



CUSTODIAL EMPLOYEES AGREEMENT

CLOQUET PUBLIC SCHOOLS
CLOQUET, MINNESOTA

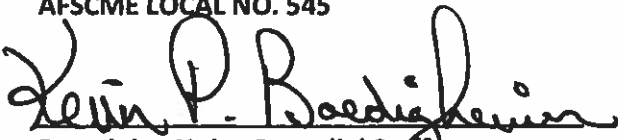
AND

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)
MINNESOTA COUNCIL NO. 65
LOCAL UNION NO. 545

July 1, 2017 - June 30, 2020

ATTEST:

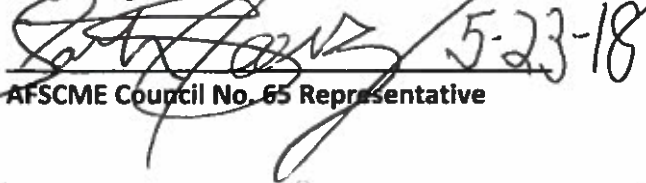
AFSCME LOCAL NO. 545


Bargaining Unit - Custodial Staff



Bargaining Unit - Custodial Staff

Bargaining Unit - Custodial Staff

 5-23-18
AFSCME Council No. 65 Representative

Dated: Board Approved May 29, 2018

CLOQUET SCHOOL BOARD
Independent School District No. 94


School Board Chair


School Board Clerk


Superintendent of Schools

Dated: Board Approved May 29, 2018



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ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the custodial employees, administration and school board of the Cloquet Public Schools and to provide for the fullest and most efficient operation of the schools in regard to custodial duties. A copy shall be provided each employee affected by this Agreement.

ARTICLE II -- RECOGNITION AND ADJUSTMENT COMMITTEE

Section 1. Recognition. Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 78PR-917-A, and in accordance with PELRA, the school district recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and all other conditions of employment for:

All custodians and part-time cleaners employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minnesota Statute 179A, Subd. 14, excluding supervisory, confidential, and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provision of this agreement.

Section 2. The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of the Agreement or with the role of the exclusive representative as sole representative for said employees.

Section 3. That if the Employer and exclusive representative are unable to agree to the exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 4. Adjustment Committee. The custodial employees, through their union organization, shall elect an Adjustment Committee of two members. The clerk of the school board shall be notified in writing by Local 545 as to the members of this committee. A committee of the School Board shall work with this committee in adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

ARTICLE III -- DURATION

The period of the custodial employee Agreement shall be from July 1, 2017 – June 30, 2020.

ARTICLE IV -- ASSIGNMENT/PRIORITIES/SENIORITY

Section 1. Assignment: Number and assignment of custodial personnel shall rest with the superintendent and the school board.

Subd. 1. Staffing: When the school board determines the number and assignment of custodial personnel, they shall be paid according to the salary code indicated in Schedule A.

Section 2. Seniority:

Subd. 1. Definition: Seniority for both full-time custodians and part-time cleaning personnel shall be defined as length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include the probationary period.

Seniority shall be determined according to the following order of priority:

1. The first day of work for the District after the school board has approved the employee's hire.
2. The date at which the school board approved the employee's hire.
3. If two or more employees have the same seniority date, their seniority ranking shall be determined on the basis of the employee with the most time actually working for the District (i.e., time worked as a substitute).
4. If a tie still remains, the District superintendent, in consultation with the District's principals, will determine who is most qualified and should be placed higher on the seniority list.

Each employee shall receive a copy of the seniority list.

Subd. 2. Seniority List:

A. Full-Time Custodian:

The superintendent shall maintain a seniority list, which shall show the names of all custodial personnel, initial date of employment and seniority rank. If a part-time employee becomes full-time, his/her seniority date shall become the initial date of regular full-time employment.

B. Part-Time Cleaner:

The superintendent shall maintain a seniority list, which shows the names of all part-time cleaning personnel, initial date of employment and seniority rank.

