AFSCME Local 207-1 (Service Employees) Agreement

Independent School District No. 318
650 SW 7th Avenue
Grand Rapids, Minnesota 55744

2025-26 **2026-27**

July 1, 2025 through June 30, 2027

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Article I
Agreement

SECTION 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 318, Itasca County, Grand Rapids, Minnesota, (hereinafter referred to as the School Board) and the American Federation of State County and Municipal Employees Council 65, Local 207-1, (hereinafter referred to as the Exclusive Representative) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.), to provide the terms and conditions of employment for Building, Food and Nutrition, Production, Construction and Maintenance, Technology employees during the duration of this Agreement.

Article II
Recognition of Exclusive Representative

SECTION 1. Recognition: The School Board recognizes the American Federation of State County and Municipal Employees Council 65, Local 207-1 the Exclusive Representative of Building, Food and Nutrition, Production, Construction and Maintenance, Technology employees employed by the School Board of Independent School District No. 318, which Exclusive Representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

SECTION 2. Appropriate Unit: The Exclusive Representative shall represent all of the Building, Food and Nutrition, Production, Construction and Maintenance, Technology employees, as defined in this Agreement, and in said Act, not including confidential employees, supervisory employees, essential employees, or temporary employees under the Act. Exclusive representation will not include employees working less than 10.5 hours per week.

Article III
Employees

SECTION 1. "Building Employees": Shall mean unit custodial and engineering employees.

SECTION 2. "Food and Nutrition Employees": Shall mean unit employees who perform work in connection with the Food and Nutrition Program, including preparing, serving, and record keeping.

SECTION 3. "Production, Construction and Maintenance Employees": Shall mean unit employees involved in transportation (driving, delivery and mechanical), maintenance (including skilled trades), technical, routing and production.

SECTION 4. Definition of Full Time
Full time shall be defined as six (6) hours per day (on certified days).

Article IV
Employer Rights

SECTION 1. Inherent 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 District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

SECTION 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

SECTION 3. Effect of Laws, Rules, and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform services prescribed by the District and shall be governed by the Laws of the State of Minnesota, and the District rules, regulations, and directives and orders issued by properly designated officials of the District.

The Exclusive Representative also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with terms of this Agreement.

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

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 an employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matters related to the conditions or compensation of public employment or their betterment, so long as the same is not designated 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. No employee may be required to perform labor or services against his/her will.

SECTION 2. Dues Check Off: Employees shall have the right to request and be allowed dues check off as stipulated in M.S. 179A.06, Subd. 6. Such authorization shall continue in effect from year to year unless revoked in writing to the unit by the participant. The unit will advise the business office of any changes in dues rate by December 15th of each year. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the month of September each year. Employees who wish to cancel must do so in writing with the unit by September 30th.

Article VI
Grievance Procedure

SECTION 1. Definitions:

Subd. 1. Grievance: Grievance shall mean all allegations by the Exclusive Representative, unit employee, or a group of unit employees in a dispute or disagreement with the Administration or District as to the application or interpretation of the terms and conditions of employment as found in this Agreement. Said allegation must be filed within thirty (30) days after the incident to be a valid grievance.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to workdays Monday through Friday and shall not include holidays as provided in this Agreement.

Subd. 3. 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.

Subd. 4. Postmark: The filing or service of any notice or document herein shall be timely if it is sent by email, certified or registered mail and such bears a postmark within the time period.

Subd. 5. Decisions: Failure by the Administration or the School Board to render a written decision with the time limit automatically moves the grievance to the next step.

Subd. 6. Time Limits: Failure by the grievant to adhere to the time limits constitutes a forfeiture of the grievance, except that time limits may be extended by mutual assent.

Subd. 7. Resolution: Except after the initial informal meeting, any resolution of the grievance shall be in writing and signed by both parties.

Subd. 8. Wages: Employees shall not lose wages due to their necessary participation in grievance hearings held during working hours.

Subd. 9. Exclusive Representative: Exclusive Representative in this procedure shall mean a three member grievance committee appointed by and/or resource persons retained by the Exclusive Representative. The Exclusive Representative shall provide to the Superintendent of Schools a written list of grievance committee members.

SECTION 2. Procedure:

Subd. 1. Large Groups: This procedure is to apply when the grievance is District-wide or in more than one school building. Within ten (10) days of becoming aware of the grievance, the Exclusive Representative shall file the grievance in writing with the Superintendent's Office. Thereafter, the procedure will follow as outlined below in Step 3 and on.

Subd. 2. Small Groups or Individuals:

Step 1. The grievant(s) and/or Exclusive Representative shall first meet on an informal basis or correspond via email with the concerned immediate supervisor to try and solve the matter. If the grievance is District-wide or covers more than one school building, the Exclusive Representative may file a grievance in writing directly with the Superintendent's Office and the parties will proceed to Step 2. Within ten (10) days after the informal meeting, the immediate supervisor will submit a written response to the grievant(s) and the Exclusive Representative.

Step 2. Within ten (10) days of receipt of the supervisors written response, the Exclusive Representative may present the grievance in writing to the Superintendent's Office. Within ten (10) days of the receipt of the grievance, the Superintendent or his representative shall meet with the Exclusive Representative and attempt to resolve the grievance.

If the grievance is not resolved within ten (10) days of this meeting, the Superintendent will submit a decision in writing to the Exclusive Representative.

Step 3. Within ten (10) days of the receipt of the written decision from the Superintendent, the Exclusive Representative may submit an unresolved grievance to the District by filing with the School Board Chairman or Clerk.

Step 4. Within ten (10) days after receipt of the grievance, the School Board or its designees shall meet with the Exclusive Representative and attempt to resolve the grievance. If the grievance is not resolved, the School Board shall within ten (10) days submit a written decision to the Exclusive Representative.

Step 5. Within ten (10) days after receipt of the School Board's written decision, the Exclusive Representative and the Employer may mutually agree to petition for non-binding mediation. If either party rejects mediation the process moves to Step 6. The mediator will be supplied from the Minnesota Bureau of Mediation Services. This step does not bind either the Employer or Grievant to accept the results of the mediation.

Step 6. Within ten (10) days after rejecting mediation or the closure of Mediation, the Exclusive Representative may submit the grievance in writing to arbitration.

SECTION 3. Arbitration: The District or its designees and the Exclusive Representative shall have ten (10) days to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they shall request a list of arbitrator names from the Commissioner of the Bureau of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list of arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. The parties shall have no more than ten (10) days after receipt of the list of names to select an arbitrator. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding upon these parties. He/she shall have the power to make appropriate awards of compensatory reimbursement, if any. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services.

Article VII
Probation and Discipline

SECTION 1. Probation Period: The first six calendar months of employment of any employee covered in this Agreement shall be a period of probation during which time the District may discharge said employee without cause or notice. Employees will be evaluated at least one time during probation and at the conclusion of probation.

SECTION 2. Discipline: An employee who has successfully completed the probationary period shall be entitled to have the right to representation by the Exclusive Representative or its designee during any disciplinary action. Copies of any materials placed in an employee's file shall be provided to the employee by the supervisor or other appropriate administrative officer. An employee shall be entitled to have a written response included therein. When an employee makes a request for representation, no official action shall be taken until such a representative is present. If the employee's representative fails to initiate a contact with the appropriate supervisor within three (3) working days of such request, the supervisor or other administrative officer may proceed with the necessary action.

SECTION 3. Gross Causes: Employees shall be subject to suspension and discharge for cause pursuant to due process. Causes for suspension or discharge include, but are not limited to:

A. Stealing
B. Use of chemicals unless by prescription or intoxicants while on duty or being intoxicated while on duty
C. Insubordination
D. Incompetent or unsatisfactory performance
E. Abuse of sick leave privileges

SECTION 4. Employee Misconduct: Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct and District Policy #403.

