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### PREAMBLE

This agreement entered into this first day of July, 2020, by and between Independent School District No. 761, Owatonna, Minnesota hereinafter referred to as the Employer, and MN District Council

No. 65, Local 147, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 (as revised by the Legislature) hereinafter referred to as the PELRA of 1971, to provide the terms and conditions of employment for custodial employees of School District No. 761.

### **DISCRIMINATION**

No person in the United States shall, on the grounds of race, color, religion, sex, age, national origin, disability, or any other basis as prohibited by law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Independent School District No. 761.

Nothing in this agreement shall be construed or applied to deny to any Employee the employment opportunities stated within. Any alleged denial of these employment opportunities may be a direct violation of employment practices and shall be submitted to the grievance procedure.

### **EMPLOYEE HARASSMENT**

It is the policy of the Owatonna Public Schools to maintain a learning and working environment that is free from unwelcome verbal or physical conduct that harasses, disrupts or interferes with Employee work performance or creates an intimidating, hostile or offensive work environment.

Employee harassment is any unwelcome conduct that illegally discriminates against an Employee and includes sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors or other inappropriate verbal or physical conduct of a sexual nature.

The Employer will act to investigate all complaints, either formal or informal, verbal or written, of harassment and discipline any Employee who harasses a student or Employee of the School District according to current Board policy.

### **ARTICLE I** **RECOGNITION**

The American Federation of State, County and Municipal Employees, District Council 65 shall be representative of the Employees in the following bargaining unit as defined in BMS Case No. 82-PR-744-A dated July 20, 1982 and updated pursuant to subsequent amendments to MN Statute 179A:

All custodial employees employed by Independent School District No. 761, Owatonna, Minnesota, whose employment service exceeds the

lesser of 14 hours per week or 35 percent of the normal work week  
and more than 67 work days per year, excluding supervisory and  
confidential employees.

Part-time Employees who are not regularly scheduled to work (30) hours per week or more shall not be eligible for any of the benefits of this agreement.

Membership in the Union is not a condition of employment. An Employee does not have to belong to the Union in order to be employed by the Employer.

## **ARTICLE II** **TEMPORARY EMPLOYEES**

An Employee placed through a temporary employment services agency for a position doing custodial work for the District shall not be retained in the position for a period of time greater than six months. If the Employee is hired by the District, time worked as a temporary employee will not be credited toward the Employee's probationary period.

## **ARTICLE III** **SALARY DEDUCTION AND DUES CHECK OFF**

### **Section 1 - Dues and Deductions**

The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover the monthly Union dues. Such monies and a list of Employees from whom such deduction has been made shall be remitted to the Union.

### **Section 2 - Indemnification**

The Union agrees to indemnify and hold the Employer harmless against any claim, suit or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employee under the provisions of this Article.

**Section 3 - Union Meetings**

Union meetings shall be held outside of regular work hours unless called by supervisory or administrative personnel when deemed necessary.

**ARTICLE IV**  
**EMPLOYMENT DEFINITIONS**

**Section 1 - Full Time Employment**

Full-time Employees shall be defined as those Employees regularly scheduled for thirty (30) hours or more per week.

**Section 2 - Part Time Employment**

Part-time Employees shall be defined as those Employees regularly scheduled for less than thirty (30) hours per week.

**Section 3 - Work Schedule**

Various schedule changes will become necessary to take care of daily non-routine conditions; however, except in unforeseen circumstances, five (5) calendar days notice of change will be given to an affected Employee.

Full-time Employees shall be granted a one-half (1/2) hour unpaid lunch period per eight hour shift and two fifteen (15) minute rest periods per eight (8) hour working day to be taken at times when least disruption of service results.

**Section 4 - Certification and Licensing**

It shall be the duty of the Superintendent of Schools or his designee to see that a person nominated for employment shall meet all qualifications established by law and by Employer for the type of position for which such nomination is made.

In the event any Employee in the bargaining unit is required to hold a license mandated by the Employer or the State of Minnesota, the Employer shall meet and negotiate premium pay for said licensure.

**Section 5 - Temporary Assignment**

An Employee temporarily transferred to a higher paid classification for a period of ten (10) consecutive days or more shall be compensated for all hours worked in the higher classification in excess of ten (10) days at a higher rate of pay. An Employee temporarily transferred to a lower classification shall suffer no reduction in wages.

### **Section 6 - Overtime**

Three conditions exist which will create a need for overtime hours.

1. Building coverage necessary to accommodate activities scheduled at times when the school is not normally staffed.
2. Unforeseen circumstances which require an Employee to remain at work beyond normal hours.
3. Other circumstances which require a temporary or short term increase in manpower and/or man hours at either the individual school or district wide level.

