and effective date.

ARTICLE VI
CLASSIFICATION AND WAGES

Section 1. Salary Schedules: The wage and classification schedules for 2024-25 and 2025-26 are attached as part of this Agreement as Appendix A and Appendix B, respectively.

Section 2. Salary Increases:

Subd. 1. Employees governed by this Agreement will not make individual requests for wage adjustments other than during the annual contract review. This does not cover promotions, transfers, demotions, or added duties which shall be governed by the School Board.

Subd. 2. Salary increases are not automatic, but effective only upon affirmative action of the School Board. Step advancements are made only on July 1. Except as provided in Section 4, Subd. 4, to qualify for step advancement, a new employee must have completed six (6) months of employment by July 1.

Section 3. Salary Schedule Placement:

Subd. 1. Employees who move up in classification shall remain at the same step on the salary schedule.

Subd. 2. Newly hired or promoted employees with special skills or experience may be placed at any step of the wage scale up to and including step 3. Newly hired employees who were placed under step 3 at the time of hire may ask the District to evaluate their performance to be advanced to step 3 by the District within one year of hire if their performance warrants at the sole discretion of the District.

Subd. 3: An employee who leaves the service of District 77 and returns within 12-calendar months will be rehired at the Step they left, though their seniority for other purposes will be reset.

Section 4. Higher Classification Adjustment: During the time an employee is temporarily assigned for

two (2) consecutive days or more to a different position by the Director of Buildings and Grounds, that employee shall be paid based on his/her placement on the salary schedule on the same step for that position unless such a change would result in an hourly rate that is less than the employee receives for his/her regular assignment.

Section 5. Overlapping Shift Schedules: When an employee's shift is scheduled to overlap between day, evening, or night shifts, the rate of pay shall be based on the shift where the majority of hours are scheduled. For purposes of this section, the day shift ends at 3:30 p.m., the evening shift ends at 11:30 p.m. and the night shift ends at 7:00 a.m.

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.

Section 2. Health Insurance:

The District will contribute a sum not to exceed the amounts listed in the table below for each eligible employee who qualifies for and is enrolled in the group health insurance plan.

Coverage	12-Month Employees 2024-25	Less than 12 Months 2024-25	12-Month Employees 2025-26	Less than 12 Months 2025-26
Single	$979.58/mo $11,754.96/yr	$881.61/mo $10,579.32/yr	**	**
Family	$2,325.65/mo $27,907.80/yr	$1,808.59/mo $21,703.08/yr	**	**

**The amount of the increase shall be the 2024-25 district contribution increased by the same percentage increase as the actual premium increase for the 2025-26 up to a maximum of 6%.

The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

Consumer-Driven Health Plans with Health Savings Account (HSA): For eligible employees who choose a consumer-drive health plan with HSA, a health savings account will be established. If the district contribution toward the monthly premium is higher than the actual premium cost, the difference will be paid into the employee's health savings account on a monthly basis.

The District shall contribute an additional sum not to exceed the following amounts that shall be paid into the employee's health savings account on July 1 in each contract year.

- The District shall contribute a sum of $1,300.00 into the HSA on July 1, 2024 for employees who are enrolled in a consumer-driven health plan with an HSA.

- The District shall contribute a sum of $1,625.00 into the HSA on July 1, 2025 for employees who are enrolled in a consumer-driven health plan with an HSA.

For employees hired after July 1, the initial annual HSA contribution paid into the employee's health savings account shall be prorated on a monthly basis after a ninety (90) day waiting period in their first twelve months of employment. For example, an employee whose hire date is in September, will be eligible to receive their initial annual HSA contribution beginning in December, and it will be seven-twelfths (7/12) of the annual amount. Similarly, an employee hired in May will be eligible to receive their initial annual HSA contribution in August, and it will be eleven-twelfths (11/12) of the annual amount.

For employees who change health plans and enroll mid-year into a consumer-driven health plan with HSA, the initial District contribution into the employee's health savings account shall be prorated on a monthly basis for that contract year through June.

Eligibility and provisions of the health savings account are subject to IRS rules.

Section 3. Disability Insurance: The District shall provide a long-term disability insurance program and shall pay the premium for each eligible employee. Benefits provided by the long-term disability plan are governed by the terms of the policy, including two-thirds (2/3) of the employee's regular base salary, excluding any extra compensation after a total waiting period of ninety (90) calendar days.

Section 4. Life Insurance: The school district shall provide a group life insurance program and shall pay the premium for $50,000 of coverage, with a double indemnity feature, for each eligible employee who enrolls in the plan.

Section 5. Workers' Compensation Insurance: Workers'' compensation insurance, as required under the Workmen's Compensation Act of the State of Minnesota, is carried by the school district. This insurance covers injuries that occur while the employee is performing services in connection with his/her employment by the school district.

Subd. 1. Upon the request of an employee who is absent from work because of disability resulting from a compensable injury under the provisions of the Workmen's Compensation Act, the school district will pay, as an allowance for sick leave or vacation leave, the difference between the amount of the compensation paid to the employee by the insurance carrier and the amount of the employee's regular rate of pay. Provided, however, that in no event shall the payments made to the employee by the school district by virtue of the allowance for sick leave or vacation leave, when added to the amounts received from the insurance carrier, exceed the total daily, weekly or monthly salary or wage of the employee at the employee's regular rate of pay.

Provided, further, that in no event shall the total payments by the school district exceed the amount of accrued sick leave and/or vacation leave to which the employee is entitled, calculated in the manner set forth below in Subd. 2 of this section.

Subd. 2. To ascertain the amount of the allowance for sick leave or vacation leave which is utilized to cover the payments by the school district to the employee, such payments shall be calculated on a basis of fractional days or fractional weeks or fractional months with the numerator of the fraction, in each case, being the amount paid by the school district (as provided in Subd. 1 above), and the

denominator of the fraction being the amount of the employee's regular salary or wage for the period involved. For example, if the employee's regular daily rate of pay is $20 and the compensation paid by the insurance carrier is $12 and the amount paid by the school district is $8, then the payment of the said sum of $8 shall constitute 8/20, or 2/5 of a day's pay.