Article VIII
Wage Rates

SECTION 1. Salary Schedule Explanation:

(a) Newly hired employees to District 318 will be placed at Step 1 for the first year (start date through June 30th). After the first year, the employee will be moved to Step 2, effective July 1. A year is any year in which the employee was certified to begin to work prior to February 1.

(b) Employees will move up one step on July 1 of each year, with the exception of those new hires who do not meet the February 1 cutoff as indicated in (a) above.

(c) Any request for advance in salary schedule would have to be for job experience where the person was a full-time employee at a particular skill. (Example: carpenter, electrician, painter, mechanic, plumber, etc.)

(d) Consideration will be given for additional schooling. (Example: college courses, vocational courses, etc.)

(e) Employees previously employed and returning to the district within two years after leaving shall retain their earned years of experience. After two years, the conditions of (a) shall apply.

SECTION 2. Employees Salary Schedule:

Subd. 1. Building Employees:

Class	Description	Step	Hourly Rate 2025-2026	Hourly Rate 2026-2027
A1A	**Custodian** Multi Janitor School **Day Shift**	1	$17.97	$18.37
		2	$19.93	$20.38
		3	$20.34	$20.80
		4	$20.74	$21.21
A1B	**Custodian** Multi Janitor School **Afternoon Shift**	1	$18.13	$18.54
		2	$20.09	$20.54
		3	$20.49	$20.95
		4	$20.91	$21.38
A2A	**Custodian Engineer I** Grand Rapids and Cohasset Elementary Schools, Administration Building, and Bigfork School **Afternoon or Mid-day Shift**	1	$19.61	$20.05
		2	$21.74	$22.23
		3	$22.17	$22.67
		4	$22.60	$23.11
A2B	**Custodian Engineer I** Grand Rapids and Cohasset Elementary Schools, and Bigfork School **Day Shift**	1	$19.86	$20.31
		2	$22.03	$22.53
		3	$22.48	$22.99
		4	$22.92	$23.44
A3A	**Custodian Engineer II** GRHS **Custodian Engineer II w/ CPO Duties** RJEMS **Day Shift**	1	$20.52	$20.98
		2	$22.77	$23.28
		3	$23.23	$23.75
		4	$23.67	$24.20
A3B	**Custodian Engineer II** GRHS **Custodian Engineer II W/ CPO Duties** RJEMS **Afternoon Shift**	1	$20.01	$20.46
		2	$22.20	$22.70
		3	$22.63	$23.14
		4	$23.09	$23.61

Subd. 2. Food and Nutrition Employees:

Class	Description	Step	Hourly Rate 2025-2026	Hourly Rate 2026-2027
B1	**Food and Nutrition** Production Coordinator	1	$21.36	$21.84
		2	$21.67	$22.16
		3	$22.08	$22.58
		4	$22.52	$23.03
B2-1	**Food and Nutrition** Food and Nutrition Bookkeeper	1	$17.84	$18.24
		2	$18.15	$18.56
		3	$18.51	$18.93
		4	$18.87	$19.29
B2-2	**Food and Nutrition** Assistant Production Coordinator Driver	1	$17.51	$17.90
		2	$17.82	$18.22
		3	$18.18	$18.59
		4	$18.54	$18.96
B3	**Food and Nutrition** Middle School Lead	1	$16.55	$16.92
		2	$16.92	$17.30
		3	$17.23	$17.62
		4	$17.58	$17.98
B4	**Food and Nutrition** Production Associate	1	$16.16	$16.52
		2	$16.49	$16.86
		3	$16.80	$17.18
		4	$17.15	$17.54
B5	**Food and Nutrition** Satellite Associate	1	$15.57	$15.92
		2	$15.89	$16.25
		3	$16.19	$16.55
		4	$16.53	$16.90

Subd. 3. Production, Construction and Maintenance Employees:

Class	Description	Step	Hourly Rate 2025-2026	Hourly Rate 2026-2027
C1A	**Transportation** Service Truck Driver	1	$19.53	$19.97
		2	$21.65	$22.14
		3	$22.08	$22.58
		4	$22.52	$23.03
C1B	**Transportation** Bus Driver/Handyperson	1	$19.73	$20.17
		2	$21.89	$22.38
		3	$22.33	$22.83
		4	$22.77	$23.28
C1C	**Transportation** Heavy Duty Mechanic Technician	1	$26.04	$26.63
		2	$28.85	$29.50
		3	$29.41	$30.07
		4	$29.99	$30.66
C1D	**Transportation** Routing Specialist	1	$21.80	$22.29
		2	$24.18	$24.72
		3	$24.67	$25.23
		4	$25.16	$25.73

Production, Construction and Maintenance Employees Continued

Class	Description	Step	Hourly Rate 2025-2026	Hourly Rate 2026-2027
C2A	**Maintenance** Groundsperson, Facility Technician	1	$23.09	$23.61
		2	$25.54	$26.11
		3	$26.04	$26.63
		4	$26.55	$27.15
C2B	**Maintenance** Journeyman Licensed: Electrician, Plumber, Maintenance Technician, Carpenter	1	$26.04	$26.63
		2	$28.85	$29.50
		3	$29.41	$30.07
		4	$29.99	$30.66
C2C	**Maintenance** HVAC Specialist	1	$30.95	$31.69
		2	$33.91	$34.72
		3	$34.51	$35.33
		4	$35.12	$35.96
C2D	**Maintenance** Master Licensed: Electrician, Plumber	1	$32.95	$33.69
		2	$35.91	$36.72
		3	$36.51	$37.33
		4	$37.12	$37.96
C3A	**District Computer/Media-Printing** Technician	1	$22.80	$23.31
		2	$25.25	$25.82
		3	$25.73	$26.31
		4	$26.23	$26.82
C3B	**District Computer/Media-Printing** Technician's Assistant	1	$17.00	$17.38
		2	$18.85	$19.27
		3	$19.24	$19.67
		4	$19.61	$20.05
C3C	**District Computer/Media-Printing** Printer	1	$20.52	$20.98
		2	$22.77	$23.28
		3	$23.23	$23.75
		4	$23.67	$24.20
C3D	**District Computer/Media-Printing** Printer's Assistant	1	$17.01	$17.39
		2	$18.86	$19.28
		3	$19.25	$19.68
		4	$19.62	$20.06

In addition to the above wages, certified members who ended fiscal year 2025, returned for fiscal year 2026, and are actively employed when the contract is fully ratified (signed by both parties), will receive a one-time stipend to be paid on a separate check within 15 business days of the contract being signed. Stipends will be paid at the rate of 1.75% of the employee's base (certified) pay for the 2026 fiscal year.

Computer Technicians (C3A): Beginning upon ratification of this contract, the computer technicians will be paid at the wage rate of C2B.

Routing Specialists (C1D): Beginning upon ratification of this contract, the routing specialists will be paid at the wage rate of C1C.

SECTION 3 – Working Foreman

Subd. 1. A working foreman may be designated for the Grand Rapids Middle School, Grand Rapids High School, Bus Garage, Buildings and Grounds Maintenance Department, and Technology Services Department. The working foremen will do unit work as well as foreman responsibilities.

Subd. 2. The working foreman shall be awarded to the most senior qualified candidate. The position will remain in the Service Employees contract. An hourly stipend will be added to the selected employees normal rate of pay according to the table below. The selection process will include input from building/department employees, the building principal (if applicable), and the supervisor of the unit. The supervisor will have the final decision as to who is qualified. Additional District employees may be involved in the selection process as deemed appropriate by the District and the exclusive representative.

Buildings and Grounds Department $1.00/hour
Transportation Department $1.04/hour
Grand Rapids High School ..... $.75/hour
Grand Rapids Middle School ..... $.75/hour
Technology Services Department ..... $.75/hour

Subd. 3. A bus driving endorsement is required at the time of employment for Heavy Duty Mechanic Technicians and Bus Driver/Handypersons (Classes C1B and C1C) employees or must be obtained within six months of employment as a condition of continued employment. It is the employee's responsibility to maintain the endorsement during the time of employment. Voluntary dropping of bus driving endorsement does not provide the employee with bumping rights.