C. On-Call Cleaner:

This position may be hired to be on-call when additional help is needed for building cleaning or to fill in for a part-time cleaner. Only two people may be hired within this job classification, and each person hired can work no more than 30 hours per week. People hired in this position may accrue seniority only with this job classification and they are not entitled to any other benefits than FICA, PERA, and Workers' Compensation. The pay shall be listed in Schedule B, except that any hours worked between 20 hours and 30 hours per week shall be paid at the part-time cleaner rate.

Subd. 3. Loss of Seniority: A custodial and/or part-time cleaning employee will lose seniority for the following reasons only: a) resignation, b) involuntary termination, or c) failure to return to work when recalled from lay-off as contained in Subd. 6. below.

Subd. 4. Temporary Incapacity: Inability of custodial personnel covered by this Agreement to work due to illness or injury shall not result in loss of position. Said personnel shall be entitled to return to regularly assigned positions after sufficient recovery to perform usual and ordinary duties. Maximum length of temporary incapacity shall not exceed 18 months. After 18 months, but prior to 24 months, an employee may petition the superintendent for reinstatement. The decision to reinstate an employee returning from temporary incapacity status shall rest solely with the superintendent and will not be subject to appeal. If making room for the employee requires lay-off(s), the procedures outlined in this contract for seniority determinations, layoffs, bumping, and filling of vacancies shall be followed.

See Article XIII, Section 1, regarding employee who is unable to perform the duties satisfactorily because of poor health or physical disability.

Subd. 5. Replacement of Absent Custodial Personnel:

When the custodian of a building is absent from work, the lead district custodian (LDC) or school administration shall appoint or authorize a substitute. First priority will be to fill a custodian position with a custodian (who is not the LDC).

Custodians substituting for other custodial personnel shall receive their own rate of pay or the person's rate of pay for whom they are substituting, whichever is greater. The replacement for custodial personnel will be notified in advance, if possible. District administration or the LDC shall determine if a substitute is needed for absences occurring during the summer (non-regular student school year).

Subd. 6. Posting and Filling of Vacancies: If a vacancy is determined by the superintendent to exist within the custodial category, notice of this vacancy shall be advertised in the local newspapers and posted internally. Employees within the department (i.e. custodian or part-time cleaner) shall be given five (5) working days to apply for said open position. Given due regard to reliability, efficiency, ability, and overall qualifications relative to the job description, appropriate candidates will be selected by the building administrator. The most qualified candidate will be recommended to the superintendent for employment. Final authority for hiring rests with the school board.

Subd. 7. Lay-Offs: In the event of a custodial lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off prior to part-time cleaning personnel. Part-time cleaning personnel, based on their inverse order of seniority, shall be laid off prior to any full-time custodial personnel. Employees to be laid off for an indefinite period will have at least two (2) calendar weeks notice.

In the event of lay-off, custodial personnel who have completed their probationary period, shall within a period of two (2) years from their last regular working day, be the first custodian rehired and upon said employee being rehired shall be restored with their seniority, years of service, vacation and sick leave.

Subd.8. Bumping: In the event of a reduction of force, a reduction in hours worked, or the elimination of a position, a senior custodial/part-time cleaning employee may exert his/her seniority preference over a less senior employee, provided he/she has the necessary qualifications to perform the duties of the job involved.

Subd. 9. Transfers: When a custodial employee voluntarily transfers to a newly posted position, said employee shall have fifteen (15) calendar days in which to decide whether to keep the position. If the employee does not want to keep the position, said employee may return to the original assignment with no loss of seniority.

Section 3. Probationary Period for Custodial Personnel: The probationary period for custodial/part-time cleaning personnel shall be for twelve (12) months. During the probationary period, an employee may be subject to dismissal without recourse. Qualified custodial/part-time cleaning personnel may be promoted by administrative recommendations to a position with a higher rate of pay at any time. The probationary period, as described in this section, is also applicable to all job transfers or promotions. Should the administration, within the probationary period, determine the transferred or promoted employee is incapable of performing the duties of the new job in a satisfactory manner, the employee will be returned to the former position without loss of seniority. Leaves of absence, including sick leave and vacation days, will not be counted toward the probationary period.