Section 6. Eligibility and Duration of Insurance Contribution: An employee is eligible for participation in insurance programs and Board contributions as provided in this Article as long as that employee is employed by the school district and is a full-time employee as defined in Article III, Section 2. Upon termination of employment or limitation of employment to less than full-time employment status, all insurance participation and Board contributions shall cease, effective on the last working day as a full-time employee, except as provided in Section 7 of this Article.

Section 7. Insurance for Retirees: An employee who retires at the age of fifty-five (55) or older and has achieved fifteen (15) years of continuous service with the District shall remain eligible for the District's contribution toward single coverage in the amount in effect at the time of retirement. An employee who desires family coverage will be billed on a monthly basis by the District. This contribution by the District shall continue until the employee becomes eligible for Medicare.

Section 8. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that 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 the insurance carrier.

Section 9. Dental Insurance:

Subd. 1. Single Coverage: Effective July 1, 2024, and continuing through June 30, 2026, subject to the conditions described herein, the School District will contribute an amount not to exceed $29.63 per month toward the cost of the premium for dental insurance coverage for each employee who qualifies for and is enrolled in the dental plan, and who selects single coverage.

Subd. 2. Dependent Coverage: Effective July 1, 2024, and continuing through June 30, 2026, subject to the conditions described herein, the School District will contribute an amount not to exceed $57.81 per month toward the cost of the premium for dental insurance coverage for each employee who qualifies for and is enrolled in the dental plan, and who selects dependent coverage.

Subd. 3. Employee Contribution: The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

ARTICLE VIII
WELLNESS BENEFIT

Section 1. Eligibility: A full-time employee who has been employed by the School Board for five (5) consecutive years in a full-time position covered by this Agreement shall be eligible to begin accruing wellness credits as defined in Section 2.

Section 2. Wellness Credit Accrual:

Subd. 1. Initial Credit: Each full-time employee who has been employed by the School Board for at least five (5) consecutive years in a full-time position covered by this Agreement shall be credited with

a number of wellness credits equal to the number of hours of unused sick leave he or she has accumulated, up to a maximum credit of one thousand four hundred and forty (1,440) hours.

Subd. 2. Annual Accrual: At the beginning of each fiscal year, each employee who has satisfied the eligibility criteria set forth in Section 1 shall be credited with an additional number of wellness credits equal to the number of sick leave hours he/she can accrue during a fiscal year. During the fiscal year, that number shall be reduced by subtracting one (1) wellness credit for each hour of sick leave used. In no event, however, shall the number of wellness credits subtracted during a fiscal year exceed the number of sick leave hours that can be accrued by an employee during a fiscal year. Once an employee has satisfied the eligibility criteria set forth in Section 1, this process of accruing wellness credits shall continue during each year of employment in the School District in a full-time position covered by this Agreement, with no limit on the number of wellness credits that can be accrued.

Section 3. Wellness Benefits:

Subd. 1. Eligibility: An employee who is at least fifty-five (55) years of age and who has satisfied the eligibility criteria set forth in Section 1, shall be eligible to receive a wellness benefit upon submission of a written resignation accepted by the School Board, or upon the completion of five (5) years status on unrequested leave of absence. A wellness benefit shall not be granted to any employee who is discharged by the School Board.

Subd. 2. Amount: The amount of the wellness benefit an employee is eligible to receive shall be determined by multiplying the number of wellness credits he or she has by eleven dollars ($11.00). In no event, however, shall an employee with less than 30 years of service receive a wellness benefit in excess of seven thousand five hundred dollars ($7,500). In no event, however, shall an employee with at least 30 years of service receive a wellness benefit in excess of ten thousand dollars ($10,000).

Subd. 3. Payment: The wellness benefit shall be paid by the School Board on behalf of the employee to the Health Care Savings Plan administered by the Minnesota State Retirement System in one (1) installment on either the January or July payroll, whichever occurs soonest following the effective date of the employee's resignation. Wellness benefits shall not be granted to any employee who is discharged for cause by the School District.

ARTICLE IX
403(b) MATCHING PROGRAM

Section 1. Eligibility: The District's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee, who works 20 hours per week or more for at least nine months, when he/she has completed one (1) year of employment in a position covered by the Master Agreement. Employees may contribute to a qualified 403(b) tax deferred annuity on their own prior to becoming eligible for the District's match.

Section 2. Amount: The District shall contribute one dollar ($1) for each one dollar ($1) that the employee contributes to a 403(b) plan, up to a maximum annual contribution of $1,100.00 per employee for the 2024-25 school year, and $1,200.00 per employee for the 2025-26 school year. The District's contribution shall be prorated for those employees who work less than 40 hours per week.

Section 3. Enrollment: An eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office at least (30) thirty days prior to July 1.

Section 4. Renewal: Once an employee has initiated the District match, his/her participation will continue at the same level unless he/she notifies the District in writing of a change. Changes in an

employee's level of participation shall be allowed only at the start of a fiscal year (July 1) and shall then continue in effect for that fiscal year.

ARTICLE X
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees shall earn sick leave at the rate of one (1) hour of sick leave for every eighteen (18) hours worked in the employ of the school district.

Sick Leave is Earned Sick and Safe Time for employees, and may be used for any reason allowable under Earned Sick and Safe Time laws.

For purposes of this Article, a workday shall be equal to the number of hours an employee is regularly scheduled to work. For example, a workday for an employee who is regularly scheduled to work four (4) hours per day is equal to four (4) hours.

Subd. 2. Unused sick leave may accumulate to a maximum of one hundred eighty (180) workdays per employee. For example, an employee whose workday is 8 hours may accumulate a maximum of one thousand four hundred and forty hours (1,440) of sick leave.

Subd. 3. Sick leave shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

Subd. 4. The School board may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination of the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. A leave of absence shall be granted for health reasons, if recommended by the attending physician in writing and approved by the administration and the School Board.