The acceptance of an overtime assignment is voluntary at the discretion of the Employee. Employees are not required to work beyond normal hours. A decision to refrain from accepting overtime shall have no negative consequence. Hours worked by the Employee in excess of forty (40) hours within the workweek shall be computed at the regular time and one-half rate. Whenever possible overtime opportunities at the building level shall first be made available to personnel in each respective building. In other situations, overtime opportunities shall be offered to Employees pursuant to administrative policy. All paid holidays and paid leave time, except leave time compensated under sick leave provision, shall be considered hours worked for the purpose of computing overtime.

Custodial and custodial maintenance Employees will not report for work before or after or remain after their regular assigned hours unless specifically directed to do so by a supervisor as described above.

## **ARTICLE V** **HEALTH PROVISIONS**

### **Section 1 - Physical Examination**

All Employees may be required to submit a physical examination report to the Employer after being offered a position and recommended for employment. The cost of this examination will be borne entirely by the Employer.

### **Section 2 - Health Examinations**

An Employee shall be allowed full pay in the event of absence to take health examinations; however, the number of days absent will be subtracted from accumulated sick leave time.

Requests for absence to take health examinations shall be made to the Employee's supervisor and approved by the Superintendent's Designee.

**ARTICLE VI**  
**HOLIDAYS**

**Section 1- Holidays**

Subd. 1: All full-time Employees shall receive the following holidays:

January 1	Independence Day	Thanksgiving Friday
Good Friday*	Labor Day	December 25
Memorial Day	Thanksgiving Day	December 24
December 31	President's Day*	

(\*If President's Day or Good Friday is a student or staff day, the district may designate an alternate day. If an alternate day is not designated, a floating holiday may be taken after approval is received from the Employee's supervisor and the Director of Building and Grounds.)

Subd. 2: If a holiday listed above falls on Saturday, it shall be observed on the preceding Friday. If a holiday listed above falls on a Sunday, it shall be observed on the following Monday.

Subd. 3: In order for an Employee to qualify for holiday pay, they shall have worked their last scheduled day prior to the holiday and their first scheduled day following the holiday, unless excused by the Employer.

Subd. 4: If a holiday occurs during the vacation period of an Employee, the Employee shall not be charged vacation hours for the holiday.

Subd. 5: If an employee is required to work on a holiday, the employee shall be paid at an overtime rate of two (2) times the employee's normal rate of pay.

**ARTICLE VII**  
**LEAVES**

**Section 1 - Sick Leave**

Subd. 1 - Amount Earned and Accumulated: Full-time Employees shall be granted one (1) day of sick leave per month of employment accumulative to 190 days. The amount of accumulated sick leave will be indicated on each paycheck stub throughout the year.

**Section 1 - Sick Leave, continued**

Subd. 2 - Usage: Employees shall be allowed the use of sick leave for their own use when ill and for health care examinations. In addition employees shall be allowed the use of sick leave due to the illness or injury of a minor or adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, step-parent for reasonable periods of time as the employee's attendance may be necessary up to 160 hours, or pursuant to Minn. Stat. §181.9413, whichever is less. This provision is not meant to increase or decrease the amount of leave otherwise provided in this Article except as otherwise required by law.

Employees that are absent from work due to illness or injury may be required to furnish a doctor's certificate of the employee's



illness or injury when the Employer has reason to believe the Employee is abusing or has abused sick leave or there is a question whether the Employee is physically fit to return to work. The abuse of sick leave shall be just cause for discipline. The Employee shall notify the Employer prior to returning to work.

Subd. 3 - Wellness Leave: A full-time Employee who does not utilize sick leave during a twelve month period of time may upon completion of the twelve (12) months convert eight (8) hours of accumulated sick leave into one (1) vacation day.

### **Section 2 - Medical Leave**

For Employees who have exhausted their accumulated paid sick leave, the Employer shall allow an unpaid medical leave of absence for a period of six months. Upon expiration of six (6) months, the leave may be extended one additional six (6) month period by mutual consent of the Employer and the Employee. The Employer reserves the right to require a physical examination by a doctor of its own choosing at its own expense as a condition of granting or continuing medical leave status. A medical leave of absence is not deemed interrupted by intermittent work if the same disability for which the leave of absence was granted is continuing and prevents the Employee from working.

An Employee shall be granted any benefits they are otherwise entitled to by the Family and Medical Leave Act.

### **Section 3 - Vacation**

Subd. 1 - Accumulation Rates: All full-time Employees are eligible for and shall accrue vacation time according to the following schedule:

0	-	4	Years	10 days
5	-	8	Years	12 days
9	-	12	Years	15 days
13	-	16	Years	17 days

Subd. 2 - Scheduling: The schedule of Employee vacations is to be coordinated by the Director of Facilities, Infrastructure & Security. The District has a right to deny vacation requests based upon district needs. District needs may change from year to year.

