2024-2025 / 2025-2026
Master Agreement

Between

School Board of Independent School District 282

and
School Service Employees, Local 284
Custodians

It is the St. Anthony-New Brighton School District's policy to provide equal education opportunity for all students and to provide equal employment opportunity for all employees. The district does not discriminate in admission, treatment, employment or access to its programs or activities. In addition, the School District does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age.

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ARTICLE I - Purpose of Contract

Section 1. Parties:

This Contract, entered into between the School Board of Independent School District No. 282, St. Anthony, Minnesota, hereinafter referred to as the School Board, and the School Service Employees, Local No. 284, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for custodial employees during the duration of this Contract.

ARTICLE II - Recognition of Exclusive Representative

Section 1. Recognition:

In accordance with the P.E.L.R.A., the School Board recognizes the School Service Employees Union, Local 284 as the exclusive representative of custodial employees employed by the School Board. The Union shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Contract.

Section 2. Appropriate Unit:

The Union shall represent all such employees of the School Board contained in the appropriate unit as defined in Article III, Section 2 of this Contract and as certified by the Director of the Bureau of Mediation Services (Case No. 76-PR-1086-A).

ARTICLE III - Definitions

Section 1. Terms and Conditions of Employment:

Shall mean the hours of employment, the compensation therefore including fringe benefits and personnel policies affecting the working conditions of the employees that are established by this Contract.

Section 2. Description of Appropriate Unit:

For the purpose of this Contract, the term *employee* shall mean all custodial personnel employed by the School Board excluding supervisory employees, confidential employees, part-time employees whose employment does not exceed the lesser of 14 hours per week or 35 percent of the normal work week, or temporary employees employed for less than 67 work days per calendar year.

Section 3. School Board:

Shall mean the School Board of Independent School District No. 282 or its designated representative.

Section 4. Other Terms:

Terms not defined in this Contract shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV - School Board Rights

Section 1. Inherent Managerial Rights:

The Union 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 function and programs of the School Board, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, and number of personnel.

Section 2. Management Responsibilities:

The Union recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with the primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations:

The Union recognizes that all employees covered by this Contract 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 Board. The Union 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 Contract. The School Board, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State. Any provision of this Contract 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 management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Contract are reserved to the School Board.

ARTICLE V - Union Rights

Section 1. Right to Views:

Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or the representative of any employee 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 Union.

Section 2. Right to Join:

The School Board agrees that all employees shall have the right to join or not to join the Union. The School Board will not discriminate for or against any employee with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in the Union.

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

Subd. 1. Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty (30) days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty (30) days of the deduction. The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document

Subd. 2. The Union hereby warrants and covenants that it will defend, indemnify and hold the School Board harmless from any and all, actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Union as provided herein.

Section 4. Union Orientation and Access to Information:

Subd. 1. Within twenty (20) 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. The district shall inform the union representative(s) and steward(s) of all new hires immediately upon hire. The Union steward and or business agent will be given the opportunity to address employees regarding membership in the collective bargaining unit for thirty (30) minutes within thirty (30) 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. All employees participating in these meetings will be in paid status. The District will make every reasonable effort to provide at least five days' notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

Subd. 2. 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 of business of the Union, consistent with the District's generally applicable technology use policies. The District will allow the Union to meet with bargaining unit members in District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such allowance does not interfere with the District's business operations.

ARTICLE VI - Insurance

Section 1. Life Insurance:

The School District shall contribute one hundred percent (100%) of the monthly premium cost of a fifty thousand dollar ($50,000) group term life insurance policy for all eligible employees. The group life insurance policy will provide one hundred thousand dollars ($100,000) in the event of accidental death.

Section 2. Income Protection:

The School Board shall provide each eligible employee, group income protection coverage subject to the following conditions:

Subd. 1. The policy shall have a 90 continuous calendar day waiting period before benefits begin.

Subd. 2. The policy shall provide a benefit of 2/3 of the employee's monthly salary to a maximum of $2,000 per month. In no case shall the employee's total net compensation while on disability exceed the normal net compensation of the employee.

Subd. 3. The policy shall provide for benefit payments to an age in compliance with the Age Discrimination Employment Act or to termination of the disability, whichever occurs first.

Section 3. Hospitalization:

For the 2024-25 and 2025-26 school years, a hospitalization plan with surgical, major medical, and clinical coverage will be provided with a District contribution following Article X, Section C of the teachers' contract.

The District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District.

Subd. 1 Single coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make a $550 annual contribution to the employee's VEBA Account.

Subd. 2 Dependent Coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make a $1,100 annual contribution to the employee's VEBA Account.

Subd. 3 Timing of Deposits: VEBA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on February 1st or next business day if a weekend.

Subd. 4 Administrative Costs: The School District shall contribute up to $4.00 per account per month toward the cost of administering active employees' VEBA accounts.

Section 4. Tax Sheltered Annuity:

Employees may voluntarily participate, at their cost, in a School Board approved tax sheltered annuity program. The School Board shall only contribute on behalf of any employee covered by this contract, toward a sheltered annuity program. Employees making additions, adjustments, or cancellations of Tax Sheltered Annuity programs must notify the School District by October 1st of the school year of participation. A change could be made after October 1 st for the following events, a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15 of the upcoming due date.