Subd. 7. Up to two (2) workdays per year of accumulated sick leave may be used to care for dependent children who are sick. In addition, MN Statute 181.9413 provides that an employee who has been employed for twelve months may use sick leave for absences due to an illness of or injury to the employee's dependent child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms the employee is able to use sick leave for the employee's own illness or injury.

Subd. 8. A full-time employee who uses no more than one (1) day of sick leave during a year (July 1 through June 30) may request in writing that one (1) day of unused sick leave be converted to one (1) day of vacation leave. Such a request must be submitted no later than July 31st, and the additional day of vacation leave must be used by the following June 30th.

Subd. 9. Family Members. Sick leave may be used for care of immediate family that includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, step-parent, and close family that includes grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, partner, and any other person residing in the same household as the employee or

who clearly stands in the same relationship with the employee for at least six (6) months on the same terms the employee is able to use sick leave for the employee's own illness or injury per Minnesota statute or federal law.

Section 2. Emergency Leave: An employee shall be granted emergency leave as follows:

Subd. 1. Up to five (5) workdays per year with full salary shall be granted in case of absence because of serious illness or death in the employee's immediate family.

If these five (5) work days are used because of a death in the immediate family, and a second death occurs in the same year of the employee's parent, spouse, or child, the employee shall be granted an additional five (5) work days paid leave.

For purposes of this subdivision, the employee's immediate family shall consist of the employee's spouse, parents, children, and siblings; the spouses of the employee's children; and the parents of the employee's spouse.

Subd. 2. Up to two (2) workdays per year of the allowance provided in Subd. 1 will be granted an employee for the death or serious illness of any other person the employee defines as a member of his/her family.

Subd. 3. A request for additional leave may be presented to the Superintendent who shall have authority to grant additional paid or unpaid leave if, in his/her judgment, such a request is valid.

Subd. 4. If any employee wishes to avail himself/herself of the provisions, he/she must present a Leave Request Form to both his/her supervisor and the Director of Human Resources not later than the day following his/her return to work.

Section 3. Personal Leave: Two (2) workdays per year may be granted an employee for the employee's personal business. At the start of the fiscal year, three (3) workdays per year may be granted an employee for the employee's personal business, if the employee has completed at least nine (9) years of service. Personal leave of less than one (1) hour shall not be allowed. Personal leave may be used, at no loss of pay, for any purpose at the discretion of the employee. An employee planning to use personal leave shall notify his/her immediate supervisor as early as possible, but in any event at least twenty-four (24) hours in advance, except in cases of an emergency. No more than one (1) employee shall be absent from a given building on any given day pursuant to this subdivision. The District may, in its discretion, make exceptions to the maximum number of employees out of the building depending upon the circumstances. The District shall not be required to grant personal leave for the day before or after any holiday or break in the school year. For less than 12-month employees, the District shall not be required to grant personal leave during the first ten (10) days of the duty year nor during the last ten (10) days of the duty year. The District's decision to grant personal leave to more than one (1) employee on the same day in the same building, or to grant personal leave on any of the days cited previously shall not be construed as establishing a past practice or prejudice the District's right to enforce such limitations at its discretion. Personal leave shall be prorated for employees who are not employed for their entire regular work year.

At the end of each fiscal year, three (3) days of unused personal leave may be carried over to the following fiscal year, not to exceed a maximum accumulation of five (5) personal leave days in a fiscal year.

Section 4. Jury Duty: An employee who is called for jury duty or subpoenaed to give testimony before judicial tribunal, arbitration, negotiation or mediation proceedings, shall be compensated for the difference between the employee's regular salary and the pay received for such appearance for the period

of time he/she is away from his/her employment assignment. The employee must present a copy of the subpoena to the office of the Director of Human Resources to receive compensation for the period he/she is absent from employment.

Section 5. Donation of Personal Leave or Vacation Day:

1. A member of the Association may elect to donate one (1) or more of his/her accumulated personal leave days or vacation leave days to another District employee who has exhausted his or her accumulated sick leave.

2. A member of the Association shall notify the Business Office in writing of his/her intent to donate one (1) or more days of accumulated personal leave days or vacation leave days to another District employee. This notice shall include the number of days to be donated and the name of the employee to whom they are to be credited.

3. The day(s) donated shall be based on the donor's full-time equivalent (FTE) assignment and will be credited as such to the donee's sick leave.

   Example: A day donated by an 8-hour per day custodian would be considered 1.0 FTE and would be equal to a 1.0 FTE day for the donee.

4. Days donated shall constitute the use of those days. Such days shall be subtracted from the donor's total accumulated personal leave days or vacation leave days for that school year. Such days shall not be eligible for payment at the end of the school year or for carry over to the next school year.

Section 6. Family and Medical Leave: Employees may apply for family and medical leave under the Family and Medical Leave Act and in accordance with School Board Policy 410.

Section 7. School Conference and Activities Leave: Employees are allowed to take unpaid leave to attend their child's school conferences or school-related activities in accordance with M.S. 181.9412. Vacation or personal leave may be substituted for unpaid leave.

ARTICLE XI
CHILD CARE LEAVE

Section 1. Birth or Adoption: Acting on a written request submitted by an employee, childcare leave, without pay or fringe benefits, may be granted by the District to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child.

Section 2. Commencement and Duration:

Subd. 1. Childcare leave shall commence on a date to be agreed upon between the District and the employee. In no event, however, shall the District be required to grant childcare leave that commences more than twelve (12) calendar months following the birth or home placement of a child.

Subd. 2. In making a determination concerning the duration of childcare leave, the District shall not be required to:

1. Grant any leave more than twelve (12) calendar months in duration.

2. Permit the employee to return to employment prior to the date designated in the leave approval.

Subd. 3. Upon the written request of the employee, the District, at its discretion, may extend the employee's childcare leave.

Section 3. **Reinstatement**: Upon returning to work on the date provided in the leave approval, or on the date subsequently agreed to by the District and the employee, the employee shall be reinstated to his/her original job, or to a position of like status and pay.