Subd. 4. A Heavy Duty Mechanic Technician (Class C1C) employee who loses his/her bus driving endorsement due to an inability to pass the school bus endorsement physical, but is still able to perform mechanical duties will not be subject to the above subdivision (Subd. 3). A Bus Driver/Handyperson (Class C1B) employee who loses his/her bus driving endorsement due to an inability to pass the school bus endorsement physical will be subject to Article XVIII, Section 2, Layoff.

Subd. 5. Employees in a Transportation Classification who have a bus driving endorsement and are substitute bus driving will receive the greater of their hourly rate of pay or the bus driving hourly rate of pay.

Subd. 6. A custodial trainer, when employed, will be selected by the facilities director to train all new custodial employees and substitutes. Custodian and custodian engineer employees are eligible to apply. The custodial trainer will receive an additional $1.00 per hour when training and their position will be assigned a substitute.

Subd. 7. A RJEMS custodian that is not in an engineering position, has CPO duties required in their position, and holds the proper CPO certification, will receive an additional $.50 per hour.

Article IX
Longevity

SECTION 1. Longevity pay will be paid to employees that have completed four (4) or more consecutive years of service with the District according to the table below. A year of service is any year in which the employee was certified to begin work prior to February 1 and completed the fiscal year. Employees will be eligible for previous years of service towards longevity if they leave and are later rehired within one year.

Subd. 1. Longevity pay will be:

Starting in Year:	Amount:
5	$0.40
7	$0.60
9	$0.80
11	$1.00
13	$1.20
15	$1.40
17	$1.60
19	$1.80
21+	$2.00

Subd. 2. For food and Nutrition employees to be eligible for longevity pay, they must have completed the 318 Food and Nutrition Accreditation (16 credits every four years).

Article X
Shift Differential

SECTION 1. Shift differential is included in the hourly rate of pay for employees assigned to an afternoon position. Employees will be assigned to an afternoon classification if the majority of their core shift falls between 3:00 p.m. and 7:00 a.m. An employee required to come to work after 11:00 p.m. and before 5:00 a.m. who is not receiving compensatory time or overtime pay will be compensated $0.35 per hour differential pay for all hours worked between 11:00 p.m. and 5:00 a.m.

Article XI
Minimum Call Pay

SECTION 1. Call Out: No employee will be called out to work for less than four (4) hours, although a work shift may be extended for less than four (4) hours. Scheduled event assignments of "building employees" during non-regular building work hours will not be considered a call-out.

SECTION 2. After Hours Phone Calls:
Any employee who is called after hours shall be entitled to fifteen (15) minutes of pay for each work related, non-scheduled after hours phone call. The call must come through a calling tree, district process or only if a supervisor has been unable to be reached. Pay shall only be afforded if the employee addresses an issue and/or resolution is found. The pay shall be in accordance with the Collective Bargaining Agreement.

The employee shall document each call and submit documentation to payroll each pay period.

After hours phone calls, for reason of callouts are not paid, but phone calls which lead to an actual call out, will receive four (4) hours overtime minimum, but in no instance will the employee receive both guaranteed minimum time for a phone call and call out.

Article XII
Building Protection

SECTION 1. There has been a differential granted to the Chief and Shift engineers who are required to fire boilers, clean flues, and to check buildings on non-school days.

SECTION 2. The Director of Facilities or a designee will establish a building check schedule which shall comply with the Department of Labor and Industry rules and state regulations:

SECTION 3. Each building will be checked on the days identified by the Director of Facilities or designee (in accordance with Section 2 of this Article) by a qualified employee.

The employee assigned to the engineer position in the building, if qualified, will be expected to complete the building checks in their building. If the employee is unable to complete a check, advance notice will be given to the Director of Facilities. If there are other qualified employees assigned to the building needing a building check, they will be given an opportunity to complete the building check in the engineer's absence. Building checks not able to be completed by a building employee will be available by seniority to qualified individuals.

Employees completing a building check will be compensated for one (1) hour of standard call time. The Grand Rapids High School/Reif Center and Robert J Elkington Middle School will be compensated for two (2) hours of standard call time.

A record must be kept each time the building is checked, and time must be submitted using the district's electronic timekeeping system.

SECTION 4. Those employees who obtain a boiler license or upgrade their boiler license will receive a one-time stipend as indicated below. The stipend will be paid no later than 30 days following the date the employee submits a claim for payment.

Certification Type		One Time Stipend
Level	Special	$100
	2nd Class	$500
	1st Class	$750
	Chief	$1,000

SECTION 5. When an employee holding a 2nd class or higher boiler license is responsible for tearing down maintenance on any district boiler, they shall receive differential pay in the amount of $2.00 per hour in addition to their regular rate of pay for all hours worked on the tear down.

Article XIII
Group Insurance

SECTION 1. Health and Hospital Insurance:

Subd. 1. Premium Contributions:

a. The School Board shall contribute 90% toward the premium of single or family coverage for twelve (12) months for all full-time employees who qualify for and are enrolled in the School District Group Health and Hospitalization Plan. This shall be prorated for those employees certified for less than full time. The contribution shall not exceed 100% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber.

b. Food and Nutrition Employees certified in a position of five (5) hours per day (or more on July 1, 2015 AND enrolled in the Health and Hospitalization plan on July 1, 2015 will maintain grandfathered status of this Subd. 2 until such time as they separate service from ISD #318 or choose to post into a less than five (5) hour per day position (a grandfathered food and nutrition employee list is attached to the end of the contract). The School Board shall contribute 90% toward the premium of single or family coverage for 12 months for all food and nutrition employees working five (5) hours or more who qualify for and are enrolled in the School District Group Health and Hospitalization Plan. The contribution shall not exceed 100% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber. This subdivision will be removed from the contract once all grandfathered food and nutrition employees have separated service with the district.

c. **Married Spouse District Contributions**: If a bargaining unit member is married to another district employee, the following will apply in calculating the district portion of the premium(s). The two employees may choose either of the following:
    a. Each takes a single plan. No change will be made to calculating the district cost of premiums; the district will contribute the single district portion of the premium for each employee according to their applicable contract.
    b. The employees may choose to have one family plan. If a family plan is selected the district will pay the contractual district portion of the premium for the policyholder. The non-policyholder spouse will be eligible for district paid premiums up to the single district portion of the premium for their applicable contract. The district will never pay more than the full cost of the family premium.

Subd. 2. Insurance Plan:

a. Effective 10/1/23 all active employees who qualify for and are enrolled in the school districts group health and hospitalization plan shall have the Board approved high deductible healthcare plan with a Health Savings Account (HSA).
b. Those that retire prior to 10/1/23 will be grandfathered into the plan they retired on. Those that retire on or after 10/1/23 will have the same plan as active employees.
c. The single plan will have the minimum required deductible to offer an embedded deductible plan[1], currently 3,300 (2025) and 3,400 (2026) per year. The family deductible will be double the single deductible, currently 6,600 (2025) and 6,800 (2026) per year.

Subd. 3. HSA Contributions by the District: District contributions into participating employee's HSA shall be as follows:

- The employer will contribute 50% of the annual deductible for each active single and family plan.
- As the IRS increases the deductible the District's annual contribution will automatically increase and be equal to half of the new deductible.
- District HSA contributions will be prorated for partial years of service, partial years on the plan, or movement mid-year between a single or family plan. Proration will be calculated by taking the annual contribution and dividing by 12 months in the year. The employee will receive that calculated monthly amount for each month they are enrolled in the plan, at the level they are enrolled (single or family).
- In the event the District decides to change the medical plan year and a shortened medical plan year is needed to implement the new plan year, the District will contribute the full year's HSA contribution for the partial year.
- In the event the employee notifies the district they are not eligible for a HSA, no money will be paid into the HSA for the employee, and no additional benefits will be made in lieu of the HSA contribution.