Section 5. Dental Insurance:

The Board shall establish and maintain a dental insurance plan for all eligible employees during the 2024-25 school year according to the rates below.

	Base District Rate	**Base Rate Employee**	**Total Monthly Premium**
Single	$37.16	$4.26	$41.42
Family	$88.96	$19.86	$108.82

For the 2025-26 school year, the District and employee will share equally (50/50) any increase in total monthly premium above the district's rate. The District's contribution for 2025-26 shall be equal to the District's base rate plus 50% of any increase beyond the total monthly premium as follows:

	Base District Rate	**Base Rate Employee**	**Total Monthly Premium**
Single	$37.16	$4.26	$41.42
Family	$88.96	$19.86	$108.82

Section 6. Mileage:
Custodians who are required by the School District to use their personal automobile in the performance of assigned duties shall be reimbursed for all such travel in accordance with current IRS rate.

Section 7. Payroll Deductions:
The difference between the monthly premium cost of the group insurance plan (single or family) and the School Board's contribution established by Section 3 of this Article, shall be paid by enrolled employees through payroll deduction.

Section 8. Voluntary Participation:
Participation by any eligible employee in the insurance plans established by this Article is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu thereof.

Section 9. Claims Against the School Board:
The School Board and the Union 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 policies contracted by the School District and an insurance carrier pursuant to this Article. The School Board's obligation is to contract for insurance policies and to contribute such amounts as established by this Article.

Section 10. Eligibility:
To be eligible for the insurance contributions established by this Article, an employee must be employed for a normal work week of thirty (30) hours or more.

Section 11. Duration of Contribution:
Board contributions established by this Article shall cease the day following an employee's discharge, resignation, retirement, lay off, death, or exhaustion of paid absence benefits established by Article VIII. An employee taking early retirement under Article XII shall receive benefits as stated in Article XII.

ARTICLE VII - Salaries

Section 1. Rates of Pay:

Subd. 1. Custodial Schedule Effective on July 1 of each academic year

2024-25	Step 1	Step 2	Step 3	Step 4
Class I	$22.91	$25.26	$27.67	$30.10
Class II	$23.17	$25.61	$28.07	$30.50
Class III	$23.31	$25.77	$28.26	$30.70
Class IV	$23.62	$26.13	$28.61	$31.14
Class V	$24.54	$27.17	$29.82	$38.82

2025-26	Step 1	Step 2	Step 3	Step 4
Class I	$23.86	$26.21	$28.62	$31.05
Class II	$24.12	$26.56	$29.02	$31.45
Class III	$24.26	$26.72	$29.21	$31.65
Class IV	$24.57	$27.08	$29.56	$32.09
Class V	$25.49	$28.12	$30.77	$39.77

Subd. 2 Job Classifications: Maintenance employees will be compensated in accordance with the following pay classes:

Class I - Custodian
Class II - District Grounds Keeper,
Class III -, HS/MS Night Lead worker
Class IV - HS/MS Mechanical Engineer/Elementary Mechanical Engineer
Class V - District Engineer
For purposes of this subdivision, part-time shall mean 30 hours/week or less.

Section 2. Hourly Rate:

An employee's hourly rate shall be calculated by dividing the employee's monthly salary (base, specialist differential and shift premium by 173-1/3). .

Section 3. Work Shifts and Shift Premium:

Subd. 1. A work shift shall consist of 8 hours of work designated as follows:

1.1 1st shift - a shift starting between 6 a.m. and 11 a.m.
1.2 2nd shift - a shift starting at 11 a.m. or later

Subd. 2. A shift premium shall be paid in accordance with the following:

1.1 2nd shift - $00.45 per hour shift differential

Section 4. License Pay:

Custodians shall receive the following pay according to the license(s) they hold. Pay for the pesticide, pool, and registered unlicensed electrician license will require prior approval from the Superintendent. Current employees as of July 1, 2022 who receive licensure pay shall not require pre approval.

$ 0.15 per hour Special Engineer's License
$ 0.20 per hour Class II Boiler's License
$ 0.25 per hour Class I Boiler's License
$0.40 per hour Chief Boiler's License
$ 0.30 per hour Pool License
$ 0.30 per hour Pesticide License
$ 0.30 per hour Registered Unlicensed Electrician

Section 5. Uniform Allowance:

Employees shall be provided a yearly uniform allowance, not to exceed $250.00 to purchase required and approved uniform apparel. Required uniforms include designated shirts, five (5) shall be provided by the district for the

2024-2025 school year, and an additional three (3) shirts shall be provided by the district for the 2025-2026 school year, pants to be blue denims (jeans) and/or designated district uniform pants. Required work uniform includes purchased pants and shirts or professional work shorts (when Health and Safety Committee says it is safe to do so). Shoes should have a slip resistant sole. Unacceptable footwear includes moccasins, slippers, and sandals. Acceptable Staff attire may include work boots, slip resistant shoes, jackets, gloves, hats, shorts and other inclement weather clothes.

Section 6. Boiler License Requirements for Custodians:
In order to move from Step 2 to Step 3 on the Salary Schedule, all Class I through Class II employees covered by this Contract must possess, and thereafter maintain, a Special Engineer's License. The School Board will reimburse eligible employees for the cost of obtaining appropriate boiler licensure. Employees must submit proof of licensure and payment of fee in October of each year. Appropriate Boiler Licensure means Special Engineers, Class 2, Class 1 or Chiefs.

