

Independent School District 284
Wayzata, Minnesota

and the

School Service Employees Local 284

AGREEMENT

Regarding Terms and Conditions of Employment for Custodial Maintenance Employees

July 1, 2024 through June 30, 2027

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Agreement

This Agreement is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 284, Wayzata, Minnesota, hereinafter referred to as the "Employer," and SCHOOL SERVICE EMPLOYEES LOCAL NO. 284, hereinafter referred to as the "Union."

Article I
Purpose

The purpose of this Agreement is to encourage and increase orderly, constructive and harmonious relationships between the Employer and its employees; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "PELRA").

Article II
Recognition and Dues Check-off

Section 2.1 • Recognition

The Employer hereby recognizes the Union as the exclusive representative for the purpose of negotiating terms and conditions of employment for all Custodial Maintenance employees employed by the Employer who are employed more than 14 hours per week and more than 67 work days per year, excluding supervisory employees, confidential employees, and all other employees.

Section 2.2 • Dues Check-Off

The Employer agrees to deduct dues for membership in the Union, and to forward such dues to the Union, for any individual employee who has authorized such dues check-off. Such dues shall be remitted to the Union monthly.

The deduction authorization notice from the Union will include certification from the Union that the Union has and will maintain a valid authorization from the employee for whom deductions will be made. The District may require a copy of the valid authorization form only if a dispute arises about the existence or terms of the authorization. The dues and/or political action committee deduction(s) authorization remains in effect until the District receives notice from the Union that an employee has changed or canceled their authorization(s) in writing in accordance with the terms of the original authorizing document(s).

The Employer will deduct dues for membership commencing on the first payroll issued fifteen (15) or more days after the dues check-off authorization form is filed with the payroll officer. An individual employee may revoke the dues authorization in accordance with the terms of the dues check-off authorization executed by the employee. Individual employees who have authorized such dues check-off waive all rights and claim for such monies and relieve the Employer and all its officers and agents from any liability thereafter.

Section 2.3 • Union Membership

The Employer recognizes the principle of collective bargaining and will not discriminate against any employee because he or she is or is not a member of the Union.

Section 2.4 • Union Information

The Employer shall inform the union steward(s) of all new hires. Within ten (10) calendar days of the date of hire, the District shall provide the following contact information to the Union, name, job title, worksite location, home address, phone numbers on file with the District, date of hire, email addresses, wage, number of hours normally scheduled to work each day, and number of duty days in the year. Every 120 calendar days the Union may request and the District shall make available to the Union a complete bargaining unit list of employees including the same information.

Section 2.5 • Union Orientation

The District will allow a Union designated representative to meet in person with newly hired employees 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 pay status. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

Article III
Probationary Period and Conditions of Employment

Section 3.1 • Probationary Period

Each new employee shall serve a probationary period of one hundred eighty (180) work days of continuous service. Upon hiring, the Employer shall inform the new employee of the end date of their probationary period. The Employer will provide each probationary employee at least one (1) written performance evaluation within the first ninety (90) workdays during the probationary period. The Employer may terminate a probationary employee without specifying any cause and without recourse to the grievance procedure. After an employee has completed the probationary period, the Employer may discipline or discharge such employee for just cause. Vacation shall be accrued but not taken during the probationary period unless with the approval of the Director of Facilities and Transportation or designee.

Each new full-time employee shall earn and may use up to one (1) personal day during their first six months of employment and shall earn and may use the additional day in their second six months of employment. Floating Holidays may not be used until the custodian has worked six continuous months.

Employees identified as receiving a “factored” rate of pay, shall serve a probationary period of one hundred eighty (180) workdays of continuous service in the newly assigned position. The Employer may return the employee during the probationary period without recourse to the grievance procedure. Likewise, the promoted employee may rescind the promotion during the probationary period except when an employee’s position is filled by a new hire. The reassignment or request to rescind, would be to the position said employee held immediately prior to the promotion. All subsequent postings directly related to probationary position posting would likewise bump back to the position held immediately prior to the promotion.

Section 3.2 • Personnel Files

An employee’s personnel file shall be maintained, made accessible, and destroyed in accordance with Minnesota Statues. An employee shall be supplied with copies of any written disciplinary notices placed in the employee’s file and be allowed to attach a written reply to the notice. Any disciplinary notice which has been in the employee’s file for at least two (2) years may be removed upon appeal by the employee to the Executive Director of Human Resources. Employee may not file a grievance if the appeal is denied.

Section 3.3 • Progressive Discipline

Upon completion of the probationary period as provided in Section 3.1, the Employer may discipline or discharge an employee only for just cause. Disciplinary action shall normally include the following steps, except in cases of serious misconduct:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Termination

Depending on the severity of the issue, the Employer reserves the right to pursue any level of discipline the Employer deems appropriate.

Employees who are subject to the above actions shall have the right to have union representation, if desired, at any meeting with the employer's representative(s). They also have the right to the grievance procedure.

Article IV
Compensation

Section 4.1 • Wage Rates

The following wage rates shall be applicable to employees covered by this agreement during the 2024-2027 contract years.

Full Time Custodians	2024-25	2025-26	2026-27
Step 1	$20.00	$20.30	$20.71
Step 2 - 3	$21.57	$21.89	$22.33
Step 4	$22.89	$23.23	$23.70
Steps 5 - 6	$24.22	$24.58	$25.07
Steps 7 - 10	$26.85	$27.25	$27.80
Steps 11 - 15	$27.11	$27.52	$28.07
Steps 16 - 19	$27.37	$27.78	$28.34
Steps 20+	$29.28	$29.72	$30.32
Part Time Custodians	$20.00	$20.30	$20.71
HVAC Specialist	$46.69	$47.39	$48.34

Part-time employees moving to full-time employment will be placed on Step 2 of the full-time custodian pay scale. Retired employees, who are re-employed as part-time employees, will be placed at Step 4.

Step and pay changes will occur as of July 1 of each year. Such pay changes will be paid on the next regularly scheduled pay day.

Section 4.2 • Compensation

An employee moving between classifications shall be placed on the new wage schedule at the same step s/he was on in the prior classification. A new employee shall normally be placed on step 1 of the wage schedule unless the employer cannot fill a position with an appropriately qualified applicant without higher placement. The employer will notify the union steward(s) of any placement higher than step 1 prior to hiring a new employee. A position posting will indicate the salary scale that is applicable to the posted position. Placement higher than Step 1 shall only apply to the wage rate and not to vacation accrual. The new

employee must have completed the actual number of years of continuous years of service to advance on the vacation schedule as outlined in Section 6.1-Vacations.

Section 4.3 • Pay Procedures

Hourly full-time employees will be paid semi-monthly, (2 times per month). Time sheets approved by their supervisor must be submitted to the Payroll Department according to established schedules. Part-time employees will be paid semi-monthly, (2 times per month) from hourly time sheets approved by their supervisor and submitted to the Payroll Department according to established schedules.