Subd. 4. HSA Disbursements: Beginning in the 26-27 plan year, HSA contributions will be made two times per year on the October 15th and April 15th paychecks.

Subd. 5. Hardship: Should an employee lack sufficient funds in their HSA account for verifiable medical debt, they may, at the employee's option, request an advance of contractually afforded deductible contributions. The district will disperse monies for employee requests upon submission of the appropriate form in amounts not less than $250.00. The District will never contribute more than will be owed into the employees HSA for the remainder of the fiscal year. This form can be accessed by contacting the payroll department.

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[1] The Internal Revenue Service (IRS) requires that the minimum statutory deductibles for plans with HSAs be indexed for inflation. To remain compliant with IRS rules and offering an embedded deductible plan, the yearly deductibles will increase in future years. Increases will be the minimum required on a single plan to offer an embedded deductible, and family deductible will be double the single.

Subd. 6. New employees must make individual application for such insurance within 30 days of their employment by the school district in order to qualify for membership. If application for insurance is made after the 30 day period, the employee will follow late enrollment procedures as directed by the plan document.

Subd. 7. Any changes between single and family coverage must be applied for by the individual employee.

Subd. 8. Employees whose service has been terminated are entitled to eighteen (18) months coverage under this policy; if terminated employee assumes the full cost of the policy as per COBRA.

Subd. 9. Employees whose hours are reduced below full-time status may have District contribution for health insurance reduced proportionately to previous certified hours.

SECTION 2. Life Insurance: The District will provide a $20,000 life insurance policy for all full time employees. Additional insurance may be purchased by the employee according to the district insurance policy. Life insurance will follow the parameters set in the life insurance policy. i.e.: working past the age of 70 will see a reduction in life insurance value. NOTE: Grandfathered exception to the full time qualification are listed on page 28. Grandfathered status language will be removed upon retirement of all individuals listed as having grandfathered status.

SECTION 3. Income Protection Plan: The District-paid income protection plan is available to all employees certified at least 600 hours. Acceptance of the plan is voluntary on the part of the employee. No additional compensation will be paid to those who do not choose to accept the plan.

Article XIV
Leave Time

SECTION 1. Earned Sick and Safe Leave:

Subd. 1. Employees shall accrue earned sick and safe leave (sick leave) at the rate of one (1) day per month of active employment in the District. A day shall equal daily certified hours.

Subd. 2. An unlimited number of days can be accumulated for sick leave.

Subd. 3. Sick leave is allowed for the family members and usage reasons indicated in MN Statute 181.9445-181.9448. If Minnesota's Earned Sick and Safe Time Law goes awy or the relationships change, employees will be able to use sick leave for the following reasons and relationships: personal illness of the employee or to care for the illness or injury of the employee's immediate family, which includes spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, and father-in-law.

Subd. 4. If an employee is unable to work, said employee shall enter their absence using the district's absence system. If the employee is unable to enter their absence they must notify the immediate supervisor in advance of the shift. Management will assign another member of the unit or a substitute to report for the absent employee whenever possible.

Subd. 5. The School Board may require an employee to furnish a medical statement only as allowed in Statute. In cases where an employee has excessive absenteeism, the Board of Education, at its expense, can demand an examination by a physician of its choice.

Subd. 6. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 7. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 8. Employees using two (2) or fewer sick days in the July-June school year, will have one (1) additional vacation day added to their vacation total for the next school year.

SECTION 2. Vacation: All 12-month employees are entitled to vacation. Vacation will be pro-rated for those not working five days per week or working less than eight (8) hours per day.

Subd. 1. Employees can hold no more than 24 months of vacation accruals at any given time.

Subd. 2. Employees will earn vacation according to the table listed below. A year of service is any fiscal year in which the employee was certified as a bargaining unit member prior to February 1st and completed the fiscal year. Employees employed on or after February 1st will receive pro-rated vacation but the partial year will not count as a year of service. Those leaving the district mid-year will receive prorated vacation.

Years of Service Completed	Entitlement
0	13 vacation days per work year (pro-rated)
1 - 5	13 vacation days per work year
6 - 9	18 vacation days per work year
10 - 18	23 vacation days per work year
19+	28 vacation days per work year

Subd. 3. Vacation requests shall be submitted to and approved by immediate supervisor. Where there is a conflict in request, District seniority will prevail. Employees shall generally submit their request for vacation of two weeks or less seven days in advance. Requests for vacation of more than two weeks shall be submitted 30 days in advance. The Director of Facilities or designee will grant those requests insofar as possible. In schools with two custodians, only one will be allowed vacation at one time. In schools with more than three custodians, only three will be allowed vacation at a time.

Subd. 4. Employees may request up to three (3) weeks of vacation during the school year, providing vacation time has been earned and a suitable replacement can be found.

Subd. 5. A maximum of three (3) food and nutrition employees within the Grand Rapids and Cohasset sites may be on a planned absence on any one day. Approval of the request for personal leave is contingent on the availability of a substitute. This may be any combination of one employee per site or two (2) employees from the production kitchen. Satellite sites are limited to one planned absence each on one day. This section does not include sick leave or long term leave. This section does not include the Bigfork location absences.

Subd. 6. Any employee who leaves employment of the District shall be paid for any unused vacation days on record. In the event of death of an employee, earned vacation pay will be paid to the surviving spouse or estate.

Subd. 7. Any full-time employee using two (2) or fewer sick days in the July-June school year, will have one (1) additional vacation day added to their vacation total for the next school year.

SECTION 3. Holidays:

Subd. 1. In addition to vacation, employees certified for 12-months shall have the following paid holidays:

A. Labor Day
B. Christmas Eve Day

C. Christmas Day
D. Thanksgiving Day
E. New Year's Day
F. Martin Luther King Jr. Day when school is not in session
G. Good Friday
H. Juneteenth
I. Fourth of July
J. Memorial Day
K. President's Holiday (or a day in lieu thereof to be determined by Exclusive Representative and Superintendent)
L. The day after Thanksgiving (or a day in lieu thereof, to be determined by Exclusive Representative and Superintendent)
M. Easter Monday (or a day in lieu thereof, to be determined by the Exclusive Representative and Superintendent)
N. One floating holiday will be allowed each fiscal year (July 1 – June 30) at the individual employee's option. New hire eligibility for a floating holiday is defined as 12 month employees certified to work prior to February 1st.

Subd. 2. Food and nutrition employees who work on the following scheduled holidays shall be paid time-and-one-half for hours worked on such days:

A. New Year's Day
B. Memorial Day
C. President's Day
D. Juneteenth
E. Fourth of July
F. Labor Day
G. Thanksgiving Day
H. Christmas Day

SECTION 4. Bereavement Leave

Subd. 1. Up to 5 days of leave is allowed for the death of an employee's relatives as follows: Spouse, child, spouse's child, sibling, parent, grandparent, spouse's parent, spouse's sibling, spouse's grandparent, and grandchild.

Subd. 2. The number of funeral days allowed is to be determined by the Superintendent or his designee on a case-by-case basis depending upon distance and related factors.

Subd. 3. Request for bereavement leave for persons other than those cited above will be deducted from the employee's sick leave balance for up to two days per year. At the Superintendent's discretion, additional time off may be granted for this purpose.

SECTION 5. Personal Leave:

Subd. 1. Less than 12 month employees will be granted four (4) days of leave per school year without salary deduction for personal or emergency circumstances. Employees unused personal leave days remaining on June 30 of each year will become sick leave days to be carried over to the following year or will be paid out at the end of each fiscal year upon the employee's request. Personal days need to be used before unpaid absences will be considered.

Subd. 2. Requests for personal leave must be made using the district identified system.

Subd. 3. Employees employed less than full-time will be granted a proportionate amount of leave under the terms of this Section. Those employees who work full days for a portion of the year may elect to take leave either as the correct portion of a workday each year or as full day after a full day's leave has been earned.