Section 7. Anniversary Date:
The exact day of employment with the School Board shall be considered the employee's anniversary date in all instances pertaining to vacations and seniority.

Section 8. Pay Day:
Employees shall be paid on the 15th and last day of each month.

Section 9. Step Advancement:

Employees shall advance on the Salary Schedule in accordance with the following:

Subd. 1. All employees not on the top of the salary schedule in one of the five (5) classes will be granted an annual step increase on their anniversary date of hire.

Subd. 2. For less than 12 month employees, advancement from step to step on the Salary Schedule will be made when employees have compiled 2,080 compensated hours of employment, provided the provisions of Article VII, Section 5, are complied with.

Section 10. Substitution for Specialist:
Employees assigned by the School Board to a Specialist's position shall receive the rate of pay of the position following 8 or more consecutive hours of work in the Specialist position. For the purposes of this contract, a "Specialist" position constitutes any assigned role within the custodial unit identified as Class IV or above.

Section 11. Call-Back Pay:
Employees who are required to return to the job site after the completion of a normal work day will receive a minimum of two (2) hours compensation. Employees who get called back on a non-workday, for alarm calls or other building issues that are not part of a boiler check, will receive a minimum of two (2) hours compensation.

Section 12. Longevity Pay:
Employees shall receive additional hourly amounts of pay after they have completed the indicated number of years of service in the bargaining unit as listed below:

After 5 years of service to the District, employees will receive an additional $0.25/hr.

After 10 years of service to the District, employees will receive an additional $0.35/hr.

After 15 years of service to the District, employees will receive an additional $0.45/hr.

After 20 years of service to the District, employees will receive an additional $0.55/hr.

After 25 years of service to the District, employees will receive an additional $0.65/hr.

After 30 years of service to the District, employees will receive an additional $0.85/hr

The longevity amounts listed above are in addition to an employee's regular hourly rate of pay.

ARTICLE VIII - Paid Absence

Section 1. Vacation:

Subd. 1. Eligible employees shall earn vacation leave in accordance with the following:

Years of Employment	Hours Earned Per Month
Start of employment through five years	6-2/3 hours
Start of the 6th year of employment through ten years	10 hours
Start of 11th year of employment through 15 years	14 hours
Start of the 16th year of employment & thereafter	16-2/3 hours

1.1 Hours earned are based on a 40 hour normal work week. Employees who resign or are dismissed during the first 150 calendar days of their employment (probationary period) shall not earn vacation.

1.2 Vacation is granted with full pay and benefits.

1.3 Earned vacation for employees who do not work 12 months during a fiscal year (July 1 - June 30) will be prorated based on a work year of 2,080 hours.

Beginning December 31st, 2024, vacation leave may not exceed 45 days at any point during the contract year.

Subd. 2. Vacations shall be granted at those times that do not interfere with the normal operation of the schools.

Section 2. Sick Leave:

Subd. 1. Sick leave with pay shall be granted to eligible employees in the amount of twelve (12) days per year for absences necessitated by:

1.1 The illness or injury of an employee which prevents the adequate performance of job duties and responsibilities;

1.2 The serious illness of a member of the employee's immediate family for which other reasonable arrangements for care cannot be made; or

Subd. 2. The Superintendent has the right to verify the use of sick leave by requiring the submission of a written report of a medical authority.

Subd. 3. For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, significant other, parents of significant other, or children of significant other.

Subd. 4. Unused sick leave may be accumulated to a maximum of 120 days.

Subd. 5. Sick leave for employees who do not work 12 months during a fiscal year (July 1 - June 30) will be pro-rated based on 1 day of sick leave for each month of employment.

Subd. 6. Employees who do not utilize a sick leave day during any twelve month period from July 1 of one year to June 30 of the subsequent year shall receive the employee's choice of:

6.1 Two additional paid vacation days to be utilized within the next year following the base year, or

6.2 An additional salary amount of $150.00 to be paid on August 15 of the year immediately following the base year.

Subd.7. If at all possible - sick leave must be requested at least 4 hours prior to work shift start time.

Section 3. Personal Leave:

Three (3) personal leave days shall be granted each normal school year for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized under other paid leave provisions. Such days shall be granted by the superintendent according to the following guidelines:

Subd. 1. A satisfactory explanation and prior approval by the superintendent shall be necessary if the personal leave day requested falls on a day immediately preceding or following school calendar holidays and scheduled recess periods or a planned vacation day.

Subd. 2. Personal leave days taken at other times shall require no explanation. The employee shall, however, state in writing prior to the absence that the leave is to be taken for important personal business, not of a recreational nature, and cannot be conducted on a non-duty day.

Subd. 3. In emergency situations, written request for personal leave may be submitted after the fact. It is understood that the employee will assume the responsibility in such an emergency of notifying their supervisor at the earliest possible time.

Subd. 4. Examples of some legitimate claims for personal leave:

- Closing procedures for sale or purchase of home.
- Urgent legal matters or matters related to the settlement of a relative's estate.
- Special examinations administered by universities in connection with degree programs.
- Religious observances.
- Pallbearer or funeral service of close relative, or very close friend, not covered by other paid absence provisions.
- Weddings in immediate family or attendant at a wedding of a close friend.