Section 4.4 • Boiler License and Other Required Licenses

New employees are required to obtain a special engineer's license within their first year of employment. All employees who do not possess a special engineer's license shall not be eligible to apply for or be awarded a factored position, unless no internal applicants who apply possess a specialist licensure. If no other applicants for a factored position possess a specialist license, the Employer may award the position to an internal employee. The employees must then obtain any required license within three years from the date of employment to the position and must submit proof of progression by June 1 of each year to the Buildings and Grounds Department and to the Union Stewards. A new employee with a special engineer's license may apply for a factored position under the same terms as other employees. Failure of new employees to obtain a special engineer's license within their first year of employment shall result in the automatic disqualification from future postings which involve a factored rate of pay until they have obtained their special engineer's license.

A newly hired employee must obtain a special engineer's license to be placed on or progress above Step 4 of the salary schedule.

Failure of other non-factored employees to obtain or renew their boiler license and/or other license(s) prior to expiration shall result in the automatic disqualification from future postings which involve a factored rate of pay until they have obtained their special engineer's license and/or other license(s).

Failure of factored employees to show adequate progression towards or to obtain within three (3) years of appointment or renew their boiler license or other required license(s) prior to expiration shall result in freezing their salary including their factor pay.

The Employer shall reimburse all employees for their boiler license renewal every two years or the renewal dates as dictated by the state.

Section 4.5 • Other License

The Employer shall reimburse employees for the renewal of the following required licenses: Commercial Driver's License (Class A with Air Brake Endorsement); Certified Pool Operator; Contractor's License; Refrigeration License; Maintenance Electrician License; Unlicensed Maintenance Electrician.

Section 4.6 • Designated Factored Positions

Designated Factored Positions will receive the monthly wages produced by multiplying the factor indicated below by the individual's wage range specified in Section 4.1. Plus $.10 per hour added to each factored position.

Position Factor	2024-25	2025-26	2026-27
Grounds Foreman	1.215	1.230	1.248
Maintenance Technician I	1.210	1.225	1.243
Senior High Head Custodian	1.190	1.205	1.223
Maintenance Technician – District	1.190	1.205	1.223

CMS Head Custodian	1.175	1.190	1.208
Maintenance Technician - Building	1.175	1.190	1.208
Warehouse Technician	1.175	1.190	1.208
EMS, WMS & OW Head Custodian	1.150	1.165	1.183
Elementary Head Custodian (except OW)	1.125	1.140	1.158
Senior High Night Lead Custodian	1.100	1.115	1.133
CMS Night Lead Custodian	1.100	1.115	1.133
Grounds Technician	1.100	1.115	1.133
Building Maintenance: EMS, WMS, CMS, WHS	1.100	1.115	1.133
Ice Arena/Grounds Technician	1.100	1.115	1.133
Senior High Night Maintenance	1.085	1.100	1.118
Truck Driver	1.085	1.100	1.118
EMS & WMS Night Lead Custodian	1.075	1.090	1.108
WHS 3rd Shift Lead Custodian	1.075	1.090	1.108
Elementary Night Lead	1.065	1.080	1.098
WHS, CMS & OW Day Custodian	1.050	1.065	1.083

If an injury or prolonged illness keeps a designated factored position employee from work, the Employer may name another employee to replace the absent designated replacement for a factored position for a period of ten (10) consecutive workdays, the employee shall receive the appropriate factored position's rate of pay, retroactive to the first day of such temporary assignment.

An employee ("Trainer") who provides training to new employees as part of the Employer's training program for new hires, shall be paid a training differential of twenty-five ($.25) cents per hour. Three master trainers (Elementary, Middle and High School) shall be paid at a training differential of fifty ($.50) cents per hour. This differential shall be paid for all regularly scheduled hours, regardless of whether the trainer is actually providing training to new employees. The Employer will designate which employees are trainers after first soliciting volunteers.

Section 4.7 • Shift Differential

An employee will be paid a second shift differential of $.40 per hour for all hours actually worked on second shift. Second shift is defined as any shift starting on or after 1:00 p.m. Third shift differential is $.60 per hour. Third shift is defined as any shift starting on or after 10:00 p.m.

All second shift employees called in to work first shift to fill in for a Head Custodian or Maintenance person, shall be paid the second shift differential for the day(s). This applies only during the normal school days.

Employees working a split-assignment position shall be paid a split-assignment differential of $.15/hour for all normal work hours.

Section 4.8 • Uniforms

The Employer will provide each new employee with five (5) uniform shirts. Within ten (10) days of the first day of full-time permanent employment, shirts will be provided.

During each successive calendar year the Employer will also provide seven (7) points to each permanent employee to be used to order new uniforms and the employee agrees to return worn uniforms to the Employer for proper disposal.

Section 4.9 • Part-time Custodians

During the duration of this contract, the staffing of part-time custodians shall not exceed six employees. This number does not include summer, seasonal employees or substitute custodians.

Section 4.10 • License Incentive Program

2024 - 2027	
Chief C	$.50/hr
First Class	$.40/hr
Second Class	$.30/hr
Special Engineer's	$.20/hr
CPO	$.50/hr
CDL	$.50/hr
Trade School Diploma (Carpentry/HVAC)	$.35/hr
Refrigerant License	$.35/hr
Maintenance Electrician License	$.35/hr
Contractor's License	$.35/hr
Unlicensed Maintenance Electrician (UME)	$.30/hr
Forklift Operator's License	$.20/hr

These incentives are stackable to a maximum of three and apply to specific position requirements only. All full-time non-factored custodians are eligible for the special engineer's license incentive. Those employees earning new licensure must notify Human Resources of this licensure in order to receive the license incentive. The new license incentive will be paid beginning with the first day of the payroll period immediately following the employee's notice to Human Resources.

For the purpose of this section, the following positions are eligible to receive the following incentives:

		# Allowed
Grounds Foreman	CDL, Boiler License, UME	3
Grounds Technician/Arena	CDL, Boiler License, Forklift	3
WHS, CMS Head Custodian	Boiler License, UME	2
WHS, CMS Night Lead	Boiler License, UME	2
WHS, CMS Building Maintenance	Boiler License, UME	2
EMS, WMS Head Custodian	Boiler License, CPO, UME	3
EMS, WMS Night Lead	Boiler License, CPO, UME	3
EMS, WMS Building Maintenance	Boiler License, CPO, UME	3
Building Maintenance District	CDL, Boiler License, UME	3
Maintenance Technician/Tech 1 – District	Boiler License, UME, Refrigeration MEL, Contractors, TSD	3
Elementary Head Custodian/Night Lead	Boiler License, UME	2
Truck Driver	CDL, Boiler License, UME, Forklift Operator's License	2
Custodian Full-Time	Boiler License-Special Engineer	1
WHS, CMS Day Custodian	Boiler License, UME	2
Warehouse Technician	Boiler License, Forklift Operator's License	2

Article V
Hours and Overtime

Section 5.1 • Definition of Full-Time and Part-Time

The regular work week for full-time employees consists of forty (40) hours, made up of five (5) consecutive days of eight (8) hours each.

A part-time employee is one who works less than eight (8) hours per day and / or less than five (5) days per week.