Section 4. School Bus Driving: Released time, during the working day for school bus driving, shall be determined by the School Board before a custodian is placed in a higher position on the wage scale.

Section 5. Saturday Assignment: At the secondary buildings (Middle and Senior High) during the school year there shall be a custodian on duty for a period of eight (8) hours each Saturday from 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m. except during vacation periods. At the elementary buildings (Churchill and Washington) during the school year there shall be a custodian on duty one Saturday per month (assigned by the building principal) for a period from 7:00 a.m. to 12:00 and from 12:30 p.m. to 3:30 p.m.

For the high school and middle school, full-time custodians will be assigned by the superintendent to Saturday duty on a rotation basis and shall be custodians regularly assigned to the secondary buildings or the Garfield School.

Elementary custodians may be assigned to Saturday work at the discretion of the superintendent.

Section 6. Outside Employment: A full-time custodial employee who wishes to accept regular outside employment must file an application with the school board for permission to accept such employment--casual and self-employment. . . accepted.

Section 7. Use of Student Workers: The head building custodians are authorized to sign off for the Union and accept student workers within their building providing this does not result in the reduction of existing custodial time.

Section 8. Lead District Custodian (LDC)

Subd. 1. Lead District Custodian. The District will create a Lead District Custodian position which will be placed in the custodial bargaining unit and be filled effective on or after July 1, 2013. The District may annually review if the position of Lead District Custodian should be continued. The school district reserves the right to discontinue the position of Lead District Custodian at any time. The school district also reserves the right to add the position of Director of Buildings and Grounds at any time, and such position would not be placed in the custodial bargaining unit.

Subd. 2. Job Description. The job description for the Lead District Custodian position will include duties related to supervision of custodians and cleaners, including making recommendations for hiring, assignment of work, creation of work schedules, evaluation of work performance, handling grievances at Step One, and other duties as assigned, which may include health and safety duties. The school district will give AFSCME a copy of the job description for the Lead District Custodian position after it has been finalized. The school district reserves the right to change the job description for the Lead District Custodian position at any time.

Subd. 3. Additional Compensation. The Lead District Custodian shall be paid an hourly rate of \$4.30 in addition to whatever hourly wage he would earn as a head custodian under the Master Agreement.

Subd. 4. Additional Benefits. The Lead District Custodian shall receive five (5) days of vacation per year in addition to the number of days of vacation he would earn under the Master Agreement, provided that the total number of days of vacation a District Lead Custodian shall earn per year shall not exceed thirty (30).

Subd. 5. Posting and Filling the Lead District Custodian Position in Future School Years. The school district will annually decide at its sole discretion whether the individual assigned to the Lead District Custodian position will continue in that position for the following school year or be reassigned to another position in the custodial bargaining unit with the same pay and benefits the Lead District Custodian previously held prior to being assigned the Lead District Custodial position. The school district's decision to reassign the individual holding the Lead District Custodian position to another position in the custodial bargaining unit shall not be subject to the grievance procedure. If the school district decides to reassign the individual who is serving as the District's Lead Custodian, the District Lead Custodian position will be deemed to be open and the position will be posted.

ARTICLE V – BASIC SCHEDULES AND RATES OF PAY

Section 1. Custodial Personnel: The classifications, wages and salaries of custodial personnel reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2017 – June 30, 2020.

Section 2. Overtime Pay: Overtime shall be paid at one and one-half times the regular pay rate for all work in excess of the regular full time work week of forty (40) hours, except Sundays and holidays. Overtime on Sundays and holidays shall be paid at double the regular pay rate. Overtime shall be paid at the pay rate of the individual who is working and shall be

offered to full-time custodians based on building seniority first and district seniority next. Overtime must be authorized by the superintendent.

Subd. 1. Computation: Computation of custodial overtime pay shall be in accordance with the following formula:

Annual Wage of Employee

Hourly wage x 1.5 for time over 40 hours per week or 2.0 for overtime worked on Sundays or Holidays. Employees shall have the option of taking overtime as paid time, as stated above, or as compensatory time off with one and one-half (1½) hour off for each hour of overtime worked, and two hours off for double time worked. Compensatory time off may be accrued to a maximum of forty (40) hours.