Section 4. **Effect of Leave**: The continuing contract shall remain in effect and the employee's seniority shall not be affected by the childcare leave. The employee shall retain any accrued benefits he/she had earned prior to taking childcare leave.

Section 5. Insurance Coverage: At the expense of the employee and at no cost to the District, the District shall continue to make insurance coverage under this Agreement available to an employee and any dependents while the employee is on child care leave.

Section 6. Eligibility: The benefits outlined in this Article shall be available to regular full-time employees and to regular part-time employees who are covered by this Agreement.

ARTICLE XII
WORKDAY

Section 1. Workday:

Subd. 1. The workday for an employee shall be equal to the number of hours, exclusive of a meal period, he/she is regularly scheduled to work. For example, the workday for an employee who is regularly scheduled to work six (6) hours per day shall be equal to six (6) hours.

Subd. 2. The specific work hours for each employee, as assigned by the District, may vary according to the needs of the maintenance/custodial program of the school district and individual buildings. Split shifts may be assigned with the consent of the employee. The normal work shift, exclusive of a meal period, is eight (8) hours.

Subd. 3. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift.

Section 2. Overtime:

Subd. 1. Except for hours worked under Subd. 2 and Subd. 3, all hours worked, which includes paid time off including holidays, in excess of forty (40) hours in a week (Sunday through Saturday), shall be considered to be overtime and shall be compensated at the rate of one and one-half times the employee's regular hourly rate. All hours worked on a holiday (as defined in Article XIII herein) and on Sunday shall be compensated at the rate of two times the employee's regular hourly rate.

Subd. 2. Any hours worked outside of an employee's assigned shift to provide custodial services for business for profit groups shall be compensated at the rate of two times the employee's regular hourly rate.

Subd. 3. If a custodial or maintenance employee is called in to work outside of his/her assigned shift, he/she shall receive reimbursement for a minimum of two (2) hours. This shall include regular

building checks at a minimum of two (2) hours per building assigned.

Section 3. Emergency Closing: In the event that schools and offices are closed for an emergency, and custodial/maintenance employees are required to perform services, an employee's compensation will be adjusted as follows:

1. For hours worked when all schools and offices are closed for an emergency and custodial/maintenance employees are required to work, an employee shall be compensated at a rate equal to one and one-half times his/her regular hourly rate. For purposes of this section, hours worked shall be defined as all hours on any shift starting on a day of school closing.

2. All custodial/maintenance employees are expected to report to work when there is an emergency closing. If an employee is unable to report to work, the hours not worked will be without pay. The employee may make up the time missed provided the time is worked within the same pay period as the emergency closing and the schedule for making up the time has been approved by the Director of Buildings and Grounds. Such time will be paid at the employee's regular hourly rate of pay.

3. Employees who are absent due to illness, vacation, personal or other types of leave on a day that schools are closed shall not be eligible for emergency closing pay.

Section 4. Less-Than-12-Month Custodians' Contract Year: The contract year for less-than-12-month custodians who work eight (8) hours per day will be one hundred ninety six (196) days as follows: One hundred eighty (180) days during the school year, eight (8) holidays, and eight (8) other days to be divided between the start of the school year and the end of the school year as determined by the Building Principal in consultation with the Head Custodian and the Director of Buildings and Grounds, and giving tentative notice of such distribution to affected employees by the end of the school year.

The contract year for less than 12-month custodians who work four (4) hours per day will be one hundred eighty-eight (188) days as follows: 180 days during the school year and 8 holidays.

Section 5. Snow Removal:

Subd. 1. Snow removal work that is performed outside of an employee's regularly schedule work day will be paid at the double-time rate provided the employee works their regularly scheduled shift that day in addition to plowing. As per past practice, employees removing snow outside their regular hours will continue to be offered the opportunity to work their regularly scheduled shift.

Subd. 2. In the event an employee chooses not work their full regularly scheduled shift in addition to snow removal work (e.g. comes in to plow for 4 hours, works their regular shift for 4 hours, and then leaves), they will be paid straight time (plus the appropriate premium) for the eight hours.

Subd. 3. In the event an employee reports for snow removal work then takes sick or personal time that day, the employee will receive the appropriate number of sick or personal hours to fill an 8-hour day rather than receive 8 hours of leave plus the snow removal hours.

Subd. 4. Snow removal work that is performed on a Saturday or Sunday outside of an employee's regularly scheduled work day will be paid at the double-time rate.

ARTICLE XIII
HOLIDAYS

Section 1. Paid Holidays: Regular employees working before and after the following holidays will receive these days off with pay:

New Year's Eve Day	Independence Day	Native American Heritage Day*
New Year's Day	Labor Day	Christmas Eve Day
Good Friday	Thanksgiving Day	Christmas Day
Memorial Day	Juneteenth	

*(*Native American Heritage Day = Day after Thanksgiving)*

Section 2. Weekends and Vacations:

Subd. 1. Weekends: If any of these holidays fall on Saturday or Sunday, another day off shall be given as determined by the administration.

Subd. 2. Vacations: If a holiday falls within an employee's vacation period or regular time off, he/she shall receive an additional day of vacation.

Section 3. Less-Than-12-Month Employees: Less-than 12-month employees will receive the following holidays:

Good Friday	Labor Day	Native American Heritage Day*
Memorial Day	Thanksgiving Day	Christmas Eve
Christmas Day	New Year's Day	

Subd. 1. Juneteenth: Less-than-12-month employees who are scheduled to work during the week of Juneteenth will receive the day off with pay.

Subd. 2. Independence Day: Less-than-12-month employees who are scheduled to work during the week of Independence Day will receive the day off with pay.

Section 4. Application: In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions.

ARTICLE XIV
VACATION

Section 1. Eligibility:

Subd. 1. All twelve (12) months per year employees shall accrue vacation leave at the following rates:

Beginning in their starting year through their 4th year:	10 days
Beginning in an employee's 5th year:	15 days
Beginning in an employee's 13th year:	20 days
Beginning in an employee's 21st year:	25 days

An employee shall move to the next level of accrual on July 1 following the completion of four (4) years, twelve (12) years, twenty (20) years.