Subd. 3 - Computation: Vacation time shall not be earned while on sick leave time nor on non-compensated time over one month.

Subd. 4 - Vacation Carry Over: Full-time employees may carry vacation from year to year to a maximum of 50 days. Employees may accumulate more than 50 days throughout the year but can only carry over 50 days on July 1 of each year. The maximum cap of 50 days will be used for payout for an employee who resigns before June 30 and has a balance greater than 50 days.

**Section 4 - Bereavement Leave**

Full-time Employees shall be granted up to five (5) days absence with full pay for the funeral of a member of the Employee's immediate family or spouse's immediate family which includes, mother, father, brother, sister, wife, husband and child, niece, nephew, grandparent, and grandchild, and the Employee's or the Employee's spouse's in-laws. The fourth (4th) and fifth (5th) days of bereavement leave shall be deducted from the Employee's sick leave accumulation. All full-time Employees shall be granted one (1) day with pay per year for the funeral of other persons. All additional funeral leave shall be deducted from the Employee's sick leave accumulation.

**Section 5 - Emergency Leave**

Full-time Employees may be granted an emergency leave when it is recommended by their supervisor and approved by the Superintendent's Designee. This leave shall be deducted from the Employee's sick leave accumulation.

**Section 6 - Jury Duty Leave**

All Employees shall be granted a leave with pay for jury duty. However, for an Employee to be covered by this provision, the

Employee shall turn over to the Employer their reimbursement for jury duty hours, except for reimbursement for meals and mileage.

**Section 7 - Military Leave**

An Employee shall be allowed military leave according to Minnesota State Statute.

**Section 8 - Emergency School Closing**

When school is cancelled for students due to inclement weather, custodians will report to work. Second shift custodians will report at regularly scheduled times. The district retains the right to modify the work schedule on such days to accommodate the needs of the district.

When the district is closed due to inclement weather, or another emergency, custodians will not report to work and will be paid for their regularly scheduled work hours. If an exception has to be made during a district wide emergency closure, custodians that are required to report shall receive their hourly base wage for time worked in addition to their regularly scheduled work hours with a 1.5 hour guaranteed minimum.

**Section 9 - Personal Leave**

An Employee may be granted an unpaid personal leave upon the recommendation of their supervisor, and with approval from the Superintendent's Designee. Such leave shall not exceed thirty (30) days duration.

**Section 10 - Child Care Leave**

Subd. 1: A child care leave may be granted by the Employer subject to the provisions of this section and the Family and Medical Leave Act. Absence due to disabilities caused by pregnancy shall be governed by the sick leave provisions of this agreement. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the Employee for an extended period of time.

Subd. 2: An Employee making application for child care leave shall inform the Employer in writing of intention to take leave at least

three (3) calendar months before commencement of the intended leave.

Subd. 3: If the reason for the child care leave is occasioned by

pregnancy, an Employee may utilize sick leave pursuant to the sick leave provisions of this agreement. A pregnant Employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical disability. The definition of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the Employee may be required to subject to an examination by a physician designated by the Employer.

**Section 10 - Child Care Leave, continued**

Subd. 4: The Employer may adjust the proposed beginning or ending of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5: In making a determination concerning the commencement and duration of a child care leave, the Employer shall not, in any event be required to:

- Grant any leave more than twelve (12) months in duration.
- Permit an Employee to return to their employment prior to the date designated in the request for child care leave.

Subd. 6: An Employee returning from child care leave of six weeks or less shall be entitled to the former position or one of comparable duties, hours and pay. An Employee returning from a

child care leave longer than six weeks shall be re-employed in a position for which they are qualified.

Subd. 7: Failure of the Employee to return without an acceptable excuse pursuant to the date determined under this Section, shall constitute grounds for termination unless the Employer and the Employee mutually agree to an extension in the leave.

Subd. 8: The applicable periods of probation for Employees as set forth in this agreement are intended to be periods of actual service enabling the Employer to have opportunity to evaluate an Employee's performance. The periods of time for which the Employee is on child care leave shall not be counted in determining completion of the probationary period.

Subd. 9: An Employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The Employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10: An Employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the premium or portion thereof in accordance with the Family and Medical Leave Act for such programs the Employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will

terminate if the Employee does not return to the District pursuant to this Section.

**Section 11 - Union Meeting Leave**

The Employer shall grant a leave of absence to Employees who are elected or selected by the Union to attend conventions or seminars conducted by or for the Union. No more than (2) Employees at a time may be granted a leave of absence under the provisions of this section. Union meetings shall not be held on school time.

**Section 12 - No Loss Of Seniority**

All Employees on paid or unpaid leaves of absence shall retain all seniority rights and shall accrue seniority. Upon returning from a leave of absence, an Employee shall return to their previous position unless otherwise specified in this agreement or by provision of Minnesota State Statute. Unpaid absences of one month or longer shall not count toward accrual of benefits or step increases.