Section 5.2 • Schedule Changes

The Employer can only change an employee's hours by two (2) hours earlier or later than what the position was posted as. If the Employer needs to make hourly changes of more than two (2) hours, the position would need to be posted and the affected employee would have bumping rights per Section 9.3. The following exclusion(s) would apply: for those employees assigned to work a summer schedule and employees that need to adjust their schedules for night snowplowing in winter months or for emergencies.

Section 5.3 • Overtime and Call Back Rates

All time over forty (40) hours per week shall be paid at the rate of one and one-half times the regular hourly rate. Effective as of July 1, 1986, the Employer may, at its option, grant an employee's request for compensatory time off in lieu of overtime pay, to the extent authorized by the Fair Labor Standards Act, as amended. The scheduling of any compensatory time off requested by an employee shall be subject to approval by the employee's supervisor. Overtime is incurred when an employee renders service at the specific direction of the Employer or its designee in excess of the employees regular forty (40) hour shift. Bereavement absence, family emergency leave absence, sick leave, vacations and holiday absence shall be considered as time worked in calculating overtime.

Employees being called back shall be paid a minimum of two (2) hours. A list of the employees in each building will be maintained in order of district-wide seniority for the purpose of a system of rotation of opportunities for overtime within that building. Any employee who is offered an overtime opportunity, whether accepting the opportunity or not, will not be eligible for another opportunity until such employee's turn on the list comes up again.

Employees on call for snow removal, mechanical break-downs or alarms, would be paid two (2) hours of overtime for the weekend. The employee can either get the specified two (2) hours of overtime or the overtime they actually worked, not both. This would apply only to employees that are designated to be on call for weekends and holidays as specified by the Employer.

Section 5.4 • Four Day Work Week

Employees who would like to work a four-day work week during the summer schedule must request in writing to their Head Custodian/Foreman and the Buildings and Grounds office. Approval will be based on adequate coverage for buildings and the individual departments. The Employer will determine starting times and days of the week for all employees.

Those working four-day weeks will work ten (10) hour days except during the week including Juneteenth and the Fourth of July holiday. During the week, which includes Juneteenth and the Fourth of July holiday, they will work four (4) eight (8) hour days. All buildings must have at least one (1) employee on duty on each regular work day. Employees on four- day weeks who take vacation or sick leave will be charged with 1 1/4 days for each day of absence. Floating holidays must be used in 8-hour increments.

Four-day work weeks may begin on the Monday at least one week following the teachers last work day and shall end on the Friday at least one week prior to the return of teachers to work.

Section 5.5 • Snow Days and Emergency Closing

On snow days or emergency closings, all custodians are expected to report to work; however, the determination of whether the commute to work is practical, reasonable, or safe is left to the judgment of the individual employee. Employees are expected to report for work for all or part of their regular shift as soon as their commute is safe. Reporting for work on a snow day or emergency closing is done on an honor system. No sick leave, personal day, vacation day, or no hourly deduct will be charged against an employee for failure to report on such a day.

Article VI
Vacations and Holidays

Section 6.1 • Vacations

Full-time twelve-month employees shall accrue one (1) day of vacation per month of employment to an annual maximum of ten (10) days. In the first year of employment an employee's vacation shall be prorated from their date of hire through June 30. During the first month of employment, the employee must work prior to the fifteenth (15th) day for these months to be used in computation of vacation time. For vacation accrual, an employee will be given a full year's credit if the employee is hired before January 1 of the fiscal year. Employees hired January 1 or later will not be given credit for that year. Additional vacation time is accrued based on consecutive years of service as a full-time employee. Employees must complete the actual number of consecutive years of service to advance on the vacation schedule as outlined below regardless of the employee's pay rate step.

After three (3) full months of service, new employees may utilize up to three (3) vacation days for use in the first year of employment. These days will be deducted from their year one accumulated vacation.

Employees working 8-hour shifts may, at the discretion of the Head Custodian and Director of Facilities and Transportation or designee, use their accumulated vacation time during non-school days each Friday or Monday, but not both, through the summer break as long as it does not create a hardship for the building or fellow employees. This schedule may start on the Monday at least one week following the teachers last work day and end at least one week prior to the teachers return to work.

Additional vacation time is accrued as follows:

Fifteen (15) days after six (6) consecutive years and able to begin using at the start of the seventh (7th) year of employment.

Sixteen (16) days after twelve (12) consecutive years and able to begin using at the start of the thirteenth (13th) year of employment.

Twenty (20) days after fourteen (14) consecutive years and able to begin using at the start of the fifteenth (15th) year of employment.

Twenty-two (22) days after seventeen (17) consecutive years and able to begin using at the start of the eighteenth (18th) year of employment.

Twenty-five (25) days after twenty (20) consecutive years and able to begin using at the start of the twenty-first (21st) year of employment.

Twenty-seven (27) days after twenty-three (23) consecutive years and able to begin using at the start of the twenty-fourth (24th) year of employment.

Part-time twelve-month employees shall earn vacation according to the schedule for full-time employees, but shall be paid for such vacation based on their normal daily schedule.

Employees shall be allowed to carryover up to ten (10) days of unused vacation into the next contract year.

Each year, an employee may convert five (5) days of unused vacation days, after the ten day carry over criteria is met, to be converted at fiscal year-end to a daily rate of pay and credited to the employee's 403(b) account. Verification of these unused days will be determined by the absence reports submitted through Skyward to Payroll.

Employees are encouraged to schedule their vacations during the summer prior to August 15th, or during the fall, winter or spring breaks when schools are not in session. The Employer will permit a limited number of employees to take vacations during times when schools are in session. The Employer will have sole authority to determine if a vacation is permitted when school is in session. This determination will, primarily, be based on the Employer's ability to cover an employee's responsibilities without hiring substitutes or paying overtime.

No more than two (2) employees per building on custodial staff of four (4) or fewer full-time persons or three (3) employees per building on staffs of five (5) or more full-time persons may take vacations at the same time. In no event shall any building be left unattended. In granting vacation applications, regular vacation periods shall take preference over sick leave trade-in days.

Initial request for all vacations can be submitted at least two months prior to the proposed period; however, final approval will not take place until after the fiscal year. Any changes in schedule or subsequent vacation requests must be made in advance and receive written approval from the employer. In constructing vacation schedules, the person in charge shall give senior employees first choice of dates. The schedule shall be constructed so that as many employees as possible will be satisfied with recognizing that seniority will determine any conflicts. A senior employee shall not have the right to vacation at winter or spring break periods for two years in a row if other employees on the same staff desire vacation during those periods. All summer vacations shall be completed by August 15.

a.) Vacation is accrued on a monthly basis to the maximums illustrated in Section 6.1.
b.) Vacation must be earned prior to the time it is taken.
c.) Vacation time must be used in not less than 30-minute increments.

Section 6.2 • Holidays

There shall be twelve (12) holidays for twelve-month employees. Eleven (11) holidays will be set by the Employer each year and will be consistent with the employer's annual school calendar. If the calendar is modified, the Employer will meet with the bargaining unit stewards to communicate the decision and will attempt to accommodate employee's prior commitments.