Subd. 5. Examples of some situations which will not receive approval for personal leave with pay:

- Personal recreation activities.
- Interview and examination for other positions outside of the system.
- Convention attendance with spouse.
- Activities which are for profit or pay.

Subd. 6. Under no circumstances may personal leave be used to engage in a strike, picketing, bannering or in any other concerted activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.

Subd. 7. Employees may accumulate personal leave days to a maximum of three (3) days.

Subd. 8. Employees may with written request to payroll by June 15 cash out up to one (1) personal leave day a year at their current hourly rate.

Section 4. Worker's Compensation Policy:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury or illness under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received pursuant to the Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation.

Subd. 2. A deduction shall be made from the employee's earned accrual of vacation or sick leave according to the pro-rata portion of sick leave or vacation days which are used to supplement the Worker's Compensation benefit.

Subd. 3. Such payment shall be paid by the School Board to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave and/or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury or illness compensable under the Worker's Compensation Act who elects to receive sick leave and/or vacation pay pursuant to the provisions of this Section shall submit the employee's compensation check endorsed to the School Board.

Subd. 6. Employees on Worker's Compensation shall continue to accrue sick leave benefits up to 12 days per incident if the employee is deemed, by his supervisor, not to be at fault in the incident.

Section 5. Jury Duty:

Employees serving on jury duty shall have the amount of jury fee paid to them for such service deducted from their regular monthly salary.

Section 6. Holidays:

The following 12 days will be considered paid holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Thanksgiving
Good Friday	Thanksgiving Friday
Memorial Day	Christmas Eve
Juneteenth	Christmas Day

Subd. 1. Floating Holidays:Two floating paid holidays shall be observed. The floating holiday(s) shall be observed on a day or days as designated by the School Board.

Subd. 2. The calendar dates on which the above holidays will be observed shall be established by the School Board. The union shall be notified in writing of the established calendar dates.

Subd. 3. Employees working less than a 12 month year shall be eligible for only those holidays which occur during the employee's work year.

Subd. 4. Employees scheduled to a normal work week other than Monday through Friday shall observe the 11 holidays at such times as agreed upon by the School Board.

Subd. 5. In any year when Good Friday falls on a student contact day, the School District and the Union will agree to an alternate day to be used as a floating holiday.

Section 7. Eligibility:

To be eligible for paid absences established by this Article, an employee shall be employed for a normal work week of 30 hours or more.

Section 8. Bereavement Leave:

Upon advance notice and arrangement with the Buildings and Grounds Director, up to five days paid leave, non cumulative, may be used for the attendance at or arrangement of the funeral of a maintenance employee's spouse, child, parent, grandparents, dependents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, significant other, parents of significant other, children of significant other, or brother or sister of significant other.

ARTICLE IX -Unpaid Leaves of Absence

Section I. Child Care Leave:

The School Board will grant a leave to an employee who makes a written application for such a leave subject to the following:

Subd.1. The employee shall submit written application for a child care leave to the School Board at least 90 calendar days prior to the desired commencement of the leave except in the case of adoption, in that case, the employee should, upon learning of the date of adoption submit a written application for a request of child care leave to the School Board.

Subd. 2. Child care leave will commence at a date mutually agreed upon, not to exceed 15 calendar months. Upon signifying an interest to return to duty in writing, the School Board shall determine a mutually agreeable date of return. If there is no mutual agreement, the School Board shall establish the date of return after taking into consideration individual characteristics and capacities, the ability to perform the duties of employment, efficiency, willingness to return to work, and the custodial program. Employees shall be reinstated to their original position or to a position of like status. In the case of child birth, the School Board may request the employee to furnish a statement from the employee's attending physician to help determine personal medical safety.

Subd. 3. The employee shall retain all seniority and fringe benefits which had accrued prior to taking the child care leave of absence.

Subd. 4. This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

Section 2. Leave of Absence Without Pay:

A leave of absence without pay may be approved by the School Board upon the recommendation of the Superintendent, to employees who request such a leave in writing.

Subd. 1. An employee on leave of absence without pay will not earn credit for advancement on the salary schedule or accumulated sick leave and other benefits during the period of the leave of absence.

Subd. 2. The duration of a leave of absence without pay shall be for up to one (1) year. Under unusual circumstances, a one (1) year extension of the leave of absence may be approved. Failure of the employee to request and be granted an extension or to return to duty at the end of the leave of absence without pay will thereby terminate the employee's employment with the School Board.

Subd. 3. The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence.

Subd. 4. This shall be a leave of absence without pay, during which an employee shall not accrue fringe benefits, seniority or be eligible for School Board insurance contributions.

Section 3. Leave of Absence for Disability:

The School Board will grant a leave of absence for disability without pay to employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities. The leave shall be for a period commencing on the date of the expiration of sick leave or from the date of income protection benefit eligibility, whichever occurs first, for a period of 12 consecutive months; unless the employee requests in writing a leave for a period of less than 12 consecutive months.

Subd. 1. The employee shall retain all seniority and fringe benefits which had accrued prior to taking disability leave of absence.