For purposes of this subdivision, a year of service shall be a minimum of six (6) months of employment. For example, an employee hired on or before December 31, 2005, will be eligible to accrue 15 days of vacation leave on July 1, 2010. An employee hired after December 31, 2005, will be eligible to accrue 15 days of vacation leave on July 1, 2011.

Subd. 2. Vacation leave for twelve-month employees is earned on a monthly accrual basis. Vacation leave may be used during the year in which it is earned, but not to exceed accrued days. Vacation leave accrued during a contract year must be used before the end of the following contract year.

Subd. 3. If a holiday falls in the vacation period, the holiday shall not count as a day of vacation for twelve-month employees.

Section 2. Approval:

Subd. 1. Requests for vacation leave shall be submitted for approval to the employee's immediate supervisor and to the office of the Director of Human Resources. All requests for vacation leave shall be submitted sufficiently in advance so that work assignments can be adequately covered by other personnel.

Section 3. Scheduling: The scheduling of vacation leave for custodial and maintenance staff shall be subject to the following conditions:

Subd. 1. The District may limit the number of custodial or maintenance staff within a building and/or the number of custodial or maintenance staff within the District who are granted vacation leave on the same day.

Subd. 2. An employee may request vacation leave during the regular school year in excess of the amounts provided in Subd. 1 and/or Subd. 2 by submitting such a request to his/her building Principal at least thirty (30) calendar days prior to the date on which the leave is to commence. The building Principal shall consult with the building's Head Custodian and the Director of Buildings and Grounds before issuing a decision on an employee's request. The decision regarding such a request shall not be grievable nor subject to arbitration.

Section 4. Effect of Leave: Vacation leave will not accrue while an employee is on unpaid leave when the absence is more than one (1) consecutive month.

Section 5. Transfer:

Subd. 1. A full-time, less-than-12-month employee who transfers to a full-time, 12-month position shall be granted vacation leave commensurate with years of service as determined by granting one (1) year of service for each year of full-time employment.

Subd. 2. A part-time employee who transfers to a full-time, 12-month position shall be granted vacation leave commensurate with years of service as determined by granting one (1) year of service for every two (2) years of part-time employment.

Subd. 3. For purposes of this section, only consecutive years of employment immediately preceding the date of transfer shall be considered; time employed as a substitute shall not count for any purpose, including time toward consecutive years of employment; and in no event shall the number of years of service granted exceed seven (7).

ARTICLE XV
LAY OFF

Section 1. Procedure: In the event of reduction in force, maintenance-custodial personnel shall be terminated pursuant to the provisions of this Article.

Section 2. Seniority: For the purpose of this Article, all maintenance-custodial personnel shall have seniority commensurate with their total continuous years of service in the school district, subject to the following:

Subd. 1. When an employee moves to a different classification, seniority within the new classification will start on the date cited as the effective date of the assignment in the minutes of the Board meeting during which the change in assignment was approved. In the event that two or more employees have the same seniority date within a classification, the employee who has been employed by the District for the longest continuous period of time shall be most senior. The employee's seniority date in the old classification will not change, and the employee shall maintain seniority within that classification.

Subd. 2. For the purposes of this Article, the following classifications shall exist:

Classification 1:	Less than full-time Custodian (Article III, Section 2)
Classification 2:	Full-time Custodian
Classification 3:	Custodian Engineer
Classification 4:	Custodian in Charge of Building
Classification 5:	Painter
Classification 6:	District Maintenance
Classification 7:	Assistant Building Engineer
Classification 8:	Carpenter
Classification 9:	Head Building Engineer
Classification 10:	Master Electrician
Classification 11:	Lead Grounds Keeper
Classification 12:	Summer Crew Supervisor
Classification 13:	Custodian – Lead Evening

Section 3. Lay Off and Recall: The selection of maintenance-custodial personnel for lay off shall be made in reverse order of seniority within classification as defined in Article XIV, Section 2, Subd. 2. An employee so affected may transfer into a lower pay rate classification if the following criteria are met:

Subd. 1. The employee must have seniority over any employee within that classification who would be displaced by the transfer.

Subd. 2. The employee must have the ability to perform the duties assigned.

Subd. 3. The termination of the employee proposing to make the transfer into the lower pay rate classification is for reasons other than cause.

Section 4. Lay Off Application: An employee on lay off shall retain seniority and right to recall within classification in seniority order for a period of two (2) years after date of lay off.

Section 5. Termination of Seniority: Seniority rights shall terminate upon resignation or termination of an employee pursuant to the Agreement or after twenty-four (24) consecutive months of lay off.

ARTICLE XVI
DISCIPLINE, DISCHARGE, PROBATIONARY PERIOD, TERMINATION, RESIGNATION

Section 1. Probationary Period: An employee under the provisions of this Agreement shall have a probationary period of twelve (12) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge, or other-wise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) calendar days in any such new classification. During this sixty (60) days probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, or if the employee elects to return to the prior classification and a position is available, the school district shall have the right to reassign the employee to his/her former classification.

Section 3. Disciplinary Action: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. Under the following circumstances the employer may discharge an employee immediately for dishonesty, misappropriation of school or employee property, the use of intoxicating beverages or unauthorized drugs on school property, reporting to work while under the influence of intoxicating beverages or drugs, or participating in the transaction of these beverages and/or drugs on school property.

The employer may take disciplinary action up to and including discharge of an employee after one written warning, a copy of which is sent to the Association, for repeated violation of any of the following rules:

a. Unapproved absences and leave
b. Insubordination
c. Failure to obey safety rules and practices
d. Misconduct
e. Contract violations
f. Failure to meet work standards
g. Violation of employee work rules

An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

Section 4. Resignation: Employees electing to resign shall be required to give the employer two (2) weeks notice and shall continue in the employer's service during this two weeks period with the exception that the employee may leave earlier with the consent of the employer. Failure to give such notice shall result in the loss of any vacation benefits with the employee might otherwise be entitled to.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. Definitions of Terms and Interpretations:

Subd. 1. Grievance: A "grievance" shall mean an allegation by an employee as to the interpretation

or application of any term or terms of any contract required by the P.E.L.R.A. of 1971 between Independent School District No. 77 and the authorized representative. A "grievance" relating to a policy of the school district will be carried through level three of this procedure.