Subd. 4. Any Less than 12 month employee using two (2) or fewer sick days in the July-June school year, will have one (1) additional personal day added to their personal total for the next school year.

SECTION 6. Leave of Absence:

Subd. 1. All personnel covered by this agreement who have at least one year of continuous service are eligible to request a long-term leave or a short-term leave. For "building employees" and "production, construction and maintenance employees", long-term leave shall mean more than ninety (90) calendar days and short-term leave shall mean ninety (90) calendar days or less. For food and nutrition employees, long-term leave shall mean more than seven (7) scheduled work days and short-term leave shall mean seven (7) scheduled work days or less.

Subd. 2. Granting of leaves of absence may depend upon the purpose of the leave and ability to fill the position vacated.

Subd. 3. Written requests for leave, including proposed commencement and return to work dates and reasons, should be submitted to the appropriate supervisor sixty (60) calendar days prior to the beginning of the requested leave when possible.

Subd. 4. If an employee decides not to return to the district after a long-term leave of absence, the employee must notify the appropriate supervisor, in writing, thirty (30) calendar days prior to leave expiration date or the employee will be terminated.

Subd. 5. The employee's seniority shall continue to accrue for short-term leaves and long-term leaves that are granted for medical reasons. The employee's seniority shall not continue to accrue for long-term leaves other than those granted for medical reasons.

Subd. 6. An employee on leave of absence shall not be eligible for fringe benefits at district expense during the leave period but may participate at the employee's own expense.

Subd. 7. Positions vacated due to short-term leaves (minimum of 15 working days to a maximum of 89 working days) or long term leaves (more than 89 working days) will be filled with a qualified employee using the job transfer request form to determine the most senior/qualified employee. If a qualified employee cannot be found, then a qualified substitute should be hired. The employee returning from short-term leave shall be returned to said employee's original position at the end of the short-term leave unless said position is affected by staff reductions.

Subd. 8. Employees returning from a long-term leave shall be returned to the same or a like position and rate of pay.

SECTION 7. Court Leave

Jury Duty: An employee serving on jury duty will be paid an amount which, together with stipend received for jury duty, will be equal to said employee's regular wage in accordance with State law.

Court Duty in relation to position with School District: An employee appearing in court under subpoena relating to their employment with the school district will be paid an amount which, together with salary received for witness fees, will be equal to said employee's regular wage.

Court Duty for non-district purpose: An employee, when subpoenaed as a witness, defendant, or plaintiff, shall be granted a day of emergency leave, if annual emergency day is available, without loss of pay. Time beyond available emergency leave will result in either the use of paid personal leave (if available) or an approved absence without pay.

Court Duty in relation to litigation between employee and the District: If the employee's absence is caused by litigation between the employee and the District, the absence will result in an approved absence without pay.

SECTION 8. Military Leave
Military leave shall be granted pursuant to applicable law.

SECTION 9. Family and Medical Leave
FMLA leave shall be granted pursuant to applicable law.

SECTION 10. Unpaid Time
Food and nutrition employees will be allowed up to ten (10) days per two-year period. Unpaid time will be approved and managed by the Food Service Director using the procedure written by employees and Director that has been approved by the School Board.

SECTION 11. Leave Minimum Increment
Sick leave, vacation time, or personal leave, when used, will have a minimum of one hour deducted from the accumulated total.

SECTION 12. Compensatory Time Off
12-month, 40 hour per week employees may opt to take compensatory time off in lieu of overtime if pre-approved by their supervisor. Compensatory time off shall only be accrued for overtime hours and shall be earned at the rate of one and a half hours per overtime hour comped. Compensatory time will be tracked in accordance with the district procedure.

SECTION 13. Job Related Training & License

Subd. 1. Paid time off is available with supervisor pre-approval for job related training.

Subd. 2. For any position requiring a license/certification, the District will reimburse the employee for the cost of the license/certification, including renewals.

Subd. 3. The School Board shall pay for fees incurred in connection with food and nutrition employees completing the certification program.

Subd. 4. The District shall offer all training opportunities in a fair and equitable manner without favoritism or disparate treatment. Disputes over offerings shall first be addressed in a Labor Management Meeting. Should no resolution be reached, such dispute shall be settled through the regular grievance procedure.

Article XV
Retirement Insurance and Severance

SECTION 1. Retirement Insurance: Retired insurance applies to employees effective July 1, 2002.

Subd. 1. <u>Group I – Employees hired prior to July 1, 2007</u>
The District contribution for retiree's medical insurance for those employees hired prior to July 1, 2007 (Herein identified as Group I) shall be as follows:

Retirement date on or after July 1, 2019 - the District shall contribute 90% of the premium cost each single coverage subscriber and each family coverage subscriber, except that at no time shall the District be responsible for contributions toward the cost of such premium in an amount exceeding 100% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber.

Retirement date between July 1, 2015 to June 30, 2019 - the District shall contribute 90% of the premium cost each single coverage subscriber and each family coverage subscriber, except that at no time shall the District be responsible for contributions toward the cost of such premium in an amount exceeding 90% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber.

Retirement date between July 1, 1998 to June 30, 2015 – the District shall contribute 75% of the premium cost each single coverage subscriber and each family coverage subscriber, except that at no time shall the District be responsible for contributions toward the cost of such premium in an amount exceeding 75% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber.

Retirement date prior to July 1, 1998 – the District shall contribute 70% of the premium cost each single coverage subscriber and each family coverage subscriber, except that at no time shall the District be responsible for contributions toward the cost of such premium in an amount exceeding 70% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber.

A. Years of Service Requirement
Employees hired prior to July 1, 2004 must have served in a certified position in the District for at least the equivalent of ten (10) years full-time prior to retirement. Employees hired after July 1, 2004 must have served in a certified position in the District for at least the equivalent of fifteen (15) years full-time prior to retirement.

B. Health plan enrollment requirement
The retiree must be a member of the Health and Hospitalization Insurance Plan immediately preceding retirement.

C. Age requirement
Contributions by the District for eligible retirees under age 55 will begin at age 55, except for retirement due to medical reasons.

D. Continuous membership requirement
Retirees must maintain continuous membership in the Health and Hospitalization Insurance Plan to receive a contribution by the District. Retirees who are eligible for Medicare (parts A and B) must be enrolled in both Medicare (parts A and B) in order to be eligible for continuation in the health plan.

E. Spouses of deceased retired employees
Spouses of deceased retired employees who have been members of the District Health and Hospitalization Insurance Plan will be eligible for continued coverage.

F. Extended Coverage:
Employees whose services have been terminated or who are placed on unrequested leave are entitled to coverage as allowed by law.

G. Retiree HCSP Contributions: Any active employee hired before 7/1/2007 who retires on the High Deductible Health Plan, who is eligible for retirement and qualified for retiree health benefits, shall have the following contributions into a Health Care Savings Plan. Contributions will be prorated for employees who are less than full-time. In order to be eligible for this payment, the employee must provide notification of retirement to the District at least three (3) weeks prior to retirement.

- 2025-26 - $10,000
- 2026-27 - $8,000
- 2027-28 - $6,000
- 2028-29 - $4,000

- 2029-30 - $2,000

Subd. 2. Group II – Employees hired after June 30, 2007

Post Retirement Health Care Benefits
Beginning July 1, 2007 the district will not provide post retirement health care benefits to any employee hired after June 30, 2007. Retirees in this group (Group II) may be allowed to continue in the district health insurance by bearing the entire cost of the appropriate premium.

A. Years of Service Requirement
Retirees in Group II must have served the District for at least the equivalent of fifteen (15) years full-time prior to retirement.

B. Health plan enrollment requirement
The retiree must be a member of the Health and Hospitalization Insurance Plan immediately preceding retirement. Retirees who are eligible for Medicare (parts A and B) must be enrolled in both Medicare (parts A and B) in order to be eligible for continuation in the health plan.