If a new employee begins work prior to January 1, they will receive one (1) floating holiday. If work begins between January 1 and March 31, they will receive on-half (.5) floating holiday. If work begins between April 1 and June 30, the employee will not receive a floating holiday.

Floating Holidays shall be determined per individual employee request, where such request(s) do not create a hardship for the Employer. Floating Holidays may not be used until the probationary employee has worked six continuous months. A maximum of one (1) Floating Holiday may be carried over to the next fiscal year.

Part-time twelve-month employees shall receive five (5) paid holidays if they work at least three (3) hours per day/5 days per week, and shall receive seven (7) paid holidays if they

work at least six (6) hours per day. These holidays will be determined by the employee, chosen from the list of Employer designated holidays.

In order to be eligible for holiday pay, an employee must work the last regular work day immediately before the holiday and the first regular work day immediately following the holiday, unless the employee's absence qualified for leave with pay. If the leave is due to sickness or illness, the Employer requires substantiation of illness from a physician.

All work performed on an Employer holiday will be paid at a two times the employee's regular rate of pay unless an employee's regular work schedule calls for work on such holidays. Scheduled work (e.g. boiler checks) will not be performed on an Employer holiday unless it is an emergency as deemed by the Employer.

Section 6.3 • Attendance Incentive

Effective July 1, 2021, full-time employees who have not used more than two (2) sick days or had a non-paid work day (except for pre-approved due to union work) for one full fiscal year (July 1 through June 30) shall earn one (1) floating holiday, to be used during the subsequent fiscal year. An employee shall earn one (1) additional floating holiday for each five (5) consecutive years of perfect attendance, to be used in the subsequent fiscal year.

Article VII
Insurance

Section 7.1 • Group Insurance Policies

During the term of this Agreement the Employer will purchase the group insurance policies described in this Article VII for full-time employees. New employees shall become eligible for insurance benefits as of the first day of employment. Such new enrollment must occur with thirty (30) days of eligibility.

The provisions of this Article VII are merely descriptive of the coverage provided, and the eligibility of an employee for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage.

The Employer's only obligation under the policies described in this Article VII shall be to make the premium payments described in this Agreement, and no claim shall be made against the Employer in the event of a denial of insurance benefits by an insurance carrier.

Section 7.2 • Life Insurance

Each full-time employee is eligible for basic group life insurance coverage in an amount equal to such employee's annual basic salary rounded to the nearest one thousand ($1,000). The Employer pays the full premium for such coverage.

Effective December 1, 1979, the Employer life insurance policy will be amended to provide double indemnity for accidental death.

The District shall provide a program of voluntary supplemental term life insurance. Upon initial hire and during allowed annual enrollment years, an employee may enroll in a maximum of $100,000 of supplemental life insurance without Evidence of Insurability. After initial hire and on years that the coverage is not open during annual enrollment, this voluntary supplemental life program will included the option to elect additional coverage subject to Evidence of Insurability of the applicant. The availability of such coverage shall be subject to all terms and conditions imposed by the carrier. In no event shall such voluntary supplementary coverage increase the premium for the basic coverage provided by the Employer. Voluntary coverage requested by an employee shall be paid by the employee through payroll deduction.

Section 7.3 • Hospitalization and Medical Insurance

The employer will contribute the amount equal to the single premium for the Employer sponsored health plan for each eligible employee enrolled in individual coverage. This contribution may be applied to the single premium in either offered health plan. The employer will contribute towards family coverage one half the difference between the individual and family premium in addition to the individual premium for the Employer sponsored plan for each eligible, participating employee enrolled in a family coverage plan based on the lowest cost plan.

Part-time employees working six (6) or more hours daily are eligible for the employer contribution for a single coverage only.

The District insurance committee composed of five representatives designated by the exclusive representative of the teachers, one representative designated by the administrative staff and one representative designated by each bargaining unit within the classified staff shall recommend to the employer the specifications of the hospitalization and medical insurance plan.

Participation in the insurance program selected will be voluntary. Each employee enrolled under the plan shall contribute through payroll deduction any excess of the monthly premium under the plan over the maximum employer contribution toward the type of coverage for which such employee is enrolled.

Section 7.4 • Long Term Disability Insurance

The Employer will pay the total premium for each full-time employee in the present long-term disability insurance program.

Section 7.5 • Dental Insurance

The Employer will contribute an amount equivalent to the monthly cost of single coverage for each eligible custodian who is enrolled in the District dental plan. The amount may be applied towards employee plus one or family coverage. Participation in the Dental Insurance Program will be voluntary. Each employee enrolled under the plan shall contribute through payroll deduction any excess of the monthly premium over the maximum monthly Employer contribution.

Section 7.6 • Tax-Sheltered Annuities

A Tax-Sheltered Annuity Program shall be available to all employees. Salary Reduction Agreements (SRA) may be submitted for approval at any time during the calendar year. Approved SRA's will be implemented not later than twenty-one (21) days following submission of an accurate application.

The Employer will contribute up to a one percent (1%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin on the first July 1st following completion of one (1) year of full-time employment service. The Employer will contribute up to a two percent (2%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of five (5) years of full-time employment service. The Employer will contribute up to a three percent (3%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of ten (10) years of full-time employment service. Full-time is defined in Section 5.1.

Starting in 2025-26, the Employer will contribute up to a one percent (1%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin on the first July 1st following completion of one (1) year of full-time employment service. The Employer will contribute up to a two percent (2%)

match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of four (4) years of full-time employment service. The Employer will contribute up to a three percent (3%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of eight (8) years of full-time employment service. Full-time is defined in Section 5.1.

The Employer will contribute up to a one percent (1%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for part-time employees, as defined in Section 5.1. The match would begin following the completion of seven (7) years of employment service.

For the TSA match, an employee will be given a full year's credit if the employee is hired before January 1 of the fiscal year. Employees hired January 1 or later will not be given credit for that year.

Section 7.7 • Worker's Compensation Insurance

The Employer shall carry Worker's Compensation Insurance on each employee.

An employee receiving compensation under the Worker's Compensation Act may elect to apply accumulated sick leave credits in order to make up the difference between the workmen's compensation payments and such employee's regular rate of pay. Deductions from sick leave will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid to the employee result in the payment of total daily, weekly, or monthly compensation from all sources in excess of such employee's regular rate of pay.

Article VIII
Leaves and Absences

Section 8.1 • Sick Leave

In conjunction with the income protection insurance provided above, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

Paid sick leave is provided for eight (8) hour employees at the rate of one (1) day of eight (8) hours per month of employment. Employees working four (4) to seven (7) hours earn days of sick leave of four (4) to seven (7) hours, in proportion to their scheduled work day. Unused portions of such sick leave may accumulate up to a total of one hundred twenty (120) days.

An employee may use sick leave for the following reasons:

- an employee's mental or physical illness, treatment or preventative care.
- the mental or physical illness, treatment or preventative care of an employee's family member.
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member.
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency.
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Sick leave covers the employee and the following people:

- their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent)
- their spouse or registered domestic partner
- their sibling, stepsibling or foster sibling
- their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child
- their grandchild, foster grandchild or step-grandchild
- their grandparent or step-grandparent
- a child of a sibling of the employee
- a sibling of the parents of the employee
- a child-in-law or sibling-in-law
- any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- up to one individual annually designated by the employee.