Section 3. Night Assignment: Effective July 1, 2015, all full-time custodial personnel with night assignments shall receive an additional \$77.00 per month (\$3.50 per day). All full-time custodial personnel with night assignments, who are temporarily working the day shift during the regular teacher school year as reflected in the school calendar, will be deducted at the rate of \$3.50 each day. Night assignment shall be defined as an eight (8) hour shift beginning between the hours of 2:30 p.m. and 11:30 p.m.

Section 4. Firing and Inspection: The head custodian of each building shall be responsible for firing and general inspection of the building when not attended by another custodian on a weekend or a holiday during the school year. For this section, a school year is defined as when the teachers start their first day through the teachers' last day in the spring, including professional days.

Subd. 1. Elementary: Effective July 1, 2007, the rate of pay for firing and inspection of elementary and secondary buildings shall be \$62.50 for each day of the weekend and \$65.00 for each holiday.

Subd. 2. Holidays -- Defined: The holidays referred to in this Section are: Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, President's Day, Good Friday and Memorial Day.

Subd. 3. Duties: Duties to be performed on the occasion of each firing and inspection shall be listed on a checkout form which is to be completed by the custodian and delivered to the building principal on the day following the weekend or holiday.

Section 5. Call Time: There shall be a call time for full-time custodial personnel of two (2) hours at a time and one-half (1½) rate. Call time is in addition to the regular or overtime wage rates.

Section 6. Payday: Effective with the September 2000 payroll, custodian personnel will be paid according to District Policy #423.10 - Employee Payroll.

Section 7. Payroll Deductions: Upon authorization of the employee, union dues will be deducted from the employee's monthly salary and the school board shall make payment of such deductions to the treasurer of Local 545.

Section 8. Payroll PEOPLE Deductions: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 9. Pay Equity Orders: Any increases in salaries due to pay equity orders shall be negotiated with the exclusive bargaining representative.

ARTICLE VI -- BENEFITS

Section 1. Benefits: The school district shall make available to all custodial employees covered by this Agreement, subject to the limitations set forth in Subd. 5 of this section, the following benefits:

Subd. 1. Hospitalization, Medical and Surgical Insurance:

A. **Employee/School District Premium Share:** Effective July 1, 1995, hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees. Employees electing dependent coverage shall pay at least \$100.00 per month for dependent coverage with the district bearing the cost of the remainder of the dependent premium.

B. **Premium Increase:** In the event the dependent premium increases (above the 1994-95 premium), the district shall pay for the first \$25.00 increase, the employee the next \$25.00 increase, and any increase over \$50.00 shall be divided equally between the employee and the district.

Subd. 2. Term Life Insurance: Life insurance shall be provided at school district expense in the amount of \$50,000 to each eligible employee.

Subd. 3. Long-Term Disability: Long-term disability benefits will be provided at employee expense up to 66 2/3% of the employee's basic salary to maximum benefit of \$3,000.00 per month. There shall be an elimination period of 60 working days.

- A. All eligible employees shall be required to participate in the group at their own expense.
- B. The salary of each employee shall be increased by the cost of their long-term disability premium.
- C. (A) and (B) will take effect with the January 1996 payroll, which pays the February 1, 1996 long-term disability premium.

Subd. 4. Dental Insurance: Effective October 1, 2005, dental benefits will be paid by the school district at a premium rate of \$26.80 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at a premium rate of \$46.78 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay for the additional cost of premiums for the term of this contract only. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

Subd. 5. Eligibility: To be eligible to receive benefits as provided in this section, i.e., hospitalization, medical and surgical, term life, long-term disability and dental insurance, the custodial employee must be assigned to a position requiring a minimum of eight (8) hours work per day for 167 days per year.

Custodial/part-time cleaning personnel currently receiving benefits shall continue to be eligible for the benefits.

Effective September 1, 1992, hospitalization, medical and surgical insurance coverage only, shall also be made available to custodial employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For custodial employees working seven (7) hours per day or more, but less than eight (8) hours per day, the school district shall contribute a pro rata portion of the school district contribution of this benefit for custodial employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1 of this section.