C. Spouses of deceased retired employees
Spouses of deceased retired employees who have been members of the District Health and Hospitalization Insurance Plan will be eligible for continued coverage.

D. Extended Coverage:
Employees whose services have been terminated or who are placed on unrequested leave are entitled to coverage as allowed by law.

E. District Contribution to a Health Care Savings Plan
District Contributions will be made to a Health Care Savings Plan for Group II employees in the following manner:
Upon completion of 5 years of service as an active employee, the district will contribute $1,000 annually (pro-rated using six 6 hours per day, 260 days per year as full-time) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account for the employee. This contribution will be prorated each year based on the six 6 hour per day, 260 days per year calculation. This contribution will continue annually for the duration of active employment. Employee must be enrolled in the health plan in order to receive this annual contribution.

SECTION 2. Severance and Minnesota Deferred Compensation Plan:

Subd. 1. All "building employees" and "production, construction and maintenance employees" age 55 or over, except as in Subd. 4, will receive severance pay. To qualify, the employee must have worked full-time for a minimum of ten (10) years up to the date of severance. Severance is computed by multiplying two hundred and fifty dollars ($250) by the number of yearly vacation/personal days earned on June 30 of the preceding fiscal year. Severance pay will be payable on the first day of the subsequent calendar year unless otherwise approved by the Superintendent. In the event of death of a qualified employee, severance pay shall be paid to the surviving spouse or estate.

Subd. 2. Food and nutrition employees age 55 or over, except as in Subd. 4, will receive severance pay. All full-time food and nutrition employees, having worked a minimum of ten (10) years, will receive severance pay. This payment is computed by multiplying $35 times the unused sick leave days to a maximum of one hundred fifty (150) days. A minimum number of forty (40) days will be used in this calculation. For employees working less than six (6) hours per day, the benefit will be pro-rated against a six (6) hour work day, i.e., benefit will be the number of hours worked per day divided by six (6) times thirty-five (35).

Subd. 3. Minnesota Deferred Compensation Plan

1. Subject to Minnesota Rules 352.965 and 356.24.

2. ISD 318 will match an employee's contribution into a chosen retirement plan up to $500 per year. An employee may contribute up to the yearly limit set by the above Minnesota rules.
3. The employee must complete five years of consecutive service in the unit and must be certified to work a minimum of 2.5 hours daily at the time to qualify for the Minnesota Deferred Compensation plan. This condition applies to employees hired after 7/1/98 and members of the unit not participating during the 97/98 school year.

4. An employee participating less than 10 years will be eligible for the full early retirement incentive as applicable under Subd. 1 or Subd. 2 less any amount contributed by the District on the employee's behalf into the Deferred Compensation Plan. ISD 318 will pro-rate the district's contribution for those employees working less than six (6) hours per day. For employees working less than six (6) hours per day, the benefit will be pro-rated against a six (6) hour work day.

5. The District will pay its share of FICA and PERA as provided by the Minnesota Deferred Compensation Plan.

6. Effective July 1, 1996.

Subd. 4. Employees hired after July 1, 2003, will not be eligible for Severance pay as described in Subd. 1. or Subd. 2., but will be eligible for Deferred Compensation as described in Subd. 3. Employees hired prior to July 1, 2003 will be eligible for both Severance Pay as described in Subd. 1. or Subd. 2., and Deferred Compensation as described in Subd. 3., except that if the employee has received $5,000 or more in the Deferred Compensation program as described in Subd. 3., parts 1 through 6, then Severance Pay will be zero ($0).

Article XVI
Vacancies and Transfers

SECTION 1. Voluntary Transfers to a permanent position:

Subd. 1. ***Job Transfer Procedure:*** When there is a position vacancy that is to be filled, the District will notify the unit via email and allow no less than three working days for those interested to respond. Seniority rights will prevail subject to the applicant's qualifications.

The president of the Exclusive Representative, or designee, will receive notification of the outcome of the process when it is completed.

Subd. 2. All part-time "building employee" applicants applying and qualify for a posted position shall receive preference over equally qualified non-district applicants and equally qualified less senior unit applicants.

Subd. 3. There shall be a sixty (60) calendar day trial period for any employee who voluntarily transfers. The calendar days shall run consecutively, excluding any approved leaves. Should there be dissatisfaction with the transfer on the part of the employee or the District within this trial period, the employee may reassume the former position with credit for service.

Subd. 4. Unit employees, if qualified, shall be given preference for posted positions and shall be hired before hiring non-unit persons.

Subd. 5. A position will be posted within 30 days of a vacancy occurring unless the Exclusive Representative is presented the reasons for the delay by the District.

Subd. 6. If an employee is promoted into a higher paid classification, they will not take a pay reduction; they shall be paid at the nearest step that is greater than their current pay. This provision does not remove the District's ability to apply higher pay with previous internal or external experience as listed in Article VIII, Section 1, Item (c).

SECTION 2. Involuntary Transfers to a permanent position: Prior to implementing Article VII, Section 3, the Superintendent may move an employee via involuntary transfer in the best interest of the affected employees and the District, subject to acceptance by the other employee transferred. In all instances the union President and the Exclusive Representative shall be notified.

SECTION 3. Temporary Transfer to a Higher Paid Classification: All employees who temporarily replace another employee, and work that employee's entire scheduled shift, shall be paid the wage rate of the higher classification at the same step the temporary employee is currently on.

Article XVII
Work Schedules

SECTION 1. Work Day - Work Week:

Subd. 1. The standard work day for all full-time "building employees" and "production, construction and maintenance employees" shall be eight (8) hours per day, and the work week shall be Monday through Friday. "Building employees" scheduled to work Tuesday through Saturday will work Tuesday through Saturday according to the adopted school year calendar and Monday through Friday for the remaining summer days. The district may also employ part-time employees. All employees who work six (6) hours or more per certified day will be considered full-time. All employees who work less than six (6) hours per certified day will be considered part-time.

Subd. 2. "Building employees may be scheduled Sunday through Saturday as long as their work consists of five consecutive days with at least eight (8) hours in-between shifts.

Subd. 3. Overtime (one and one-half time pay) will be paid for hours worked over eight (8) hours in a day (unless employee is on a 10-hour shift) or over forty (40) hours in a week.

Subd. 4. Overtime (one and one-half time pay) will also be paid for work performed on all Agreement holidays, in addition to holiday pay.

Subd. 5. In lieu of overtime pay, an employee may take an equivalent amount of time off with approval by immediate supervisor.

Subd. 6. For overtime purposes, a working day is understood to be any day service is performed, and such leave with pay days as determined by the Agreement.

Subd. 7. Food and nutrition employees who work weekends (Saturday or Sunday) and are not on overtime status shall be paid $2.00 per hour in addition to regular pay.

SECTION 2. Work Shifts:

Subd. 1. Work shifts for "building employees" and "production, construction and maintenance employees" will be set by the employee's supervisor. Schedules will be listed on the job posting and will not change regularly. If a change is needed, advance notice will be given to the employee. Day shift employees will begin between the hours of 6:00 a.m. and 8:30 a.m. Afternoon shifts will begin between the hours of 2:00 p.m. and 4:00 p.m. On non-teacher duty days when there are no scheduled evening activities or events, the district will allow employees to

shift to day shift. Work shifts for working foremen will be determined by the supervisor based on the needs of the district.

Subd. 2. When school is not in session, basic work shift shall consist of either five (5) eight-hour or four (4) ten-hour days (with one-half hour unpaid lunch) beginning Monday and ending Friday. Work weeks are to be established at least one week in advance subject to the approval of the administration.

Subd. 3. Work schedules for food and nutrition employees will be determined at the beginning of the school year; however, schedules may vary, as determined by the supervisor, for special functions.

Subd. 4. Should a summer program be implemented, qualified food and nutrition employees covered by this Agreement would be hired by seniority at the scheduled pay rate.