Employer leave forms must be submitted to Human Resources prior to the leave.

The Employer reserves the right to require substantiation of illness after an employee misses three consecutive days or after an employee exceeds eight (8) occurrences in a school year or if an individual has established trends or patterns which may indicate abuse of sick leave.

After an employee has accumulated one hundred twenty (120) days of sick leave, such employee shall be granted one (1) day of vacation time for each two (2) days of sick leave accumulated beyond one hundred twenty (120) days. There shall be no vacation allowance for less than two (2) days segments of accumulated sick leave. The accumulation of sick leave trade-in shall be computed annually at the end of each traditional fiscal year on July 1. The employee shall have the option at that time to either select: Option A - Vacation to be taken during the vacation period following the accumulation of excess days. The employee is eligible to use the trade-in days during the following fiscal year subject to the provisions of Article VI, Section 6.1 Vacations. Option B: Vacation to be placed into a “Severance Bank” to be used only as vacation days at the time of retirement. Vacation days cannot be removed from the “Severance Bank” until the time of retirement. The 2:1 ratio occurs when the days are placed into the “Severance Bank”. Option C: The employee may request a cash payment for the sick leave trade-in days (2:1, up to six (6) days annually) to be paid on the first scheduled pay period following July 1st of each year.

If, when an employee exercises Option A, Option B or Option C, there is a sick leave day segment that is too small to be traded-in for vacation (i.e. one hundred twenty-one [121] days of accumulated sick leave), the employee shall be allowed to carry over the remaining segment into the next fiscal year.

Use of sick leave may qualify for coverage under the Family Medical Leave Act (FMLA). For absences longer than five (5) days contact Human Resources.

Leaves under Sections 8.21 and 8.3 may qualify for Family Medical Leave benefits under the Family and Medical Leave Act. Eligible employees may receive up to a total of 12 weeks of unpaid leave during a 12-month period. The Employer will maintain group insurance coverage for an employee on Family Medical Leave if such insurance was provided before this leave

was taken and under the same terms as if the employee had continued to work. After these twelve (12) weeks, the employee shall pay the entire premium or cancel coverage.

Section 8.2 • Bereavement Leave

Upon advance notice and approval by the supervisor, an employee may take up to five (5) days leave for the death of a spouse/partner, child, step-child, step-parent, grandchild, parent, or sibling without using sick time, personal days or vacation. Upon advance notice and approval by the supervisor, an employee may take up to three (3) days leave for the death of a grandparent, sibling's spouse/partner, spouse/partner's parents, spouse/partner's sibling, children's spouse or relative residing in the employee's household without using sick time, personal days or vacation. There will be no deduction from accumulated paid leave. Any additional days granted at the discretion of the Employer will be deducted from accumulated sick leave.

Upon advance notice and approval by the supervisor, an employee may apply up to three (3) days of accumulated sick leave benefits toward an absence during their basic work year due to the death of other relatives or close friends.

Section 8.3 • Personal Leave

Each full-time custodian is eligible for two (2) days of leave during a fiscal year for necessary absence required for the transaction of personal business which cannot be completed outside the normal work day. If a new employee begins work prior to January 1, they will receive two (2) personal days; if work begins between January 1 and March 31, they will receive one (1) personal day; and if work begins between April 1 and June 30, the employee will not receive any personal leave days. This leave is cumulative up to four (4) days and will not be deducted from sick leave credits. Requests for such leave must be submitted to the Director of Facilities and Transportation in writing at least three (3) workdays in advance, except for emergency situations, and must be approved by the Director of Facilities and Transportation. Personal leave must be taken in 30-minute increments. No more than ten percent (10%) of the members in the appropriate unit will be granted personal leave at the same time. In unusual circumstance, the Director of Facilities and Transportation may elect to exceed the limitations on the number of custodians on personal leave on any given day.

Section 8.4 • Military Leave

Leave of absence for military service will be granted in accordance with all requirements of federal and state law.

Section 8.5 • Special Leaves Without Pay

Special leaves without pay may be granted at the discretion of the Employer. Applications for such leaves must be submitted at least sixty (60) days prior to the proposed start of the leave without pay and shall include the proposed period of leave and purpose for leave. An employee on leave without pay shall remain eligible for all appropriate benefit plans, but must pay the entire premium while on leave.

An employee on leave without pay shall either notify the Employer of their intent to return to their position or shall resign their position at least two weeks prior to the expiration of the leave.

Section 8.6 • Jury Duty

For any employee who is required to serve as a juror, the Employer will make up the difference between such employee's basic salary and the fees received by the employee (less unreimbursed expenses actually incurred during jury service, such as mileage, parking, and meals). In order to be eligible for this supplement, the employee must submit to the payroll office an itemized certification of fees and expenses for the jury duty. Advance notice to the Employer is required for absence due to jury duty to permit the scheduling of a substitute. An

employee is also required to notify the Employer immediately upon being excused from jury duty.

Section 8.7 • Parental Leave

An employee may use up to eight (8) weeks of their accumulated sick leave for the birth or adoption of a child. The leave must be taken within twelve (12) months following the birth or adoption. Parental leave may not be scheduled such that the final date of the parental leave is within two weeks of an employee's effective resignation date, unless otherwise approved by the Employer.

Section 8.8 • Long Term Medical Leave of Absence

If an employee requests and is granted a medical leave of absence, the employee will have the right to return to their former position for a period of one year from the first day of absence. A return to full duty, without restrictions, for a minimum of ninety (90) calendar days would be necessary for subsequent medical leave of absences to not be included in the one-year timetable from the first day of absence.

The employee shall retain and accrue seniority rights during the medical leave of absence. Employees returning to work after one year will have the right to bump the least senior employee in the job classification they left, if qualified. For the purpose of the right to bump described in this section, qualification requires release from all job restrictions. If leave is more than one (1) year, and another employee has accepted the temporary assignment, after one (1) year from the first day of absence, said employee shall be placed into this position without the job having to be posted. If injury or illness occurred at work, employee remains in current position until they return.

Article IX
Seniority

Section 9.1 • Seniority Date

Seniority as a full-time employee shall be based on an employee's length of continuous service from the employee's most recent employment as a full-time employee. Seniority as a part-time employee shall be based on an employee's length of continuous service from the employee's most recent employment as a part-time employee. An employee, who receives an unrequested lay-off notice, shall maintain their seniority date for a period of one year from the date of lay-off. An employee on the part-time seniority list who accepts a full-time position will be placed on the full-time seniority list with a new seniority date as of the first day of work in the full-time position. All benefits and time-off accrual will be calculated using the full-time seniority date. An employee moving from the full-time seniority list to the part-time seniority list will retain the original seniority date. Employees hired on the same day shall have their seniority determined by a lottery at the time of employment. Position not brought into effect.