Subd. 6. Duration: Benefits described in Subds. 1, 2, and 4 above shall be in effect on a twelve (12) month basis. However, all benefits shall cease upon termination of employment.

Section 2. Retirement Benefits: Benefits provided in Section 1, Subds. 1 and 2 of this Agreement shall be provided to eligible employees who retire from employment with the school district, provided the employee: 1) has been employed as

a full-time employee (eight hours per day 52 weeks per year) in Independent School District No. 94 for ten (10) consecutive years prior to retirement, and 2) is fifty-five (55) years of age.

Subd. 1. Costs: The full cost of retirement benefits, for employees who retired prior to June 30, 1989, shall be paid by the school district for eligible retired employees beginning on their 55th birthday and shall continue until the eligible employee's 65th birthday.

Employees who retire after July 1, 1991, the hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract stated in Article VI, Section 1, Benefits Subd.1. For employees retiring after July 1, 1991, hospitalization, medical and surgical future premium costs and increases exceeding both the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until reaching 65 years of age.

The application of the premium to be paid by the school district shall be for the employees' coverage which was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between 55 and 65 years of age changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Subd. 2. Custodial Severance Pay: Effective July 1, 2010, custodial persons who have been full-time employees (i.e., 8 hours per day, 12 months per year) in Independent School District No. 94 for ten (10) consecutive years prior to retirement, and who are at least 55 years of age shall, upon retirement, receive in the form of severance pay, ninety (\$90) dollars for each day of unused sick leave, not to exceed 120 days.

Subd 3. Beneficiary or Beneficiaries to Receive Earned Severance: Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

Section 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Mileage Reimbursement: Actual mileage for work related travel will be paid to custodial personnel on a monthly basis at the federal rate on the appropriate district form and approved by the building administrator.

ARTICLE VII -- LEAVES OF ABSENCE

Section 1. Emergency Leave: Three (3) working days per year may be granted with pay with the approval of the building principal. All such leaves shall be deducted from sick leave.

Section 2. Sick Leave: Full-time custodial personnel shall be allowed fifteen (15) days of current sick leave annually for the first five years of employment with the District. After five years of employment with the district, full-time custodial personnel shall be allocated thirteen (13) days of sick leave annually. Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, or parent. Employees initially employed after July 1, shall be allowed one (1) and one-quarter (1/4) days of sick leave for each month or (173) hours of continuous employment during the first year but not to exceed fifteen (15) days.

Example: Continuing employees will be credited with their yearly allocation of sick leave days on July 1 of each year.

Example: A custodial employee initially employed on November 1 will immediately be credited with ten (10) days of sick leave which is equivalent of one (1) and one-quarter (1/4) days times eight (8) months.

Note: The 2013 and 2014 Legislature amended a sick leave law. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent, to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

Section 3. Misuse of Sick Leave: If misuse of sick leave is suspected, the building administrator and exclusive representative will meet with the custodian and at the custodian's option, another representative. After this meeting, the building administrator may ask the custodian for a medical certificate from a qualified physician at such time as the custodian requests future sick leave for up to one (1) year from the date of this meeting. The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

Section 4. Accumulated Sick Leave: There shall be no limit on accumulation of unused sick leave.

Section 5. Sick Leave Bank: At the beginning of the 1995-96 school year and for the next one (1) year thereafter (1996-97), full-time custodians shall contribute one (1) day of sick leave allowance to a common sick leave bank to be administered by the superintendent. The total at the end of this two-year period shall constitute the maximum for the bank. No further deductions shall be made until the balance in the bank is reduced to less than the total number of full-time custodians employed for that school year. In the event that this action becomes necessary, one (1) day will be deducted from each full-time custodian's sick leave during any month the balance in the bank is reduced to less than the total number of full-time custodians employed for that school year. Although the total may not equal the beginning maximum, no further deductions shall be made until the total is again reduced to less than the number of full-time custodians employed for that school year. Full-time custodians shall not be eligible to draw from the sick leave bank until they have exhausted their own sick leave and have had six (6) days of continuous absence without sick pay. In any year in which a full-time custodian has drawn from the sick leave bank, the waiting period for re-entry into the sick leave bank shall be one (1) day and a physician's note certifying the custodian's inability to return to work will be required. Full-time custodians may draw sick leave days from the sick leave bank until they are eligible for long-term disability benefits. Participation in the sick leave bank is limited to custodians working full-time.