Subd. 2. This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

Section 4. Failure to Return from Leave:
Employees who do not return to duty at the expiration of a leave of absence provided by Section 1, 2, and 3 of this Article shall be considered to have resigned, except in the event of extenuating circumstances.

Section 5. Continuation of Insurance:
Employees on an approved leave of absence established by Sections 1, 2, and 3, of this Article may continue to participate in the group insurances established by Article VI, to the extent permitted by the insurance policy, at the employee's personal expense. An employee electing to continue insurance coverage through the period of the leave of absence shall pay the full monthly premium through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last year the employee was on duty.

ARTICLE X - Hours of Work

Section 1. Normal Work Day:
The School Board shall have the option of assigning full-time employees to a normal work day of 8, 9 or 10 hours.

Section 2. Normal Work Week:
The School Board shall have the option of assigning full-time employees to a normal work week of 4 or 5 normal work days.

Subd. 1. A 4-day normal work week shall be comprised of four (4) consecutive 10-hour days with overtime paid for each hour worked in excess of ten (10) hours in any day or 40 hours in any week.

Subd. 2. A 5-day normal work week shall be comprised of five (5) consecutive 8-hour days with overtime paid for each hour worked in excess of eight (8) hours in any day or 40 hours in any week.

Subd. 3. A normal work year shall be twelve (12) months consisting of fifty-two (52) weeks and /or 2080 hours.

Section 3. Summer Hours:
A normal summer season 5 day work week shall be comprised of four (4) consecutive 9 hour days, with a fifth (5th) 4 hour work day. Overtime is paid for each hour in excess of nine (9) hours in any day or forty (40) hours in any week.

- Holidays will continue to be based on an eight (8) hour work day
- Vacation days will continue to be based on an eight (8) hour work day
- Sick days will continue to be based on an eight (8) hour work day

Section 4. Split Shifts:
Employees will not be scheduled to a "split shift" normal work day unless agreed upon by the employee and the School Board.

Section 5. Lunch Period:
Employees who work six (6) to eight (8) hours shall receive two (2) fifteen (15) minute breaks. Those employees working four (4) and up to six (6) hours shall receive one (1) fifteen (15) minute break.

Section 6. Building and Boiler Checks:
Employees assigned to week-end building and boiler checks, outside their normal work week, shall be compensated in accordance with the following:

Subd. 1. Three hours at 1-1/2 times the employee's hourly rate for each high school check. Subd.

2. Two hours at 1-1/2 times the employee's hourly rate for each elementary school check.

Section 7. Dangerous Work:
No employee shall be required to work alone in dangerous areas or on dangerous projects such as aquatic, electrical, tunnels, or on ladders in excess of 6 feet in height.

Section 8. Overtime:
Hours worked under the following conditions shall be considered overtime:

Subd. 1. Daily: Hours worked in excess of a normal work day, as defined by Section 1, shall be paid at the rate of 1-1/2 times the employee's hourly rate of pay.

Subd. 2. Weekly: Hours worked in excess of a normal work week, as defined by Section 2, shall be paid at the rate of 1-1/2 times the employee's hourly rate of pay.

Subd. 3. Seventh Day: Hours worked on a 7th day during a seven (7) calendar-day period shall be compensated at the rate of 2 times the employee's hourly rate. This subdivision shall not apply to building and boiler checks assigned in accordance with Section 5 of this Article.

Subd. 4. Holidays: Hours worked on a holiday, as established by Article VIII, Section 6, shall be compensated at the rate of two (2) times the employee's hourly rate of pay in addition to holiday pay.

Subd. 5. Work on Sunday:

5.1 Employees scheduled to a normal work week of Monday through Friday or Tuesday through Saturday who work on a Sunday shall be compensated at the rate of two times the employee's hourly rate.

5.2 Employees scheduled to a normal work week which includes Sunday as a scheduled normal work day shall be compensated at the rate of 1-1/2 times the employee's hourly rate for all hours worked on a Sunday.

5.3 The provisions of Subdivision 5 shall not apply to building and boiler checks assigned in accordance with Section 5 of this Article.

Section 9. Work Schedules:

In the event the School Board determines to establish a normal work week of other than Monday through Friday, the work week will be posted for bids in accordance with Article XIV, Section 2. If no employee bids for the posted work week, the School Board shall have the right to assign the least senior employee to the posted work week for a period not to exceed 120 calendar days in any calendar year.

Section 10. Compensatory Time

Subd. 1. An employee may be granted comp time in lieu of salary for overtime as set forth in Article X, Section 7, upon prior written approval of the Director/Custodial services, Director of Business Services, or the Superintendent.

Subd. 2 Earned comp time may be taken at any time at the request of the employee, subject to the prior approval of the employee's supervisor.

Subd. 3. Unused compensatory time must be taken within four (4) months after the end of the contract year in which it is earned or it shall be forfeited.

Subd. 4. Pre-approved hours worked in excess of the number of hours normally assigned the employee shall be considered compensatory time.

ARTICLE XI - Absences from Work

Section 1. Employee Notification:

Employees who are unable to report to their normal work day shall have the personal responsibility to notify their immediate supervisor of such absence as soon as possible prior to the beginning of the normal work day, except in the event of extenuating circumstances. Failure to make such notification may be grounds for discipline by the School Board.