**Section 13 - Depleted Leave Accrual**

Whenever absences are not covered by sick leave because of ineligibility or insufficient balance of sick leave accrual a reduction in pay will be affected for the time away from work.

**ARTICLE VIII**  
**SENIORITY**

**Section 1 - Definition of Seniority**

Subd. 1: Seniority shall be determined from the Employee's most recent date of hire in a bargaining unit position. New Employees shall be added to the seniority list upon completion of their probationary period.

Subd. 2: An Employee shall lose seniority if he/she resigns from a bargaining unit position, he/she is discharged and the discharge is upheld if appealed, or he/she does not return to work when recalled from layoff as set forth in the recall procedures.

**Section 2 - Layoff and Recall**

The Employer may lay-off Employees when the workload is such, or when circumstances are such that a reduction in personnel is within the best interest of the Employer. Temporary, seasonal, and probationary Employees will be laid off first. Thereafter, this process shall be done on a seniority basis; namely, the

last hired will be the first laid off provided that the next person in line is qualified for the remaining position. A non-probationary employee will be given a two week notice from employer before layoff.

The order of reinstatement shall be in the inverse order of the layoffs. In cases where Employees have equal seniority, the determination shall be made by the Employer on the basis of qualifications for the job.

### **Section 3 - Assignment Transfer**

The assignment of custodial staff members and their transfer to positions in the various schools shall be made by the Superintendent's Designee on the basis of the following:

- Qualifications of the Employee for the position being filled.
- Length of service with Employer.
- Desire of Employee regarding assignment or transfer.
- However, the Employer reserves the prerogative to rotate within the same shift and at no loss in pay rate when it serves the Employer mission. When transfers are requested by Employees and/or when positions are discontinued by the Employer, the old pay rate will not be guaranteed. Employees affected will be placed on the established rate of the new position assumed.

### **Section 4 - Job Postings**

Notice of job openings in the Custodial staff and/or new positions will be posted at least seven (7) calendar days and the Employer reserves the right to assign the best qualified applicant. If the most senior Employee(s) who has made application for a posted vacancy or transfer is refused said vacancy or transfer, the Employee shall be notified in writing within ten (10) calendar days. Upon request, the Employer will meet with the Employee to discuss the reason(s). The president of the Union shall be furnished in January of each year a current list of Employees in the bargaining unit showing their date of hire. Such list shall be updated at the Union President's request.

A job opening shall be defined as (1) a position providing for additional salary increment above base salary schedule or (2) a position offering day shift hours or (3) any position to be filled which the Employer deems necessary to publicly advertise as being vacant.

## **ARTICLE IX** **PERFORMANCE EVALUATION**

The primary intent of a supervisory evaluation process will be the personal and professional development of the Employee. A formal summative evaluation of work performed shall be formulated by the end of the first year for all new Employees and at least every other year for non-probationary Employees. In the off year of the evaluation cycle for non-probationary Employees, Employees shall submit to their supervisor goals via a goal setting process prescribed by the Employer. The Employer reserves the right to place non-probationary Employees on the probationary cycle of the formal summative evaluation process if it is determined necessary by the Employer.

**ARTICLE IX**  
**PERFORMANCE EVALUATION, continued**

Evaluations shall be conducted by the Employee's immediate supervisor, consistent with the standards of performance and in cooperation with the Superintendent's Designee. Whenever practical such evaluation shall be discussed between the supervisor, the Superintendent's Designee and the Employee. A copy of said evaluation shall be made available to employee through its employment management system or employee personnel file.

**ARTICLE X**  
**PROBATIONARY PERIOD**

All Employees are on probation for the first twelve (12) months of their employment and may be dismissed at any time within this period with one (1) week's notice, or for just cause, without any notice.

**ARTICLE XI**  
**DISCIPLINE AND DISCHARGE**

**Section 1 - Progressive Discipline and Representation**

The Employer and Employee agree that discipline is to be used as a means of correcting improper job-related behavior. Due process shall be provided for all employees who have completed the probationary period. Due process for initial minor infractions shall encompass the concept that the employee receive reasonable notice of expectations privately and appropriate opportunity to correct behavior. Discipline for non-probationary employees shall be progressive and taken in the following steps; however, advancement from one step to the next step of progressive discipline is subject to Employer discretion.



1. Written warning/reprimand
2. Suspension with or without pay
3. Discharge

The Employee shall be given the opportunity to have the appropriate union representation of employee's choice, however, the unavailability or refusal of appropriate representation shall not abridge the Employer's right to institute discipline.

Employees who have completed the probationary period who are subject to disciplinary action shall have the right to the grievance procedure.