Section 6. Sick Leave for Childbirth, and/or Pregnancy, and/or Adoption – Sick leave for childbirth and/or pregnancy, and/or adoption is granted according to one of the following conditions:

- A. Following the birth of a child, the mother will be granted sick leave for any school days during the next six (6) calendar weeks. Standard practice is six (6) weeks for regular delivery and eight (8) weeks for a C-Section accompanied by a physician's orders. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.
- B. During a pregnancy, a doctor's written statement will be needed to verify the need for extended leave due to complications with a pregnancy.
- C. If a custodian requests additional FMLA leave due to the birth of a child, the FMLA leave and sick leave shall run concurrently – starting at the same time.
- D. Paid sick leave is dependent upon the number of sick days a custodian has accumulated.
- E. Sick leave for adoption shall be granted for up to five (5) days.

Section 7. Bereavement Leave: Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3)

scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

Section 8. Personal Leave: Each full-time custodian has two (2) working days with pay per year, non-accumulative, for personal reasons. Personal leave is not deducted from sick leave. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

Employees who use two or fewer sick leave days in a school year, will have one additional personal leave credited to their leave time the following school year. This additional personal leave day must be used during the year in which it is credited, or it will be lost.

ARTICLE VIII – VACATIONS

Section 1. Custodial Vacation Time: Ten (10) days of paid vacation time shall be allowed all full-time custodial personnel after twelve months of continuous service. Fifteen (15) days of paid vacation time shall be allowed each full-time custodian after seven (7) years of continuous employment in the district. Twenty (20) days of paid vacation time shall be allowed each full-time custodian after twelve (12) years of continuous employment in the district. Twenty-five (25) days of paid vacation time shall be allowed each full-time custodian after eighteen (18) years of continuous employment in the district. Thirty (30) days of paid vacation time shall be allowed each full-time custodian after twenty-five (25) years of continuous employment in the district.

Effective July 1, 1977, one (1) day additional vacation shall be allowed for each two (2) years of service beyond twenty-five (25) years.

Vacation time shall not accrue while an employee is off the job and being compensated through Workers' Compensation.

For employees hired after May 1, 2008, the maximum vacation benefit that can be obtained will be 28 days, and this benefit shall accumulate at experience intervals defined above.

Section 2. Computation: Vacation time shall be computed as of July 1 each year. When an employee reaches his or her 7th, 12th, 18th, 25th, 27th, 29th, etc., employment anniversary date, their additional vacation time will be granted as of that date.

Example: A custodian employed on October 15, 1971 will be granted ten (10) days of vacation on July 1, 1978. When he/she reach his/her anniversary date of October 15, 1978, he/she will have completed seven (7) years of continuous service with the school district. Five (5) additional days of vacation will be granted to that employee on his/her employment anniversary date. Custodial personnel first employed after July 1 shall receive one (1) day of paid vacation for each month of continuous service from the time of employment to July 1, but not to exceed ten (10) days.

Example: A custodian employed on March 1 would be allowed four (4) days of paid vacation on July 1.

Section 3. Separation: In the event of separation before July 1, vacation time shall be computed at the rate of one (1) day per month of continuous service but not to exceed ten (10) days. Employees whose longevity entitles them to more than ten (10) days yearly vacation shall have vacation time prorated from July 1 to the separation date.

Section 4. Scheduling: Custodial personnel will be given every reasonable and practical choice of vacation periods possible. Personnel with greater seniority shall be given preference in scheduling vacations provided these vacations are scheduled at least 30 days in advance. Custodial personnel may schedule vacations anytime during the contract year (July 1

through June 30) upon request and agreement from the superintendent or lead district custodian. No more than 50% of the custodians may be on vacation at any one time.