Section 9.2 • Posting of Seniority Lists

The Employer will post updated separate seniority lists for full-time and part-time employees on November 15 of each year. Said seniority list will include areas of licensure. Any employee may file a grievance challenging the validity of the posted seniority lists within 10 calendar days of the posting. In the absence of a valid grievance, the information on the posted list shall not be subject to any further challenge, and the employer may rely on the posted seniority list.

Section 9.3 • Layoffs/Elimination

On layoffs and/or elimination(s) among positions within all classifications shall be made on the basis of seniority. The last person hired within a classification shall be the first person laid off; provided, however, that employees retained have the qualifications and ability to perform the work available. The employee within the affected classification who is laid off may bump an employee in the same classification on the same shift, with less seniority, or an employee in a lower classification on the same shift with least seniority or the least senior person on either shift provided the laid off employee has greater seniority than the employee being bumped. Written notice shall be given to the Human Resource Services Office within five (5) days from notice of layoff. For the purpose of this section the classification and position sequence are as follows:

Grounds Foreman
WHS Head Custodian Maintenance Technicians - District
CMS Head Custodian Maintenance Technicians – Building Warehouse Technicians
EMS & WMS Head Custodians
Elementary Head Custodians
WHS Night Lead Custodian CMS Night Lead Custodian Building Maintenance Grounds Technicians Ice Arena/Grounds Technicians
Truck Driver WHS Night Maintenance
EMS & WMS Night Lead Custodian WHS & CMS Day Custodian Elementary Night Lead
Evening or Night Custodian
Part-time Custodian

Section 9.4 • Recall

Full-time employees on layoff shall be recalled in order of seniority, as positions become available, to full-time and part-time positions for which they have the qualifications and ability to perform the work. Part-time employees on layoff shall be recalled after full-time employees, in order of seniority, to part-time positions for which they have the qualifications and ability to perform the work. An employee shall be entitled to recall only for a period equal to such employee's length of active service with the Employer or eighteen (18) months from the date of layoff, whichever is less.

Section 9.5 • Posting Positions

There shall be posting of all jobs for a period of five (5) work days. Such posting shall indicate the job location, work hours and days normally associated with the job. The postings shall be distributed to Head Custodians, the Maintenance and Grounds Foreman, and the Steward(s) designated by the union, who shall have the obligation to post positions in a place they have designated for their buildings. Unit members who are awarded a position will be notified within fifteen (15) work days after closing date of the posting.

An employee is not eligible to be awarded a voluntary lateral transfer (transfer to a position within the same classification) more than once every six months. The Employer may (at its discretion) permit additional voluntary transfers, even if six months has not elapsed.

Section 9.6 • Appointment of Regular Custodians

Every employee shall be given the opportunity of applying for any open or vacant position. In making a determination whether to appoint an employee to a vacant or new position, the position will be awarded to the senior qualified employee, however the Employer may award the position to a less senior employee whose qualifications are substantially greater than the qualifications of the senior employee. There shall be no bumping from one position to another except as provided in Section 9.3 Layoffs/Eliminations. For the purpose of Article IX full-time employees shall be given preference over part-time employees.

Section 9.7 • Appointment of Factored Positions

Designated factored positions shall be appointed by the Employer. The leading candidates whose background, abilities, qualifications and seniority best meet the requirements of the position will be interviewed by the administration. The first round of interviews for factored positions shall be internal candidates only.

The position shall be awarded to the candidate whose background, abilities, qualifications and seniority best meet the requirements of the position. If the Employer has determined that two (2) or more applicants are equally qualified, the senior employee shall be awarded the position.

Candidates for Factored positions must hold or must be able to obtain within three (3) years the appropriate boiler license to be considered for appointment.

If a candidate is offered a factored position, but does not hold the appropriate license at the time of appointment, they must submit proof of progression by June 1 of each year to the Buildings and Grounds Department and the Union Steward.

Any applicant not granted such a position has the right to request, the reasons for such a decision. The intent of this action is to increase or correct any qualifications that are lacking in order to be considered for future factored positions.

Section 9.8 • Appointment Notification

When the employer has appointed a Regular Custodian, Head Custodian, Technicians, or any other Custodial or Maintenance employee, the employer shall notify the bargaining unit of the appointment. The notification shall be distributed to Head Custodians, the Grounds Foremen, and the Steward(s) designated by the union, who shall have the obligation to post positions in a place they have designated for their buildings.

Factored Employees: When the Employer has appointed a factored employee, the Employer shall notify the appointee either in person or by a phone call. The appointee shall use discretion until all other applicants have been notified.

Upon acceptance by the appointee, the Employer shall immediately attempt to notify all other applicants using the phone number the applicant has provided at the interview. A written confirmation letter will be sent.

Article X
Severance Pay

Sections 10.1 and 10.2 will apply to employees whose service with the Employer has been full-time and continuous as defined by the Agreement and whose service began prior to June 30, 2018. For employees whose employment with the Employer began after this date, the provisions of the Sections will not be applicable.

Section 10.1 • Severance Pay

Any full-time employee who has completed fifteen (15) or more years of continuous full-time service to the Employer and who is at least 55 years of age shall be entitled to severance pay. The employee shall give notice to Human Resource Services by January 1 of the year in which the employee will retire. The amount of the severance pay shall be determined by adding one-half of the custodian’s unused accumulated sick days to 80 days. The product of the above formula shall then be multiplied by the employee’s last daily rate of pay before retirement.

For the purposes of this section "daily rate of pay" shall describe wage rates applicable for the employee's position at the date of retirement. A day of wages shall be determined by multiplying the scheduled hourly salary by eight. If the employee is permanently assigned to a position and receives wages as a Designated Head Custodian or Technician such employee is eligible for these wages to be added to the calculation of a "daily rate of pay." A day of Head Custodian or Technician wages shall be determined by dividing the monthly wages by 173.3 and multiplying that result by eight.

Upon retirement, the Employer will contribute an amount equal to the value of the employee's accrued severance pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The employee will not receive direct payment from the Employer for severance pay.

The amount of the Employer contribution shall be calculated in accordance with the contract or collective bargaining agreement for such employee.

Upon request of the Employer, the employee shall provide information needed to determine the amount of the Employer contribution that may be deposited into the Severance 403(b) without exceeding the applicable IRS limits on annual additions to all tax-deferred accounts held by the employee. The information needed shall be provided regardless of whether the employee has retired or is still employed by the Employer. For purposes of calculating the deferment limit, the Employer will provide the employee with contribution information for the last 12 months.

The Employer contribution to the Severance 403(b) shall be made on the schedule currently used, except that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed.

The retiree will not make any other deposits to the Severance 403(b) until the Employer has paid out the entire amount of severance due.

In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining shall be deposited on the first January payroll in the year following the retirement date (e.g. June 30, 2004 retirement, the first payment would be July 31, 2004 and the final payment would be January 15, 2005).

Section 10.2 • Insurance Benefits

Any employee may retire prior to Medicare eligibility age and receive the same fringe benefits for hospital / medical and life insurance to Medicare eligibility age as that stipulated for active employees not to exceed $760.00 per month for retiree electing single coverage, $1,480.00 per month for retirees electing 1+1 or Family coverage, provided the sum of the employee's age and years of full-time service to the Employer equals or exceeds seventy five (75).