### **Section 2 - Suspension or Immediate Discharge**

Cause for suspension or immediate discharge shall be determined by the nature and severity of the employee's misconduct, incompetence or deficiencies and such infraction include but not be limited to the following:

1. After two (2) progressive steps in Section 1 of this Article.
2. Theft.
3. Drinking of alcoholic beverages or abuse of non-prescription chemicals on the Employer's premises or being intoxicated on the job.
4. Clear insubordination.
5. Repeated inefficiency or inability to meet acceptable standards of work.
6. Threats of or behavior indicating risk of violence.
7. Criminal charges involving child endangerment.

### **Section 3 - Personnel Records**

Each Employee shall have only one (1) personnel file and no written allegations shall be used as a basis of discipline unless they have been entered into the Employee's personnel record. Upon request any Employee shall be informed of the contents and meaning of their personnel file or shown the file without any charge. After the individual has been so informed, the file need not be disclosed to the Employee for six (6) months unless a dispute or action concerning its contents is pending. The Employee shall be provided copies of any material contained in the personnel file upon request. The cost of providing copies shall be borne by the Employee. Any dispute concerning the accuracy or completeness of the personnel file shall be subject to the grievance procedure.

#### **Section 4 - Representation**

Accredited representatives of the American Federation of State, County, and Municipal Employees shall be granted reasonable access to the Employer's premises to investigate grievances or attend to Union business as long as the work force is not interrupted in the performance of their duties. Said access will be limited to the end of the school day after classes.

#### **Section 5**

All discipline and discharge shall be subject to the grievance procedure as outlined in Article XII of this Agreement.

### **ARTICLE XII** **GRIEVANCE PROCEDURE**

#### **Section 1 - Grievance Definition**

A grievance shall mean a dispute or disagreement between the Employee and the Employer as to the interpretation of terms and conditions of employment contained in this Agreement. A grievance may be brought by an Employee, the Union, or the Employer.

#### **Section 2 - Representative**

The Employee or Employer may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf. Such representation shall not exceed three (3) in number.

#### **Section 3 - Definition and Interpretations**

Subd. 1 - Extension: Time limits specified in this agreement may be extended by mutual agreement.

Subd. 2 - Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days (Monday through Friday) not designated as holidays by state law.

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, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4 - Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

#### **Section 4 - Time Limitations and Waiver**

A grievance shall not be valid for consideration unless the grievance is received in writing by the party being served, within ten (10) days after the date the event giving rise to the grievance occurred, setting forth the facts and the specific provisions of this Agreement allegedly violated and the particular relief sought. Failure to comply with this time period shall be deemed a waiver thereof.

#### **Section 4 - Time Limitations and Waiver, continued**

Failure to appeal a grievance from one level to another level within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Employee and the Employer or its designee.

#### **Section 5 - Adjustment of Grievance**

The Employer and the Employee shall attempt to adjust such grievances which may arise during the course of employment of any Employee within the School District in the following manner:

- A. Level 1: If the written grievance is not resolved through informal discussions, the Employer or designee shall give a written decision on the grievance to the

parties involved within ten (10) days after receipt of the written grievance.

in B. Level 2: In the event the grievance is not resolved

Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in

writing to said Superintendent within five (5) days after

receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time mutually

agreeable to meet regarding the grievance within fifteen

(15) days after receipt of the appeal. Within ten (10)

days after the meeting, the Superintendent or his designee

shall issue a decision in writing to the parties involved.

in C. Level 3: In the event the grievance is not resolved

Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing to said School Board within five (5) days after receipt of the decision in Level 2. If the grievance

is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board

shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

### **Section 6 - School Board Review**

The School Board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the

School Board or it's representative(s) notify the parties of their intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to accept, reverse, or modify such decision.

#### **Section 7 - Denial of Grievance**

Failure by the School Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Employee may appeal it to the next level.

#### **Section 8 - Arbitration Procedures**

In the event the Employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

- A. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party. Such request must be filed in the office of the Superintendent of Schools within ten (10) days following receipt of the decision in Level 3 of this procedure.
- B. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- C. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after request to arbitrate, attempt to agree upon the selection of the arbitrator. If no agreement on an arbitrator can be reached, either party may request the Bureau of Mediation Services, hereinafter referred to as BMS, to supply a list of arbitrators. Upon receipt of the list of arbitrators the Employer and the Employee shall alternately strike names from the list until one (1) name remains. A flip of a coin shall determine which party shall strike the first name. Once an arbitrator has been selected, a meeting to hear the grievance shall be held at the first available date the arbitrator submits. Failure to comply with the time period for requesting a list of arbitrators shall constitute a waiver of the grievance.