Subd. 2. Aggrieved: Any person or group of persons within the appropriate unit having a grievance.

Subd. 3. Administrative Supervisor: The immediate supervisor to whom the aggrieved is responsible.

Subd. 4. Grievance Committee: The committee appointed by the exclusive representative.

Subd. 5. Disposed: A settlement of a grievance, to the satisfaction of both parties, which has been reduced to writing.

Subd. 6. Extension: Time limits specified in this procedure may be extended by mutual agreement.
Subd. 7. 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 by state law.

Subd. 8. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 9. Filing and Postmark: The filing or services of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time-period.

Section 2. Representative: The aggrieved, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Informal Discussion: In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they shall first discuss the alleged grievance with his/her or their administrative supervisor, either privately or accompanied by a representative of the grievance committee, without having reduced the grievance to writing.

Section 4. Time Limitations and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 5. Adjustment of Grievance: The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

Subd. 1. Level I: The aggrieved shall file a grievance, in the form herein provided, with his/her administrative supervisor, within twenty (20) days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level I. If a grievance is so appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within fifteen (15) 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.

Subd. 3. Level III: In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level II. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) 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 of the Board may be designated by the Board to hear the appeal at this level, and to report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notifies the parties of its intention within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the Board automatically advances the grievance to Level III.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

Section 8. Level II Initiation: A grievance that affects a group of members of the exclusive representative involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

Section 9. Arbitration Procedures: In the event that the aggrieved and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, 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 within ten (10) working days request the Bureau of Mediation Services to supply them with a panel of arbitrators. The arbitrator shall be selected by the strike-off method as provide by P.E.L.R.A. Failure to agree upon an arbitrator and the subsequent failure to request a panel of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer

testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in the P.E.L.R.A. of 1971.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in 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 arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct their operations within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies: 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.

ARTICLE XVIII
VACANCIES

Section 1. Notice of Vacancies: Notice of all permanent vacancies will be provided at least ten (10) calendar days in advance of filling such vacancies. Notice shall be e-mailed to each head custodian. Each head custodian shall be responsible to post the vacancy notice in the building custodians' office. A copy of the notice shall be e-mailed to the Association for its file. In addition, each notice shall be posted on the employees' bulletin board and listed on the District's website at www.isd77.org.

Section 2. Application for Vacancies: All employees under this Agreement may submit application, in writing, for any vacancy which is posted pursuant to this Article.

ARTICLE XIX
GENERAL PROVISIONS

Section 1. Representation: An employee elected or selected by the Association to attend Association meetings, conferences and/or seminars shall be granted a leave, up to three (3) days without pay, for such purposes.

Section 2. Association Meetings: Association meetings may be held at any time and location so long as the meeting does not interfere with ordinary building operations and members are not attending during active shifts without taking leave to do so.

Section 3. Association Leave: Each year, the Association will be credited with four (4) days of Association leave, non-accumulative, with pay, to be used by persons who are officers or agents of the exclusive representative.

Section 4. Nondiscrimination Policy: The employer and the exclusive representative mutually agree that there shall be no discrimination in employment or personnel practices because of Association membership or non-membership, race, color, religion, national origin, sex, marital status, status with regard to public assistance, or disability in accordance with state and federal statutes.

Section 5. Safety Equipment Reimbursement: Employees will be reimbursed up to $300.00 per year for the purchase of personal protective equipment that is necessary for their job and that qualifies under rules for use of Health and Safety funding. Examples are steel toe shoes and non-slip shoes. Employees will be reimbursed up to $500.00 per every two (2) years for the purchase of prescription safety eyewear that qualifies under rules for use of Health and Safety funding. Receipts must be submitted to the Director of Facilities for reimbursement.

Section 6. Preferred Substitute Work Opportunities: Employees will be eligible to sign up to be a preferred substitute for opportunities outside of their regular work shift (e.g., during the day for an employee working the evening shift or during the evening for an employee working the day shift).

Subd. 1. Preferred substitutes will be offered the opportunity to work only after the District is unable to hire another substitute.

Subd. 2. Preferred substitute work will first be offered to staff assigned to that building before being offered to other interested employees in the district.

Subd. 3. Preferred substitute work thereafter will be offered in seniority order on a rotating basis to equalize earning opportunities across the pool of interested employees.

Subd. 4. Employees will only be paid at time-and-one-half for any time that exceeds 40 hours in a work week, per Section 2. Overtime: Subd. 1.

Subd. 5. For the purpose of this article, preferred substitute work is exempt from Section 2, Subd 3 which requires an employee to be paid for a minimum of 2 hours if called into work outside of their regular assigned shift.

ARTICLE XX
DURATION

Section 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 modification are made pursuant to law. If either party desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the maintenance and custodial personnel of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, unless mutually agreed to by both parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

ARTICLE XXI
DOCUMENT AUTHORIZATION

In witness thereof the parties hereto caused this Agreement to be signed by their respective officers and their corporate seals, if any, to be placed hereon.