Section 2. Resignation:

Failure to report for work without notification to the employee's supervisor may be considered by the School Board as a resignation on the part of the employee, except in extenuating circumstances. As a common courtesy, employees who intend to resign are asked to give the District written notice at least two weeks prior to leaving.

Section 3. Absence Without Pay:

Subd. 1. Employees may be granted absences without pay to a maximum of five (5) normal work days per year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence, provided that the three (3) calendar day notice may be waived by the School Board in cases of personal emergency. The approval of requested absence without pay shall be at the sole discretion of the School Board, which is subject to the grievance procedure.

Subd. 2. An absence without pay shall not affect fringe benefits or seniority of an employee.

Subd. 3. Employees requiring an absence without pay in excess of five (5) normal work days during a year, shall request a leave of absence without pay in accordance with the provisions of Article IX, Section 2.

ARTICLE XII - Retirement

Section 1. Options:

The purpose of the Custodian Early Retirement Incentive Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District. The Plan will require participation by the employee coupled with a matching contribution from the District. The objective of the Plan is to develop a long term solution to the concept of severance for younger custodians, while preserving more traditional plans for senior custodians. Such plan shall be conducted under the rules of I.R.C. 403(b). Employees may participate at only one level.

Subd. 1 Custodian Retirement Trust Level I – (For custodians employed after June 30, 2000)

1.1 Eligibility

a. All full-time custodians whose initial employment in the district begins on or after September 30, 2000, may participate in a district matching annuity program provided in M.S. 356.24 once they have completed two (2) consecutive years of service in the District.

b. Custodians electing to participate must notify the School District by October 1st of the school year of participation. After custodians initially elect to participate in the District Matching funds program, they may only change their contribution amount once per year, by Oct.1st of each year. A change could be made after October 1st for the following events, a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15 of the upcoming due date.

Defined Contribution Plan:

	Maximum Annual District Matching Contribution
Years of Service	2024-26
0 – 2	$ 0
3 – 10	$ 1,350
11- 15	$ 1,600
16-20	$ 1,850
21 – 25	$ 2,100
26+ years of service	$ 2,200
Maximum Career District Matching Contribution - $30,400	

Subd. 2 Custodians Retirement Trust Level II – (For custodians employed before July 1, 2000)

2.1 Eligibility

a. All full-time custodians hired prior to October 1, 2000, may participate in a district matching annuity program provided in M.S. 356.24.

b. Custodians electing to participate must notify the School District by October 1st of the school year of participation. After custodians initially elect to participate in the District Matching funds program, they may only change their contribution amount once/year.

2.2 Any full-time custodians who, because of age and step, will not be able to reach maximum career district contributions by the end of the school year in which they turn 58, will participate in the matching plan at

an enhanced annual rate of $2,200 beginning July 1, 2010, and an enhanced annual rate of $2,200 beginning July 1, 2011.

Subd. 3 Early Retirement Incentive (Level III)

3.1 Eligibility - Full-time custodians, as defined in this Agreement, who have completed at least fifteen (15) years of continuous service with the School District and have reached the age of 55, shall be eligible for an early retirement, pursuant to the provisions of this section, upon submission of written resignation, and acceptance by the School Board.

Section 2. Hospital Insurance:

Full-time employees who were employed by the District prior to July 1, 2009, who retire prior to the age of Medicare eligibility and who meet the conditions established by Article XII, Subd. 3, 3.1, may individually elect to continue participation in the group hospitalization plan established by Article VI, Section 3 at the employee's personal cost until Medicare eligibility. Monthly premiums shall be paid by the retired employee one month in advance at the School District's Office.

Subd. 1 School Board Contributions The School Board will contribute according to Article XV, Section D of the teachers' contract, single coverage only, up to a maximum of eight years or Medicare eligibility whichever is first according to the following formula.

1.1 Four years of health insurance upon retirement.

1.2 One year of health insurance if the employee has served the district for twenty (20) years.

1.3 One year of health insurance if the employee has served the district for twenty-three (23) years.

1.4 One year of health insurance if the employee has served the district for twenty-five (25) years and had thirty (30) accumulated sick days.

1.5 One year of health insurance if the employee has served the district for thirty (30) years and has sixty (60) accumulated sick days.

Eligibility: To be eligible for the early retirement incentive program established by Sections 1 and 2 an employee must be full-time (normal work week of 30 hours or more).

ARTICLE XIII - Grievance Procedure

Section 1. Definition:

A grievance shall be defined as a dispute concerning the interpretation of or the adherence to the terms and/or provisions of this Contract.

Section 2. Procedure:

In the event of an alleged grievance the employee or employees involved shall discuss the matter with their appropriate supervising administrator within 14 calendar days from the date the grievance occurred. If the grievance is not resolved within 5 calendar days following the discussion between the employee(s) involved and their appropriate supervising administrator the grievance may be appealed in accordance with the following:

Step 1. Within 10 calendar days following the employee-immediate supervisor discussion the Union shall give written notice of an appeal to the Superintendent or designee. The Superintendent or designee and the Union Business Representative shall meet and attempt to resolve the grievance within 10 calendar days after the union appeal is received by the Superintendent.