**Section 8 - Arbitration Procedures, continued**

- D. Submission of Grievance Information: Upon selection of the arbitrator, the appealing party may, within five (5) days after notice of selection, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
1. The issue involved;
  2. Statement of the facts;
  3. Position of the grievant; and
  4. The written documents relating to Paragraph D and Paragraph E of this Article XII of the grievance procedure. The School Board may make a similar submission of information relating to the grievance  
either before or at the time of the hearing.
- E. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they choose and designate. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the issue(s) before the arbitrator. The proceedings before the arbitrator shall be a hearing de novo.
- F. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by and in the PELRA of 1971.
- G. Expenses: Each party shall bear its own expenses in connection with the arbitration including expenses related to the parties' representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. Either party may order a transcript or recording of the hearing and shall pay the costs and fees of the arbitrator.

**Section 8 - Arbitration Procedures, continued**

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

**ARTICLE XIII**  
**GROUP INSURANCE PROGRAMS**

**Section 1 - Eligibility**

Group insurance programs shall be available to full-time Employees working thirty (30) hours or more per week. It shall be the responsibility of the Employee to make an application for group insurance programs desired. Group insurance premiums or portions of premiums not paid by the Employer shall be paid by the Employee through payroll deduction.

The Employer shall not be responsible for any provisions and coverages not contained in any of the Employee group insurance contracts.

**Section 2 - Health and Hospitalization Insurance**

Subd. 1 - Single Coverage: The Employer shall contribute \$623.00 per month for twelve months during 2020-2021 for individual coverage for all full-time Employees who qualify for and are enrolled in an Employer group health and hospitalization plan and who qualify for single coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

**Section 2 - Health and Hospitalization Insurance, continued**

Subd. 2 - Family Coverage: The Employer shall contribute \$1,458.00 per month for twelve months during 2020-2021 toward the premium for dependent coverage for all full-time Employees who qualify for and are enrolled in an Employer group health and hospitalization plan, who qualify for dependent coverage, and who are employed forty-six (46) to fifty-two (52) weeks. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

Subd. 3 - Insurance Care Differential: For employees participating in the District's health care insurance plan, and whose cost for such participation is less than the district's contribution, said difference shall be placed into a VEBA account on behalf of the employee to be used at his/her personal discretion for health related costs.

**Section 3 - Insurance Premium Tax Shelter**

The employee insurance contributions shall be made with pre-tax earnings.

**Section 4 - Dental Coverage**



The Employer shall contribute the full premium for individual and family coverage for full-time employees who qualify for and are enrolled in the Employer group dental insurance plan.

**Section 5 - Long Term Disability (Income Protection)**

The Employer shall contribute the full premium toward an income protection plan for full-time Employees. This program will pay 2/3 of the Employee's base salary with a 90-day consecutive calendar day elimination period. The maximum benefit period will be detailed in the certificate of insurance document.

**Section 6 - Life Insurance**

The Employer will pay 100% of the cost of group term life insurance with a face value of \$50,000.00 for each Employee eligible under the terms of the Employer's group term life insurance program.

**Section 7 - Workers' Compensation**

Workers' Compensation Insurance is carried by the Employer. This insurance covers injuries that occur while the Employee is performing services in regard to their employment with the Employer. When an Employee is off work with a compensable injury, they shall receive the difference between their compensation check and their regular check until accumulated sick leave is depleted.

**ARTICLE XIV**  
**SEPARATION/RETIREMENT**

**Section 1 - Separation/Retirement**

Subd. 1 - Separation: An Employee who voluntarily terminates employment will provide written notification to the Employer at least two (2) weeks prior to leaving. If two weeks notice is not given, the Employee will forfeit accrued leaves, unless the two-week notification requirement is waived by the Superintendent. Prior to leaving active employment, the Employee shall:

- (1) Return Employer keys, ID badges, and any other Employer property.

(2) Be informed by the Employer regarding the conversion or cancellation of group health insurance or life insurance.

**Section 2 - Early Retirement**

The following constitutes conditions of eligibility and compensation for Employees desiring to retire from ISD 761:

- A. Employee must have been hired prior to July 1, 2008
- B. Employee must be at least fifty-five (55) years of age in order to make application for early retirement under this article;
- C. Employee must have completed at least ten (10) consecutive years of satisfactory full-time employment with Independent School District No. 761;
- D. Employee must be in good standing and actively at work in a full-time position at the time provisions of this Article are applied for;
- E. If the above conditions are met, the Employee will be eligible for lump sum payment under this Article calculated as follows:

Number of accumulated sick leave days (up to 110 days maximum) (X) 100% (X) daily rate of pay at the time of retirement.

Subd. 1 - Deferred Compensation Payout: An Employee receiving deferred compensation under the provisions of Section 2 of this Article shall receive such compensation in the form of a lump sum paid on behalf of the Employee to a Health Care Savings Plan administered by the District's Deferral Payment Plan Provider.