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION - Custodial and Maintenance

President

Negotiations Representative

8/16/24

Date

SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 77

Chairperson

Clerk

8/19/24

Date

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

Classification and Salary Schedule
MSEA – Custodial and Maintenance Employees

APPENDIX A
Effective for the period from July 1, 2024 through June 30, 2025

Seniority Classification	Position Title	Class	1	2	3	4	5	6	7	8
2	Warehouse Clerk	A12	$18.41	$18.67	$18.92	$19.69	$19.94	$20.20	$20.45	$20.71
2	Laundry/Floating Custodian	A13	$19.15	$19.40	$19.66	$20.42	$20.68	$20.93	$21.19	$21.44
2	Custodian – Day	A13	$19.15	$19.40	$19.66	$20.42	$20.68	$20.93	$21.19	$21.44
2	Custodian - Delivery	A13	$19.64	$19.89	$20.15	$20.91	$21.17	$21.42	$21.68	$21.93
2	Custodian - Evening	A13	$19.48	$19.74	$19.99	$20.76	$21.01	$21.27	$21.52	$21.78
2	Custodian – Night	A13	$19.64	$19.89	$20.15	$20.91	$21.17	$21.42	$21.68	$21.93
13	Custodian – Lead Evening	A13	$20.25	$20.50	$20.76	$21.52	$21.78	$22.03	$22.29	$22.54
11	Lead Grounds Keeper/Floating Custodian	A13	$19.01	$19.27	$19.52	$20.29	$20.54	$20.80	$21.05	$21.31
3	Custodian Engineer	B22	$21.61	$21.87	$22.12	$22.89	$23.14	$23.40	$23.65	$23.91
12	Grounds Manager	B22	$20.34	$20.59	$20.85	$21.61	$21.87	$22.12	$22.38	$22.63
4	Custodian in Charge of Bldg	B22	$22.42	$22.67	$22.93	$23.69	$23.95	$24.20	$24.46	$24.71
5	Painter	B23	$21.98	$22.24	$22.49	$23.26	$23.51	$23.77	$24.02	$24.28
6	District Maintenance (Base)	B23	$23.00	$23.26	$23.51	$24.28	$24.53	$24.79	$25.04	$25.30
7	Assistant Building Engineer (Base)	B23	$22.44	$22.70	$22.95	$23.72	$23.97	$24.23	$24.48	$24.74
8	Carpenter (Base)	B23	$24.53	$24.79	$25.04	$25.81	$26.06	$26.32	$26.57	$26.83
9	Head Building Engineer (Base)	B32	$24.88	$25.13	$25.39	$26.15	$26.41	$26.66	$26.92	$27.17
10	Master Electrician	C42	$31.65	$31.91	$32.16	$32.93	$33.18	$33.44	$33.69	$33.95

Longevity: Effective July 1, 2024, the base hourly rate of employees who have completed 8, 10, 15, 20, 25, or 30 years of service shall be the following amounts:

Yrs of Service	Hourly Rate Incr.
8	$1.00
10	$1.25
15	$1.50
20	$1.75
25	$2.00
30	$2.25

For purposes of this subdivision, any hourly rate increase shall begin on July 1 following the completion of the requisite years of service. A year of service shall be defined in the same manner as in Article XIII, Section 1, Subdivision 1.

Subd. 2. Boiler License: Effective July 1, 2024, the hourly rate of employees whose assignment requires that they have a boiler or pool license shall be increased by the following amounts:

License	Hourly Rate Incr.
Chiefs	$2.50
First Class	$2.00
Second Class	$1.50
Certified Pool	$1.00

Positions that require a boiler license are Custodial Engineers, District Maintenance, and other positions as determined by the District.

The hourly rate increase for a boiler license shall be effective on the first day of the month after a copy of the boiler license has been submitted to the Human Resources Office.

The District shall pay the cost of registration for boiler license classes as approved by the Director of Buildings and Grounds for employees in the process of acquiring a license who are in positions where such license is required.

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

Classification and Salary Schedule
MSEA – Custodial and Maintenance Employees

APPENDIX B
Effective for the period from July 1, 2025 through June 30, 2026

Seniority Classification	Position Title	Class	1	2	3	4	5	6	7	8
2	Warehouse Clerk	A12	$19.15	$19.42	$19.68	$20.48	$20.74	$21.01	$21.27	$21.54
2	Laundry/Floating Custodian	A13	$19.92	$20.18	$20.45	$21.24	$21.51	$21.77	$22.04	$22.30
2	Custodian – Day	A13	$19.92	$20.18	$20.45	$21.24	$21.51	$21.77	$22.04	$22.30
2	Custodian - Delivery	A13	$20.43	$20.69	$20.96	$21.75	$22.02	$22.28	$22.55	$22.81
2	Custodian - Evening	A13	$20.26	$20.53	$20.79	$21.59	$21.85	$22.12	$22.38	$22.65
2	Custodian – Night	A13	$20.43	$20.69	$20.96	$21.75	$22.02	$22.28	$22.55	$22.81
13	Custodian – Lead Evening	A13	$21.06	$21.32	$21.59	$22.38	$22.65	$22.91	$23.18	$23.44
11	Lead Grounds Keeper/Floating Custodian	A13	$19.77	$20.04	$20.30	$21.10	$21.36	$21.63	$21.89	$22.16
3	Custodian Engineer	B22	$22.47	$22.74	$23.00	$23.81	$24.07	$24.34	$24.60	$24.87
12	Grounds Manager	B22	$21.15	$21.41	$21.68	$22.47	$22.74	$23.00	$23.28	$23.54
4	Custodian in Charge of Bldg	B22	$23.32	$23.58	$23.85	$24.64	$24.91	$25.17	$25.44	$25.70
5	Painter	B23	$22.86	$23.13	$23.39	$24.19	$24.45	$24.74	$24.98	$25.25
6	District Maintenance (Base)	B23	$23.92	$24.19	$24.45	$25.25	$25.51	$25.78	$26.04	$26.31
7	Assistant Building Engineer (Base)	B23	$23.34	$23.61	$23.87	$24.67	$24.93	$25.20	$25.46	$25.73
8	Carpenter (Base)	B23	$25.51	$25.78	$26.04	$26.84	$27.10	$27.37	$27.63	$27.90
9	Head Building Engineer (Base)	B32	$25.88	$26.14	$26.41	$27.20	$27.47	$27.73	$28.00	$28.26
10	Master Electrician	C42	$33.92	$34.19	$34.45	$35.25	$35.51	$35.78	$36.04	$36.31

Longevity: Effective July 1, 2025, the base hourly rate of employees who have completed 8, 10, 15, 20, 25, or 30 years of service shall be increased by the following amounts:

Yrs of Service	Hourly Rate Incr.
8	$1.00
10	$1.25
15	$1.50
20	$1.75
25	$2.00
30	$2.25

Subd. 2. Boiler License: Effective July 1, 2025, the hourly rate of employees whose assignment requires that they have a boiler or pool license shall be increased by the following amounts:

License	Hourly Rate Incr.
Chiefs	$2.50
First Class	$2.00
Second Class	$1.50
Certified Pool	$1.00

Positions that require a boiler license are Custodial Engineers, District Maintenance, and other positions as determined by the District.