Accrued vacation time not used by June 30 will be forfeited unless alternate vacation time is mutually agreed upon prior to June 30. Vacation days shall not be forfeited if custodians attempt to schedule their remaining vacation days by May 1st but are unable to do so.

ARTICLE IX -- HOLIDAYS

Section 1. Paid Holidays: Full-time custodial personnel shall be granted the following holidays with pay: New Year's Day, President's Day, Good Friday, Memorial Day, July 4, July 3 or 5, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day. At least two weeks before July 4th, the adjustment committee will discuss with the administration which additional day will be taken with the Fourth of July Holiday.

When a paid holiday falls on a non-working day, the employee will be granted one (1) additional vacation day. If the employee is off the job and being compensated by Workers' Compensation, no additional vacation days will be granted.

ARTICLE X -- HOURS OF SERVICE

Section 1. Work Week: Forty (40) hours shall constitute a regular work week.

Section 2. Building Hours: The specific work hours at any individual building may vary according to the needs of the school district. The specific work hours for each employee will be designated by the building principal.

ARTICLE XI -- PART-TIME CLEANING PERSONNEL--BENEFITS

Section 1. Definition: Part-time is defined as less than eight (8) hours per day, 167 days per year but more than fourteen (14) hours per week, 67 days per year.

Section 2. Sick Leave: Effective September 1, 1992, part-time cleaning personnel shall be allowed fifteen (15) days of current sick leave annually for the first five years of employment with the District. After five years of employment with the District, sick leave shall accumulate at a rate of thirteen (13) sick leave days per year. A sick day is defined as the number of hours of assigned work. Employees initially employed between October 1 and January 31 shall receive six (6) days of sick leave. Employees initially employed between February 1 and June 30 shall receive three (3) days of sick leave for that year. Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, or parent.

Note: The 2013 and 2014 Legislature amended a sick leave law. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent, to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

- a. **Verification of Sick Leave:** If misuse of sick leave is suspected, the building administrator and executive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting. The school district administration may request a physician's verification for sick leave taken of three consecutive days or more.

Section 3. Accumulated Sick Leave: There shall be no limit on accumulation of unused sick leave.

Section 4. Building Lock-up: Effective July 1, 2010, the part-time cleaning person at Washington Elementary School, Churchill Elementary School, Middle School, Senior High School and Garfield School, who is responsible for locking that building at night, shall receive an additional seventy (\$.70) cents per hour.

Section 5. Personal Leave: Each part-time cleaning person has two (2) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave is not deducted from sick leave. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

Employees who use two or fewer sick leave days in a school year, will have one additional personal leave day credited to their leave time the following school year. This additional personal leave day must be used during the year in which it is credited, or it will be lost.

Section 6. Summer Work: When the number of summer work hours is allocated in the spring, part-time cleaning personnel shall be given first opportunity based on building seniority, excluding lawn mowing, as authorized by the superintendent. Should additional hours become available during the summer, they will be allocated on a district seniority basis to part-time cleaning personnel not working.

Section 7. Paid Holidays: Part-time cleaning personnel shall be granted Christmas Day, President's Day, Good Friday, Memorial Day and Labor Day with pay on a prorated basis. Effective July 1, 2002, Thanksgiving Day and New Year's Day with pay on a prorated basis. For example: An employee working four (4) hours per day shall receive five (5) four (4) hour holiday days per year.

Effective July 1, 2016, part-time cleaners who work in the summer are eligible for a paid holiday on July 4. In order to be eligible for the July 4 holiday pay, the employee must be "regularly scheduled" in the summer months, unless on an excused illness. "Regularly scheduled" shall be determined in advance by the Lead District Custodian.

Section 8. Emergency Leave: Three (3) prorated working days per year may be granted with pay with the approval of the building principal. All such leaves shall be deducted from sick leave.

Section 9. Other Positions within the District: Part-time personnel may be employed in other part-time positions in the District but can be eligible for benefits only under the agreement where a majority of the time is worked.

Section 10. Leaves of Absence without Pay/Benefits: Part-time custodians may be granted a leave of absence without pay/benefits by the School Board for a period of time not to exceed six (6) months. This leave may be granted only once regardless of length.