**Article XV**  
**Matching Annuity Program**

An employee who is hired on or after July 1, 2008 is eligible to participate in a School District matching annuity program as provided in M.S. 356.24 in the amount of \$300/Year.

**ARTICLE XVI**

## BASIC SCHEDULES AND RATES OF PAY

### Section 1 - General Pay Provisions

Subd. 1: Previous experience, qualifications and training may be taken into consideration when hiring and the Employer may hire above beginning wages stated below.

Subd. 2: If additional positions or classifications are established by the Employer and appropriate salaries fixed, such positions and classifications shall become subject to good faith bargaining and mutual agreements as of the next contract year.

Subd. 3: Call in Pay System: A minimum of one-hour pay at the appropriate rate will be guaranteed for work outside the regular shift.

### Section 2 - Custodial Classifications Defined

Subd. 1 - Custodian II - Positions requiring building and grounds cleaning services and responsibilities, and supervised mechanical maintenance.

Subd. 2 - Custodian III - Positions consisting primarily of an advanced level of cleaning services and responsibilities, an intermediate level of mechanical maintenance, and coordination of the work of custodial and maintenance staff assigned at an elementary school facility.

Subd. 3 - Custodian IV - Positions consisting of an advanced level of cleaning services and responsibilities, an advanced level of mechanical maintenance, coordination of grounds keeping, and/or coordination of the work of custodial maintenance staff assigned at the middle school or senior high school facility.

Subd. 4 - Custodian V - Positions consisting primarily of major mechanical maintenance, technical support, and responsibility for district projects.

Subd. 5 - Master Electrician - Plans electrical system additions or modifications for all district property in the School District; installs, troubleshoots and repairs power, lighting and low voltage systems and performs preventive maintenance on electrical components.

**Section 3 - Custodial Salary Schedule**

Employees receive a 3.0% increase in wages for 2020-2021. For a 40 hour work week of five (5), eight (8) hour days, Monday through Saturday.

**Section 3 - Custodial Salary Schedule, continued**

Subd. 1 - Custodian II (A-1-3)

	2020-2021
Tier	Hourly
I	15.22
II	16.38
III	17.55

Subd. 2 - Custodian III (B-2-1)

	2020-2021
Tier	Hourly
I	16.61
II	17.88
III	19.17

Subd. 3 - Custodian IV (B-2-2)

	2020-2021
Tier	Hourly
I	17.74
II	19.09
III	20.46

Subd. 4 - Custodian V (B-2-3)

	2020-2021
Tier	Hourly
I	20.37
II	21.83
III	23.29

Subd. 5 - Master Electrician (C-4-1)

	2020-2021
Tier	Hourly
I	28.84

II	29.87
III	30.90

Subd. 6 - Shift Differential:

(Second shift-begins after 12:00 noon and before 6:00 p.m.)

2020-2021

\$0.895/Hour

(Third shift-between 6:00 p.m. and 6:00 a.m.)

2020-2021

\$0.895/Hour

Employees who are involuntarily moved to day shift will maintain their shift differential stipend. Employees who voluntarily move to day shift will not receive their shift differential stipend. ■

**Section 3 - Custodial Salary Schedule, continued**

Subd. 7 - Emergency Call-In: 1.5 hour minimum per emergency call at appropriate rate of pay.

Subd. 8 - Building Check Duties: 1 hour minimum per building check at appropriate rate of pay.

Subd. 9 - Licensures\*

	Monthly Rate
	<u>2020-2021</u>
Chief Engineer	\$170.00
First Class	\$120.00
Second Class	\$100.00
Special Boiler License	\$25.00
HVAC Certification	\$65.00
Jr. High Cert. Pool Op.	\$70.00
Master Electrician	\$170.00

\* The employer will pay the above-mentioned boiler stipends at the level for which the employee holds a boiler's license.

The Employer will allow up to 16 hours at regular pay status (not to create overtime) for an Employee to attend required courses to obtain or maintain required Pool certification.

The district will reimburse, with proof of expenditure(s), up to \$300 for expenses associated with obtaining a Boiler's License.

Employees are responsible for other costs associated with maintaining certifications or licensures.

Subd. 10 - Lead Allowance: In the event a custodian is called upon to lead the work of a crew, a monthly allowance of \$200.00 for 2020-2021 and \$200.00 for 2021-2022 will be afforded as long as the custodian remains in the lead role regardless of the shift worked.

Subd. 11 - Energy Management Systems Monitoring: An Employee designated by the Director of Facilities, Infrastructure & Security to monitor energy management systems while off-duty will receive a \$25.00 per month stipend.

Subd. 12 - Weather Check Stipend: In the event a custodian is called upon for weather checks they will receive a monthly stipend of \$100.00 for six (6) months (November through April).