Any custodian who has accumulated ten (10) or more years of continuous service to the Employer, who is fifty-five (55) years of age, and who voluntarily terminates their employment with the Employer may be allowed to continue participation with the Employer hospital/medical group. The complete cost of such insurance shall be paid by the employee on the dates specified by the employer.

The provision will become effective only if the present hospital / medical insurance carrier agrees to offer this coverage with no increase in the total group rates.

This section is retro to all bargaining unit retirees as of July 1, 2002.

Under Minnesota Statute 471.61, subdivision 2b, Insurance Continuation, a former employee and employee's dependents are allowed to continue to participate in the employer-sponsored hospital, medical and dental insurance group that the employee participated in immediately before retirement under certain conditions. By paying their own premiums, eligible retired

employees may continue to receive hospital/medical insurance and/or dental insurance even if the retiree is not eligible for Employer contributions.

Article XI
Public Obligation

The Employer and the Union mutually recognize the needs of the Public, and that the right of students and residents of this district to the continuous and uninterrupted operation of their schools is of paramount importance. During the term of this Agreement, the Union will not engage in, support or encourage any work stoppages or slowdowns.

Article XII
Grievances and Arbitration

Section 12.1 • Grievance Definition

A "grievance" is any dispute or disagreement as to the interpretation or application of any terms of the Contract.

Section 12.2 • First Step

Any employee with a grievance shall take the matter up with the Director of Facilities and Transportation within ten (10) calendar days after the alleged original occurrence of the grievance. If the parties fail to agree within ten (10) calendar days, the employee may appeal the grievance to the Second Step.

Section 12.3 • Second Step

Any employee who is not satisfied with the disposition of his or her grievance at the First Step shall, with the assistance of the employee's Union Steward, file a written statement of his or her grievance with the Director of Facilities and Transportation within fifteen (15) calendar days after the alleged original occurrence of the grievance. The written statement must be dated and signed by the employee and shall set forth the facts and state the provisions of this Agreement alleged to have been violated. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) calendar days after the grievance has reached the Second Step, the employee may appeal the grievance to the Third Step.

Section 12.4 • Third Step

An employee who is not satisfied with the disposition of his or her grievance at the Second Step shall file a copy of the written statement of his or her grievance with the Superintendent or designee within ten (10) calendar days after the Second Step written grievance response. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) calendar days after the grievance has reached the Third Step, the employee may appeal the grievance to the Fourth Step.

Section 12.5 • Fourth Step

Within ten (10) calendar days after the Third Step written grievance response, an employee who is not satisfied with the disposition of his or her grievance at the Third Step shall file with the Superintendent a written request for a meeting with the Board of Education regarding the grievance. At its next meeting, the Board of Education shall set a time for a meeting of the aggrieved employee and his or her exclusive representative with the Board, or with a committee or representative of the Board. Said grievance will be heard within one (1) hour of the set time. If the grievance is not satisfactorily resolved as a result of such meeting, it shall be referred to arbitration within fifteen (15) days of such meeting.

Section 12.6 • Submission to Arbitration

The Union may submit to arbitration any grievance which has been properly processed through the Fourth Step of the formal grievance procedure. The Union must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) days after the meeting with the Board at the Fourth Step. The parties shall first attempt to agree upon one (1) arbitrator. If agreement is not reached within three (3) days, either party may petition the Public Employment Relations Board for assistance under the Public Employment Labor Relations Act of 1971, as amended. The party submitting a petition for arbitration shall furnish a copy of the petition to the other party. The parties shall share equally the costs and fees of the one (1) arbitrator.

Section 12.7 • Jurisdiction and Authority of Arbitrator

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Agreement. The arbitrator shall have no power to add to or subtract from or change, modify, or amend in any way the terms and conditions of employment set forth in this Agreement; nor shall the arbitrator have any power to hear or determine any dispute involving matters of inherent managerial policy. The decision of the arbitrator shall be subject to all limitations of arbitration decisions set forth in the Public Employment Labor Relations Act of 1971, as amended.

Section 12.8 • Representation

Any employee, supervisor, or Board of Education may be represented at any stage of the formal grievance procedure by any person or agent designated by such party to act in their behalf.

Section 12.9 • Time Limitation

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of an employee or the Union to comply with the limitations specified shall constitute a waiver of the grievance. Failure of a supervisor or the Board of Education to act within the time limitations specified shall constitute a denial of the grievance and shall permit the employee or the Union to proceed to the next stage.

Article XIII
Management Rights

Section 13.1 • Authority and Power of the Employer

The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control, and direct the operation of the school district, and to adopt, modify or repeal policies, rules, and regulations for the district. All such authority and power of the Employer shall continue unimpaired, except as limited by a specific provision of this Agreement.

Section 13.2 • Provisions Contrary to Law

Any portion of the Agreement which violates any provisions of the laws of Minnesota or the United States, or any rules or regulations promulgated there under, either now or hereafter, shall be null and void and without force and effect. If any such provision of this Agreement or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement as necessary to comply with federal or state laws or rules and regulations promulgated there under; provided however, the Employer shall first meet with the Union to discuss such amendments.

Article XIV
Duration and Renegotiation of Agreement

Section 14.1 • Term of Agreement

This Agreement shall become effective on July 1, 2024, and shall continue in full force and effect to and including June 30, 2027, and annually thereafter except as modified or terminated in accordance with the provisions of this Article XIV.

Section 14.2 • Effect of Agreement

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement are hereby superseded.

Section 14.3 • Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, 2027, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement shall set forth specifically all proposed modifications sought by the party and all clauses of this Agreement for which no modification is sought and shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modification has been given.

Section 14.4 • Negotiations During Term

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed; provided, however, that any and all of the provisions of this Agreement may be opened for negotiations at any time by mutual consent.

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

INDEPENDENT SCHOOL DISTRICT 284

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284

9-4-24
Chairperson Date

Shelly Johnson 9/4/24
Union Representative Date

9/4/24
Clerk Date

Steward(s) Date

8-26-24
Executive Director of Human Resources Date

School Board approval of this contract was on June 24, 2024.

Labor/Management Committee
Local 284-Custodial/Maintenance and Wayzata Public Schools
Memorandum of Understanding

As part of the 2024-2027 Custodial/Maintenance and Wayzata Public Schools negotiations process, we agree to meet regularly (e.g. monthly) to impart information which affects the Employer and employees and discuss issues/concerns/suggestions which may arise during the terms of the contract.

The committee will consist of:

a) Union Steward
b) Four (4) building representatives appointed by Union Members
c) Director of Facilities and Transportation
d) Maintenance and Grounds Coordinator
e) Executive Director of Human Resource Services (attend as necessary)

The Union Steward will continue to serve as the immediate contact for the Director of Facilities and Transportation or designee for individual personnel issues and matters which need immediate attention.

The Union will appoint an alternative for the Union Steward who will be contacted when the Union Steward is not available.

In no way, will this committee alter or change the terms and conditions of employment outlined in the Master Agreement nor will it restrict the rights of Management.