Subd. 5. Scheduled event assignments of "building employees" during non-regular building work hours will not be considered a call-out.

SECTION 3. Variances from Standard Work Shifts:

Subd. 1. Flexible schedule: In the event the District deems it necessary for the delivery of services that a "building employee" or "production, construction and maintenance employee" work shifts other than those listed as standard, the District will first attempt to fill the position through mutual agreement with a qualified "building employee" or "production, construction and maintenance employee" and the exclusive representative. If this attempt is not successful, the Exclusive Representative shall meet with the Superintendent or designee to determine how the need can best be satisfied.

Based on this determination, the District and the Exclusive Representative shall develop the necessary waiver(s) to this master agreement to allow the District to fill the position. The position shall be posted internally with the deviation from standard times specified in the posting. If a mutual agreement cannot be reached, the position will remain the same. Once the position has been developed and filled, it will subsequently be posted as developed.

Subd. 2. Short-term variances (seven calendar days or less) from standard work shifts due to emergency situations may be required by immediate supervisor.

Subd. 3. Minor variances from the standard work shifts, upon request of either the employee or the immediate supervisor, will be allowed upon agreement between employee and supervisor. A minor variance is defined as beginning up to 2 hours before the standard work shift or ending up to 2 hours after the standard work shift.

Subd. 4. Variance from standard work shifts on teacher workshop days shall be determined by the immediate supervisor with input from building employees.

SECTION 4. Work Year (Food and Nutrition Employees):

Subd. 1. All food and nutrition employees will be certified to work a minimum of one hundred seventy-one (171) days. Any additional days worked will be paid by claim.

Subd. 2. Food and nutrition employees will be notified as to the anticipated daily hours to be worked and the hourly rate of pay.

SECTION 5. Lunch Periods

Subd. 1. "Building employees" will remain on premises during lunch periods when school is in session. "Premises" means campus of the school to which the employee is assigned. Employees will receive a paid lunch period of 30 minutes on the day's school is in session.

Subd. 2. When school is not in session, "Building employees" may leave the premises for lunch. Employees will receive an unpaid lunch period of 30 minutes on the day's school is not in session.

SECTION 6. Coffee Breaks: Employees are allowed a fifteen (15) minute coffee break for each four (4) hours worked. The supervisor will schedule breaks.

SECTION 7. Emergency Closings: Building, production, construction and maintenance employees are expected to report for work or use paid leave during closure days. Food and Nutrition employees shall be paid for an employee day lost for any school emergency. However, the employee may be required to perform duties on a day in lieu thereof as the School Board or its designated representative shall determine, if any.

Article XVIII
Seniority

SECTION 1. Seniority:

Subd. 1. Seniority is established by continuous service beginning on the date the employee was hired on a permanent basis. The District shall maintain two seniority lists as defined below:

1. "Building employees" and "production, construction and maintenance employees"
2. Food and nutrition employees

Subd. 2. Seniority for those hired on the same date will be determined as first hired by official action of the School Board.

Subd. 3. An employee shall lose their seniority standing if:

a. They voluntarily resign from employment
b. They are discharged for cause
c. They fail to report for work after layoff within fifteen (15) days after recall from layoff or after recall rights end

SECTION 2. Layoff, Reduction in Force or Time: If it becomes necessary because of discontinuance of position, reduction of time, closing of school buildings, or merger of facilities to reduce the unit work force, the following rules will apply:

a. Prior to any layoffs or reduction in force the employer shall serve notice to the Exclusive Representative no later than 30 days prior.
b. Employees shall be laid off in inverse order of seniority by job classification.
c. In the event an employee is laid off or bumped, "building employees" and "production, construction and maintenance employees" will retain seniority in their current position or in a position for which the employee is qualified.
d. Food and nutrition employees will retain seniority only in the classification he/she is employed at the time of discontinuance, or in a classification he/she has served the District.
e. If an employee bumps into another position or classification, the employee will be given reasonable familiarity time as determined by the supervisor and the exclusive representative.
f. A position that incurs a reduction of time can exercise bumping rights.
g. A position which has twenty (20) minutes or more of time added will be posted. This does not include temporary additional assignments.

h. A "building employee" position that incurs a permanent change in work day-work week scheduling can exercise bumping rights.

SECTION 3. Reinstatement:

a. An employee displaced by seniority will have reinstatement rights for two (2) years from date of bump or lay-off for a position from which the employee was released or a position for which the employee is qualified.
b. Employees shall be reinstated by seniority.
c. Failure to return to work within fifteen (15) calendar days of notice of reinstatement shall terminate all rights to recall.
d. Notice of reinstatement shall be in the form of a registered letter sent to the Employee's last address on file with the Employer. It shall be the Employee's duty to notify the Employer of any address change.
e. No new employee will be employed to fill a vacant permanent position if an Employee is available from the layoff list with the proper qualifications based on the current job description.
f. Refusal or failure to accept reinstatement for a position for which the Employee on layoff is qualified shall terminate all right to recall.

SECTION 4. Seniority as it Applies to Overtime Assignments or Additional Hours:

Subd. 1. Overtime assignments will not be considered a call-out. Employee acceptance of offered hours will be permissive. Overtime and/or extra hours shall be offered to the most senior, qualified employee. In the event no employee is available, a qualified substitute will be scheduled. Substitutes or non-unit employees are to be hired for the lowest possible number of hours.

Subd. 2. Overtime and/or additional hours shall be first offered to the qualified most senior food and nutrition employee by building or department. Substitutes or non-unit employees are to be hired for the lowest possible number of hours.

SECTION 5. Seniority as it Applies to Vacation Conflicts: Seniority shall apply where there is conflict in requests for vacation.

Article XIX
Miscellaneous

SECTION 1. Work Uniforms and Name Tags:

Subd. 1. The employer has rolled the uniform stipend into the basic salary schedule. Employees shall ensure uniforms are in excellent repair when worn on duty. For those employees who are required to wear a district branded shirt, the district will provide up to five (5) shirts each year, as requested by the employee. For new hires, the supervisor will determine a reasonable schedule of disbursement for their first year.

Subd. 2. The director of each program area will set the 'requirements' for the appropriate uniform and all staff within that program are required to comply with the uniform standard. Requirements will be posted in each building break location.

Subd. 3. Uniforms must be worn on the job only. Employees are responsible for keeping them in good repair, and in presentable condition.

Subd. 4. No uniform shall be altered, but they may be tailored for an appropriate fit.

Subd. 5. Employees will be permitted to wear shorts during the summer months. The parties agree to meet with their supervisor and discuss the length, color and style of shorts. The school shall not supply the shorts.

Subd. 6. Employees found not to be in compliance with the stated requirements may be written up and given 7 days to obtain (or order) the article found to be in disrepair or not fulfilling the uniform requirement. Failure to comply with the required uniform standard will be grounds for disciplinary action.

SECTION 2. Training/Familiarity Time: For "building employees" and "production, construction and maintenance employees", a mentor will take time to show new and transferring employees what to do, how the District does things, and where things are located.

SECTION 3. Employees Out of Town on School Business:

Subd. 1. Employees will be compensated for meals as per School District policy when traveling out of town on school business.

SECTION 4. Food and Nutrition Employee Meals

Subd. 1. Food and nutrition full-time employees will be allowed one meal per day to be eaten during their scheduled lunch or coffee break.

Subd. 2. Food and nutrition part-time employees will be allowed one meal per day; however, if they work less than four (4) hours per day, it must be eaten at the end of their scheduled work day.

SECTION 5. Personnel Files: Employees shall have the right to inspect and obtain copies of any public or private data about themselves contained in their designated personnel file subject to Minnesota Governmental Data Practices Act and as outlined by District policy.