### **Section 3 - Custodial Salary Schedule, continued**

#### Subd. 13 - Longevity

After 10 years of service - \$400  
After 15 years of service - \$500  
After 20 years of service - \$600  
After 24 years of service - \$700

An Employee is eligible to receive an annual longevity increment beginning on their anniversary date after the completion of 10, 15, 20, and 24 years of full-time employment. The stipend will be prorated over the Employee's pay checks throughout the school year.

Subd. 14 - Employee Relations Council: Members of the bargaining

unit who serve on the Employee Relations Council are eligible for compensation as Determined by the school district.

Subd. 15 - Goal Attainment:

A full-time Employee who attains annual goals established with the Director of Facilities, Infrastructure & Security in support of department and school district goals is eligible to receive a stipend of up to \$300. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

A part-time Employee who attains annual goals established with the Director of Facilities, Infrastructure & Security in support of department and school district goals is eligible to receive a stipend of up to \$150. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

Participation in Goal Attainment Compensation is voluntary.

**ARTICLE XVII**  
**UNIFORM ALLOWANCE**

Each full-time Employee will be provided uniforms consisting of up to five (5) shirts and five (5) pants. Each regularly scheduled part-time Employee will be provided up to three (3) shirts and three (3) pants. New Employees will be provided uniforms as soon as possible following the start of employment with the District. Requests for replacement uniforms will be approved at the discretion of the Director of Facilities, Infrastructure & Security. It shall be the obligation of each Employee to wear and maintain the uniforms in a clean and presentable condition at all times.

**ARTICLE XVIII**  
**MANAGEMENT RIGHTS**

All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. Such rights and obligations include, but are not limited to, such discretion or policy as the function and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**ARTICLE XIX**  
**COMPLETE AGREEMENT**

This Agreement constitutes the full and complete agreement between the Employer and the representative(s) of the Employees in the bargaining unit. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Employer policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

**ARTICLE XX**  
**INTERPRETATION**

The Board of Education reserves the right to interpret this Agreement subject to the Minnesota Statutes.

**ARTICLE XXI**  
**NO STRIKE NO LOCKOUT**

There will be no strike, picketing, work stoppage, slowing or lockout of any kind or for any reason, including any dispute relating to alleged unfair labor practices during the term of this Agreement. The provisions of this section shall be absolute and shall apply regardless of whether this dispute is subject to arbitration under the provisions of Article XX of this agreement.

**XXII**  
**SAVINGS CLAUSE**

In the event that any provision, phrase or clause of this agreement shall be at any time declared invalid by any court or jurisdiction, the decision shall not invalidate the entire Agreement. It being the expressed intention of the parties that all other provisions remain in full force and effect.

**ARTICLE XXIII**



## **WAGES/DEDUCTIONS/DISTRIBUTIONS**

### **Section 1 - Salary Deductions**

Mandatory deductions from checks shall include federal income tax, Minnesota state income tax, Public Employees Retirement Association payments and social security - FICA tax deductions, if applicable.

### **Section 2 - Distribution**

Salary checks shall be distributed to all Employees on the 15th and 30th of each month or, if changed, in the same manner as other twelve month full-time Employees of the Employer, but in no case less than twice monthly. Paychecks for Employees on an hourly rate basis shall be distributed within the limitations necessary for processing time card paychecks.

### **Section 3 - Step Movement**

All Employees not at the top of their pay scale shall receive a step increase on January 1, 2021. New Employees must complete sixty (60) workdays of employment and receive a satisfactory performance review to receive a step increase on January 1, 2021.

### **Section 4 - Promotions**

Any Employee promoted to a higher classification shall be placed at a step on the salary schedule of the new classification that represents an increase in pay over the Employee's previous salary.

### **Section 5 - Reclassification**

Any Employee requesting reclassification shall submit the request by December 1 of any year. The consideration of the reclassification shall be completed by June 1 of the ensuing year, and the results of such reclassification shall be subject to the negotiated pay table for the next fiscal year.

The Employee shall follow the classification/ reclassification process as outlined by the Employer.

## **ARTICLE XXIV** **MEET AND CONFER**

The Employer will meet and confer with Employees according to the provision of P.E.L.R.A. 1973. Meetings shall be scheduled at least three times per year, and may be cancelled by mutual consent.

**ARTICLE XXV**  
**DURATION**



This Agreement shall become effective on July 1, 2020 and shall remain in full force and effect through June 30, 2021 and from year to year thereafter unless either party shall serve written notice upon the other party at least (60) days prior to June 30, 2021 of the intent to reopen this Agreement.

For the Employer

  
\_\_\_\_\_  
  
\_\_\_\_\_

Date: 11.9.20

For the Group

  
\_\_\_\_\_  
  
\_\_\_\_\_

Date: 11/2/2020