Step 2. If the grievance remains unresolved following the Superintendent-Union Business Representative meeting, the Union may appeal the grievance, within ten (10) calendar days, to arbitration as provided by the provisions of Section 3 by serving written notice to the Chairperson of the School Board.

Section 3. Arbitration:
An alleged grievance appealed in accordance with Step 2 shall be submitted to arbitration in accordance with the P.E.L.R.A.

ARTICLE XIV - Miscellaneous Terms and Conditions

Section 1. Probationary Period:
New employees of the District shall serve a probationary period of 150 calendar days from the first day of service. During the probationary period, an employee may be terminated at the sole discretion of the School Board, without such termination being appealable through the grievance procedure.

Section 2. Posting:
New positions or vacant positions shall be posted at each school in the custodial area for a period of seven (7) calendar days. In the event the School Board determines to discontinue or not fill a vacant position, the Union shall be notified in writing of such determination. Applicants must submit bids in writing before the close of the posting. All applicants will be given consideration for the vacant position and the selected applicant will be notified within seven (7) calendar days after the close of the posting. Written requests for a change in building, lateral change, or downgrade will be considered along with other applicants for the posted position.

Subd. 1 Reassignment: In filling vacant positions (building, work shift, or work week), the School Board will assign the applicant within the job classification in which the vacant position exists, with the most seniority for a 30 calendar day probationary period. If, during the probationary period, the employee does not qualify, the employee shall be returned to the position held prior to the reassignment.

Subd. 2. Promotion: In filling a vacant position in the Specialist job classifications, the School Board shall consider the applicant's qualifications (licenses, training, experience), ability to perform the job classifications duties and responsibilities, and the job description of the vacant job classification.

Subd. 3. Union Participation: Although the Union may offer suggestions relative to reassignments and promotions, the final decision in such matters is reserved to the School Board.

Section 3. Posting of Temporary Vacancy:
A position vacant by the extended absence of an employee due to disability extending over a period of more than 30 calendar days, but not to exceed nine (9) months, shall be considered a temporary vacancy. Temporary vacancies shall be filled by qualified employees who respond to the posting of the position in the same manner as provided by Section 2. Employees holding a temporary position will be paid the salary the position regularly is paid and shall have the right to return to their previously held position upon the return of the employee on extended absence due to disability.

Subd. 1. An employee serving in a temporary position for nine (9) consecutive months shall be permanently classified in the position. Employees shall not be assigned to a like position on a temporary basis (Lead Worker would not be assigned to another Lead Worker position, 1st shift employee would not be assigned to another 1st shift, etc.). Employees assigned to a temporary position shall be eligible to bid for job postings that occur during the period of the employee's temporary appointment.

Subd. 2. A disabled employee who returns to work in less than nine (9) consecutive months shall be assigned to the employee's original position, provided the employee can perform the duties and responsibilities of the position. If, after 30 calendar days, it is determined by the School Board that the employee cannot perform the duties and responsibilities of the position, the School Board shall have the right to assign the employee to a position which the employee can satisfactorily perform.

Subd. 3. A disabled employee who has been absent for more than nine (9) consecutive months and who is able to return to work shall be given first consideration for reemployment when a vacancy occurs in a position for which the employee can perform the job duties and responsibilities.

Section 4. Lay-off:

In the event it is necessary to reduce the work force, employees shall be laid off in accordance with the following:

Subd. 1. Specialist Job Classification: If a specialist job classification is affected or an employee classified as a specialist is reassigned by the School Board to the custodian job classification, that employee shall have the right to replace any employee classified as a custodian with less seniority. The employee that is displaced shall have the right to replace any employee classified as a custodian with less seniority. This procedure will be repeated until the least senior employee is placed on lay-off.

Subd. 2. Custodial Job Classification: If a custodian job classification is affected, that employee shall have the right to replace an employee with less seniority. The employee that is displaced shall have the right to replace an employee with less seniority. This procedure will be repeated until the least senior employee is placed on lay-off.

Subd. 3. Recall from lay-off: Employees shall be recalled from lay-off based on seniority, the last employee laid off shall be the first employee recalled. Employees shall retain rights for a period of 2 years from the date of lay-off. Employees recalled from lay-off shall have their earned sick leave and seniority reinstated as of the date of lay-off.

Section 5. Unscheduled Emergency Closing:

On days when school is closed due to an unscheduled emergency, all custodians will work their scheduled eight hour shift unless released by a supervisor, in which case all custodians will work the same number of hours.

a. If they are not called into work, they will be permitted to use vacation or personal time.
b. Custodial employees who choose not to use accumulated leave time will not be paid.

ARTICLE XV – Discipline

Section 1. Discipline for Just Cause:
The School Board shall have the right to discipline employees for just cause.

Subd. 1. Disciplinary actions by the School Board shall include only the following:

1.1 Oral reprimand
1.2 Written reprimand
1.3 Suspension
1.4 Discharge

Normally, the School District will utilize the levels of Progressive Discipline in order. However, in the case of more serious infractions, the School District reserves the right to impose discipline at any level consistent with the seriousness of the infraction.

Subd. 2. Employees who are to be discharged shall be notified in writing of such action together with a statement of the reason(s) for discharge, a copy of which shall be sent to the Union.

Section 2. Grievance Procedure:
A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XIII (GRIEVANCE PROCEDURE).