SECTION 6. Extra District Agreements: The parties agree that the primary provider of maintenance, custodial, transportation maintenance, and child nutrition services is Independent School District 318 and any cooperative venture agreements between District 318 and other school districts, consortiums of districts or agencies shall provide that work contracted to other districts or consortiums of districts or agencies shall be at wage and benefit levels of this contract and work purchased will be at the wage and benefit levels of the other districts.

The parties agree that, prior to entering into any such cooperative venture agreements between District 318 and other school districts, consortiums of districts or agencies, Local 207-1 shall be notified in writing, and, upon request of the Local 207-1, the intention must be brought to Meet and Confer. Any area of that intention which impacts on job security and/or the working conditions of the existing staff, shall be referred to the negotiation committee of the Exclusive Representative for the purpose of entering into addendum agreements to the Master Agreement.

SECTION 7. Pay Periods:

Subd. 1. Pay periods will be regularly scheduled throughout the year. Pay will be provided following the end of the pay period in which it is worked, per the payroll calendar that will be released in June of each year.

Subd. 2. All salary and wage payments due to employees will be done through direct deposit except for instances of written objection per M.S. 177.23, Subd. 4.

SECTION 8. Physical Examinations:

Subd. 1. Employees required to have a bus endorsement to perform their work will be reimbursed for the required physical every two years. Reimbursement will also be made for tests/exams relating to the required physical components.

SECTION 9. Snow Plowing:
At the district's discretion, we can train custodial employees with an interest in serving as additional snow plowing support. Up to three custodians may receive training in snow removal equipment. Once qualified, additional hours may be offered to qualified custodians based on district need. If a custodian snowplows, they would need to complete their normal shift. Payment for additional hours will be in the form of compensatory time or overtime pay at the employee's discretion.

DURATION

This Agreement shall remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027; and thereafter until modifications are made pursuant to P.E.L.R.A. as amended. If either party desires to modify or amend this Agreement after July 1, 2027, it shall give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations on or before April 1, 2027.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR INDEPENDENT SCHOOL DISTRICT NO. 318

Chairperson

Clerk

Chief Board Negotiator

FOR EXCLUSIVE REPRESENTATIVE

President

Negotiator

Negotiator

Negotiator

AFSCME 65 Labor Representative

Dated this 20th **day of** Jan. **2026**

Service Unit – Grandfathered Status Clarification

Grandfathered status employees (by name) identified for
*Article XIII – Group Health Insurance, Section 1, Subd 2
^Article XIII – Group Life Insurance, Section 3
#Article XV - Retirement Insurance and Severance, Section 1, Subd 1

~~#^*CA #1709~~
~~#^*DB #295~~
~~#*LC #2170~~
~~#*RE #956~~
~~#*LG #2859~~
~~#^*DG #305~~
~~#*DH #1031~~
~~#*BM #1133~~
*CM #4560
~~#^*KW #2731~~
~~#^*SW 2732~~

No others will be considered for grandfathered status within this section and Subd.

FOR INDEPENDENT SCHOOL DISTRICT NO. 318

Chairperson

Clerk

Chief Board Negotiator

FOR EXCLUSIVE REPRESENTATIVE

President

Negotiator

Negotiator

Negotiator

AFSCME 65 Labor Representative

Dated this 20th **day of** Jan. **2026**

Memorandum of Understanding

Custodial Trainer

Beginning on the first day of the month following contract ratification, until a new contract is entered into, the below language about custodian training will take the place of Article VIII, Section 3, Subdivision 6.

Regular employees who are new to the district or new to a site will be provided training. The training will be by a custodian at the same building, whenever possible. The employee providing the training will receive an additional $1.00 per hour when training. The individual responsible to train will be assigned by the department, and whenever possible will be someone working the same shift as the new employee.

FOR INDEPENDENT SCHOOL DISTRICT NO. 318

Chairperson

Clerk

Chief Board Negotiator

FOR EXCLUSIVE REPRESENTATIVE

President

Negotiator

Negotiator

Negotiator

AFSCME 65 Labor Representative

Dated this 20th **day of** Jan. **2026**

Memorandum of Understanding

Unqualified or Unlicensed Custodian Engineers

On occasion the district posts a custodian engineer position and is unable to find a qualified candidate internally or externally. In the instance the district determines a need to fill, it shall be re-posted internally per the posting requirements of the collective bargaining agreement. This memorandum of understanding will outline the rights of the unqualified or unlicensed custodian, other unit members, and the district.

Definitions:

- **Unqualified custodian:** An unqualified custodian is defined as a custodian engineer who has a boilers license but does not hold the required license for the position they are in.
- **Unlicensed custodian engineer:** An unlicensed custodian engineer is defined as a custodian engineer who does not hold a boilers license who is in a position that requires a boilers license.
- **Trial period:** A trial period is defined as a period of time in which the unqualified or unlicensed custodian may hold a position while working towards qualification. The initial trial period will begin on the day they start or transfer into the position.

Understandings:

- During the trial period the employee will have rights to remain in the position unless they are not making progress to become qualified.
- During the trial period the district will not post the position.
- During the trial period no other internal or external individuals will be allowed to take the position from them.

Payment:

- If the employee does not hold an active boiler license (special or higher), they will be paid at the custodian rate of pay (A1A or A1B).
- If the employee holds a special license and their positions requires a 2nd class license or higher, they will be paid the custodial rate plus $0.50 per hour.
- If the employee holds a 2nd class license and the position requires a class 1 or higher, they will be paid the custodian rate plus $1.00 per hour.
- If the employee holds a 1st class license and the position requires a chief license, they will be paid the custodian rate plus $1.50 per hour.

Time Periods:

- **Special Licensed Position:**
  - If the district employs an unlicensed unqualified custodian engineer in a position that requires a special boilers license, the employee will be provided with a 6 calendar month trial period.
- **2nd Class Position:**
  - If the individual holds a special boilers license, they will be provided with a 15 calendar month trial period or 3 calendar months from when they are eligible to test, whichever is less.
  - If the individual is unlicensed, they will be provided with a 6 calendar month trial period to obtain their special license and an additional 15 calendar month trial period to obtain their 2nd class license beginning on the date of the special license being awarded.

- **1st Class Position:**
  - If the individual holds a 2nd class license, they will be provided with a 27 calendar month trial period or 3 calendar months from when they are eligible to test, whichever is less.
  - If the individual holds a special boilers license, they will be provided with a 15 calendar month trial period to obtain their 2nd class license or 3 calendar months from when they are eligible to test, whichever is less, and an additional 27 calendar months trial period to obtain their 1st class license beginning the date they obtain their 2nd class license.
  - If the individual is unlicensed the employee will be provided a 6 calendar month trial period to obtain their special boilers license, an additional 15 calendar month trial period to obtain their 2nd class license beginning on the date the special license is awarded, and an additional 27 calendar month trial period to obtain their 1st class license beginning on the date their 2nd class is awarded.
- **Chief Licensed Position:** In the event the district hires an unlicensed or unqualified chief engineer, the district and the unit will meet to negotiate the terms.

Non-compliance with Time Periods

- Should an employee not become qualified by the deadlines set forth above, they will lose rights to the position.
- Should an employee miss any deadline set forth above they will lose rights to the position.
- If an employee is eligible to test based on the state guidelines and is not testing or attempting to test, they will lose rights to the position.

If the employee is removed from the position, they have the following options:

- Move to an open custodian position, if available
- Drop to the substitute list
- Resign from employment

This memorandum will expire at the conclusion of this contract; 6/30/2027. At that time, it may be added into the contract through collective bargaining, or it will expire. Should either party wish to enter into discussion related to amendments to this MOU, the parties agree to meet and confer.

FOR INDEPENDENT SCHOOL DISTRICT NO. 318

Chairperson 1/20/26

Clerk 1/20/26

Chief Board Negotiator 1/20/26

FOR EXCLUSIVE REPRESENTATIVE

President

Negotiator

Negotiator

Negotiator

AFSCME 65 Labor Representative

Dated this 20th **day of** Jan. **2026**