This MOU will sunset on June 30, 2027.

Service Employees International
Union Local 284

Contract Organizer

Union Steward(s)

Dated: 9/4/24

Independent School District 284

Executive Director of Human Resources

Dated: 8-26-24

Letter of Understanding
Posting/Interview Process

Independent School District No. 284 (hereinafter referred to as the School District) and School Service Employees Local No. 284 (hereinafter referred to as the Union) have collaboratively agreed to the following:

1. The School District will modify their postings as follows:

   a. Include a statement on first page of the posting that encourages all bargaining unit members to apply.
   b. If the posting refers to a job description, the job description will accurately describe certificates, licenses, and registrations required or desired for the position. These descriptions will include language as to when the School District expects certificates, licenses, and registrations to be upgraded if candidates do not currently hold the desired or required certificates, licenses, or registrations.

2. As part of the interview process, the School District will:

   a. Give interviewees reasonable prior notification if there will be tests or examinations included in the interview process.

3. The School District will continue to share any new or changed job descriptions with the Union's Custodial Committee prior to posting the positions. These meetings will be called when needed.

4. The Director of Facilities and Transportation or designee will continue to request or attend Custodial Committee meetings to review issues of concern to the bargaining unit.

This Letter of Understanding is effective upon signing.

The parties identified below acknowledge that this letter of understanding is acceptable. In witness thereof, the undersigned have caused this Letter of Understanding to be duly executed.

This MOU will sunset on June 30, 2027.

Service Employees International
Union Local 284

Shelly Johnson
Contract Organizer

Union Steward(s)

Dated: 9/4/24

Independent School District 284

Executive Director of Human Resources

Director of Facilities and Transportation

Dated: 8-26-24

MEMORANDUM OF UNDERSTANDING
PROGRESSIVE DISCIPLINE

As part of the 2024-2027 Custodial/Maintenance and Wayzata Public Schools negotiations process, we agree the following will apply for the 2024-2027 school years:

If an employee meeting may result in discipline:

1. The Employer will notify the Employee of the scheduled meeting at least one (1) day in advance.
2. The Employer will inform the Employee of their right to have union representation and it's the Employee's responsibility to contact their union representative.
3. If the Employee chooses not to be represented by the Union, the Union is not responsible for the outcome of said meeting.

The parties agree that the above will not apply with allegations of possible criminal activity (e.g. theft, child maltreatment, misuse of Employer technology) or other serious allegations as deemed by the Employer.

This MOU will sunset on June 30, 2027.

Service Employees International
Union Local 284

Shelly Johnson
Contract Organizer

Union Steward(s)

Dated: 9/4/24

Independent School District 284

Stacie Vos
Executive Director of Human Resources

Dated: 8-26-24

MEMORANDUM OF UNDERSTANDING
SICK LEAVE BANK

Wayzata Public Schools ISD No. 284 and the Custodial Maintenance Employees agree to establish a voluntary sick leave bank. A sick leave bank is set up to provide additional sick leave to those members of the bargaining unit who have exhausted their sick leave and are experiencing a medical emergency that will require a prolonged absence from work and a substantial loss of income because they have exhausted their accumulated leave.

Donation Eligibility:
1) The employee must be a full-time or part-time member of the bargaining unit eligible for benefits.
2) Must be an active employee and not have submitted a resignation or retirement to the District prior to making the donation.
3) The employee must donate sick days in order to use the sick leave bank.

Donation Process:
1) In order to establish the Sick Leave Bank, all members of the bargaining unit must donate one (1) sick leave day unless the employee submits an election form opting out of membership in the Sick Leave Bank.
2) All donations once made are irrevocable.
3) Donations are not taxed for the donor and are not tax deductible.
4) Days donated are donated at the donor employee's rate of pay.
5) At such time the sick bank balance dips below 30 days, all members of the sick leave bank will contribute one (1) day each. Employees who opt out of this contribution will no longer be a part of the sick leave bank and will lose eligibility for its benefits.
6) New employees will have thirty (30) days in which to opt out of the Sick Leave Bank.
7) Members may opt in to the Sick Leave Bank every year during the first thirty days of the school year and again, in the month of January.

Eligibility to Receive Sick Leave from the Bank:
1. Must be a full or part-time employee eligible for benefits.
2. Must be a contributing member of the Sick Leave Bank.
3. Exhaust all sick and personal accumulated leave. One personal day may be retained.
4. Be eligible for leave under the Family Medical Leave Act (FMLA).
5. Not receiving Worker Compensation, Social Security, or Long Term Disability (LTD). If there is an initial denial from LTD or Worker Compensation who ultimately collects benefits, they will be responsible to cooperate in the repayment to the sick leave bank.
6. Not have submitted a resignation or retirement to the District.
7. Not serving a disciplinary suspension.
8. Employees working less than full time shall be eligible for benefits at a pro-rata basis.
9. Employees may draw from the sick leave bank until they are eligible for Long Term Disability or up to 60 days per school year.
10. The Sick Leave Bank may be used for normal childbirth delivery and recovery shall be limited to 20 days. The amount of time granted from the sick leave bank shall not exceed the maternity disability period. For example, if a person has 20 days of accumulated sick leave and they are out for a six (6) week time period, the sick leave bank would contribute 10 days so that the disability period is covered.

Administration:
1. An employee must apply for benefits under the Sick Leave Bank by completing the necessary forms.
2. The application will be submitted to the Human Resources Department.
3. Decisions are final and not subject to the grievance process.

The District shall provide an accounting of the status and use of the Sick Leave Bank at the end of the year.

In the event that the Sick Leave Bank is dissolved, all days shall be returned to those participating in the bank. All members will receive an equal number of days, with the understanding that no one will receive more days than they contributed to the Bank.

The sick leave bank will be in effect starting October 1, 2024.

This Memorandum of Understanding was established in the 2024-2027 contract.

Service Employees International
Union Local 284

Shelly Johnson
Contract Organizer

Union Steward(s)

Dated: 9/4/24

Independent School District 284

Executive Director of Human Resources

Dated: 8-26-24

MEMORANDUM OF UNDERSTANDING
HVAC SPECIALIST
REVISED
2025-2026 and 2026-2027

Wayzata Public Schools, ISD No. 284 and the Custodial Maintenance Employees agree to revise the HVAC Specialist position rate of pay in the 2024-2027 contract.

Due to the challenge hiring the HVAC Specialist position at the current rate of pay, we are in agreement with increasing the rate of pay to Article IV, Compensation, Section 4.1 Wage Rates to the following:

Position changed:
HVAC Specialist
Hourly Rate of Pay (2025-26) - $53.10
Hourly Rate of Pay (2026-27) - $54.16

- This is a non-factored position and no steps are associated with the hourly rate of pay.
- The rate of pay is inclusive of the requisite certifications for this position. As a result, there are no licensure incentives added to the rate of pay from Article IV, Compensation, Section 4.10.

The pay rate change will be effective starting December of 2025.

Service Employee International Union Local 284

Local 284

Union Steward(s)

12/11/2025
Date

Independent School District 284

Executive Director of HR

12/11/25
Date