The hourly rate increase for a boiler license shall be effective on the first day of the month after a copy of the boiler license has been submitted to the Human Resources Office.

The District shall pay the cost of registration for boiler license classes as approved by the Director of Buildings and Grounds for employees in the process of acquiring a license who are in positions where such license is required.

MANKATO AREA PUBLIC SCHOOLS
Independent School District No. 77

MSEA – Custodial and Maintenance Employees

APPENDIX C

List of Buildings by Square Footage

Over 200,000 Square Feet (Level 1)

East Senior High School
West Senior High School

100,000 to 200,000 Square Feet (Level 2)

Dakota Meadows Middle School
Franklin Elementary School
Lincoln Community Center
Prairie Winds Middle School
Rosa Parks Elementary School

Less Than 100,000 Square Feet (Level 3)

Bridges Community School
Eagle Lake Elementary School
Hoover Elementary School
Jefferson Elementary School
Kennedy Elementary School
Monroe Elementary School
Roosevelt Elementary School
Washington Elementary School

MANKATO AREA PUBLIC SCHOOLS

Level I Grievance Complaint Form

This form is to be filed in duplicate with the Administrative Supervisor

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Assignment _____ Principal _____

Date Filed _____ Grievance Representative: _____

Date Knowledge of Grievance Occurred _____

Statement of Grievance _____

_____

_____

_____

Additional statement may be attached if necessary.

Contract Provision Allegedly Violated: _____

Relief Sought _____

_____

_____

_____ _____

Signature of Grievant Date

Disposition by Administrative Supervisor _____

_____

_____

_____ _____

Signature of Supervisor Date

Position of Grievant: ☐ I accept the above disposition.
☐ I intend to process the grievance to the next step.

_____ _____

Signature of Grievant Date

MANKATO AREA PUBLIC SCHOOLS

Level II Grievance Complaint Form

This form is to be filed in duplicate with the District Superintendent

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Assignment _____ Principal _____

Date Filed _____ Grievance Representative: _____

Was Level I procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred _____

Statement of Grievance _____

_____

_____

_____

Additional statement may be attached if necessary.

Contract Provision Allegedly Violated: _____

Relief Sought _____

_____

_____

_____ _____

Signature of Grievant Date

Disposition by Superintendent _____

_____

_____

_____ _____

Signature of Superintendent Date

Position of Grievant: ☐ I accept the above disposition.
☐ I intend to process the grievance to the next step.

_____ _____

Signature of Grievant Date

MANKATO AREA PUBLIC SCHOOLS

Level III Grievance Complaint Form

This form is to be filed in duplicate with the Clerk and Chairperson of the School Board

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Assignment _____ Principal _____

Date Filed _____ Grievance Representative: _____

Was Level I procedure utilized? ☐ Yes ☐ No
Was Level II procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred _____

Statement of Grievance _____

_____

_____

_____

Additional statement may be attached if necessary.

Contract Provision Allegedly Violated: _____

Relief Sought _____

_____

_____

_____ _____

Signature of Grievant Date

Disposition by School Board: _____

_____

_____

_____ _____

Signature of Board Chairperson Date

Position of Grievant: ☐ I accept the above disposition.
☐ I intend to process the grievance to the next step.

_____ _____

Signature of Grievant Date

MANKATO AREA PUBLIC SCHOOLS

Request for Arbitration Form

This form is to be filed in duplicate with the Superintendent of Schools

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Assignment _____ Principal _____

Date Filed _____ Grievance Representative: _____

Was Level I procedure utilized? ☐ Yes ☐ No
Was Level II procedure utilized? ☐ Yes ☐ No
Was level III procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred _____

Date Decision Rendered by School Board _____

Statement of Grievance _____

_____

_____

_____

_____

Additional statement may be attached if necessary.

Contract Provision Allegedly Violated: _____

_____

Relief Sought _____

_____

_____

_____

_____

_____

_____ _____

Signature of Grievant Date

MANKATO AREA PUBLIC SCHOOLS

Independent School District No. 77

Letter of Agreement

Reclassification of Grounds Manager Position

This Letter of Agreement is entered into by and between Mankato Area Public Schools, Independent District No. 77 (hereinafter "the District"), and the Minnesota School Employees Association representing the Custodial and Maintenance employees (hereinafter "the Association").

WHEREAS the Association and the District have a collective bargaining agreement covering the terms and conditions of employment for custodial and maintenance employees that defines rates of pay and position classifications, and

WHEREAS, the job description and duties of the Grounds Manager position have been significantly changed, requiring a reconsideration of the pay classification, and

WHEREAS, the Association and the District have engaged in good faith collaboration to address the reclassification of the Grounds Manager position, and

The parties agree as follows:

1. Reclassification: The Grounds Manager position shall be reclassified from a B22 to a B32, and

2. Rate of Pay: The rate of pay for the reclassified Grounds Manager position shall be equivalent to the rate of pay for the Head Building Engineer position, as defined in the current MSEA Custodial and Maintenance Master Agreement with MAPS, and

Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2024-25	$24.88	$25.13	$25.39	$26.15	$26.41	$26.66	$26.92	$27.17
2025-26	$25.88	$26.14	$26.41	$27.20	$27.47	$27.73	$28.00	$28.26

3. Master Agreement: Except as specifically modified herein, all other terms and conditions of the current MSEA Custodial and Maintenance Master Agreement with MAPS shall remain in full force and effect, and

4. Effective Date: This Letter of Agreement shall be effectiveMay 20, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 77

John Lustig
Director of Administrative Services

5-20-2025
Date

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

Greg Gardner
MSEA Representative

5-22-2025
Date