Section 3. Notice of Resignation:
Employees resigning from employment shall give at least 14 calendar days written notice to the School Board of their intention to resign.

Section 4. Notice of Termination:
The School Board shall be required to give employees at least 14 calendar days written notice of termination, except when discharged for cause.

ARTICLE XVI – Duration

Section 1. Term and Reopening Negotiations:
This contract shall remain in full force and effect for a period commencing on July 1, 2024, unless specified otherwise herein, through June 30, 2026, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or terminate this Contract commencing on July 1, 2024, it shall give written notice of such intent not later than May 1, 2026. All previous memorandums of understanding shall sunset and will not be considered part of this contract. Unless otherwise mutually agreed the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this contract.

Section 2. Effect:
This Contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions, excluding the Letter of Intent dated November 2, 1978, which is attached hereto.

Section 3. Finality:
Any matters relating to the terms and conditions of employment, whether or not referred to in this Contract, shall not be open for negotiations during the term of this Contract, provided that the parties may mutually agree to modify any provision of this Contract.

Section 4. Severability:
The provisions of this Contract 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 provisions of this Contract or the application of any provisions thereof.

AGREED TO as the full and complete understanding between the parties as attested to by the signatures of the following representatives of the School Board and the Union.

FOR THE UNION
SEIU Local 284
450 Southview Blvd.
S. St. Paul, MN 55075-1103

FOR THE SCHOOL BOARD
District No. 282
3303 33rd. Ave NE
St. Anthony, MN 55418

Contract Organizer, SEIU Local 284, Aaron Janson
DocuSigned by:
Aaron Janson
80333ACBF56146E...

School Board Clerk, Laurel Hood
Signed by:
F031C5218B314E9..

Steward, Mike Ramm
Signed by:
Mike Ramm
10103231B69640D...

Superintendent, Renee Corneille
Signed by:
Renee Corneille
A0E101301D7448C...

Executive Director of Human Resources and Operations, Dr. Tim Anderson

Addendum

From the 2023-2025 SAVEA Teachers' Contract

Article X. Insurance

C. Hospitalization Insurance

1. The school district shall contribute $570.76 per month in 2023-2024 toward the premium cost for the single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Beginning June 1, 2024 the school district shall contribute $584.00, plus half of any rate increase, per month toward the premium cost for the single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Conversely, any insurance rate savings will be split equally between district and teacher.

2. The school district shall contribute$ 1,678.14 per month in 2023-2024 toward the premium cost for the family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Beginning June 1, 2024, the school District shall contribute $1,724.00, plus half of any rate increase, per month toward the premium cost for the family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Conversely, any insurance rate savings will be split equally between district and teacher. SAVEA Master Contract 2023-2025 14 3. Beginning October 1, 2004, the District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District: a. Single Coverage: The School District will make a $550 annual contribution to the employee's VEBA account in the 2023-2024 and 2024-2025 school years. b. Dependent Coverage: The School District will make a $1, I 00 annual contribution to the employee's VEBA account in the 2023-2024 and 2024-2025 school years. c. Timing of Deposits: VEBA deposits will be made twice annually. Deposits will be made once on October I st or the next business day if a weekend and on Feb I st or next business day if a weekend. d. Administrative Costs: The School District shall contribute up to $4.00 per account per month toward the cost of administering active employees' VEBA accounts.

Memorandum of Understanding
Between the
School Service Employees International Union, Local 284 Custodians
And
Independent School District #282
Regarding Custodial Retirement Agreement

This Memorandum of Understanding ("MOU") was entered into by and between the Service Employees International (SEIU) Local 284 ("Union") and Independent School District #282 ("District").

WHEREAS, Custodians and the District are parties to a Master Agreement for the period of July 1, 2024, through June 30, 2026, which governs the general terms and conditions of employment for custodial employees; and

WHEREAS, Article XII of the Master Agreement specifies retirement provisions and section 2 specifies provisions for hospital insurance;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOU and other valuable considerations, the sufficiency of which is hereby acknowledged, the parties agree to key provisions of a temporary sick leave buyback program specified by the following:

1. The district agrees to provide a one-time, flat-rate payment of up to a $10,000 Health Reimbursement Account (HRA) contribution for custodians who, upon retirement:
    - Are at least 55 years of age,
    - Have at least 20 years of service with St. Anthony Public School,
    - Were hired between January 1st, 1999 and December 31st, 2005,
    - Have a minimum of 90 sick days banked at both the time of notification and retirement,
    - Have 25 days of vacation banked at both the time of notification and retirement, and
    - Notify the district of their retirement at least two months in advance
2. Term: This MOU shall be effective from the date of signing until June 30, 2026, at which time it shall expire unless extended by mutual written agreement of the parties.
3. Expiration: Upon expiration of this MOU, all terms and conditions shall revert to those in the main collective bargaining agreement unless otherwise negotiated.
4. No Precedent: This MOU is non-precedential and shall not be used to establish any past practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOU controls to the extent that is in conflict with the Master Agreement.

IN WITNESS WHEREOF, the parties have entered into this MOU on April 3rd, 2025

SEIU 284 Union Designee — Date 4/30/25

Executive Director of HR and Operations — Date 4/30/25

Steward — Date 5/14/25

School Board Chair — Date 05/06/25