Section 11. Severance Pay: Part-time custodians who have been employed for a minimum of six (6) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) years and who are at least fifty-five (55) years of age, shall upon retirement receive in the form of severance pay for each day of unused sick leave, not to exceed 120 days as follows: a) Sixty (\$60) effective July 1, 2010.

Effective July 1, 2015, part-time cleaners who have worked for ten (10) years, are at least fifty-five (55) years of age, but who do not qualify for severance pay as per the qualifications listed above, shall receive severance pay of \$30 for each day of unused sick leave, not to exceed 120 days.

Section 12. Life Insurance: All part-time cleaners who meet the minimum employment standards of the school

district's insurance carrier shall receive a \$10,000 life insurance policy. As of July 1, 2008, the minimum employment standard is to be employed a minimum of 20 hours per week.

Section 13. Bereavement Leave: Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

ARTICLE XII -- WORKERS' COMPENSATION

Section 1. Reporting Injuries: All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

Section 2. Compensation: Any employee who is injured in the line of duty shall receive such compensation and expenses prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed accumulated sick leave. Sick leave shall be charged only for that portion in excess of the Workers' Compensation payment. Compensation will be based on the salary rate at time of injury and shall not increase during the period of time the employee is receiving Workers' Compensation.

ARTICLE XIII -- RETIREMENT

Section 1. Health and Physical Disability: The School Board reserves the right to retire an employee if said employee is unable to perform the duties satisfactorily because of poor health or physical disability.

Section 2. Pensions: All custodial employees of the school district are required to become members of retirement funds under the Laws of the State of Minnesota.

Section 3. Benefits: See Article VI, Section 2 of this Agreement for retirement benefits.

ARTICLE XIV -- MEDICAL EXAMINATION

Section 1. Physical Examination:

- a. The school board may require a physical examination of any employee at such time as deemed necessary. The cost of the examination shall be paid by the district.
- b. An employee who is not able to return to duty on the day following two (2) weeks of illness or injury shall present a certificate of ableness from a physician to the superintendent upon his return to work.
- c. An employee who has been absent from work because of a nervous disorder must present a satisfactory report from a physician to the superintendent before returning to work.
- d. An employee must have the permission of the superintendent to return to work if it is necessary for said employee to use crutches or if portions of the employee's body are bandaged or in slings or if the condition of the body is of such a nature as to attract undue attention.

ARTICLE XV -- REQUEST TO SCHOOL BOARD

Section 1. Procedure: All employees are encouraged and shall be given opportunities to express their wishes to the school board. However, all complaints and requests shall be made through appropriate channels. There are two (2) appropriate channels through which the wishes of the employees may reach the superintendent of schools and the School Board.

1. Through an authorized committee or president of an official recognized employee organization.
2. Through the line of authority.
3. If employees wish to express a concern about a supervisor, they may speak directly with the following supervisor in the line of authority – lead district custodian, building administrator, or superintendent. They may bring a union representative with them if they so choose.

ARTICLE XVI – MAINTENANCE OF MEMBERSHIP

Employees occupying positions covered by this Agreement, after thirty (30) days beyond the probationary period, must become members of Local 545 and must remain members in good standing thereafter.

ARTICLE XVII – DISCIPLINE

The disciplinary process described herein is designed to utilize progressive steps and, where appropriate, to produce positive corrective action.

Section. 1. – Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below:

1. Oral warning;
2. Written warning;
3. Suspension (paid or unpaid) and/or demotion, and
4. Discharge

In cases of serious misconduct or incompetence, discipline need not be progressive and may, for a first offence, involve an appropriate suspension or discharge. Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct.

Section 2. Procedures for Administering – In an instance where any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency of conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.
2. Provide directives to the employee to correct the conduct or performance.
3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
5. Specify the expected level of performance or modification of conduct to be required from the employee.

Section 3. During an investigative process, employees have the right to request to have a union representative present during an interview when the employee reasonably believes that the interview is likely to result in disciplinary action (Weingarten Rights). Management is not required to inform the employee of these rights; but once an employee requests representation, management has three options:

1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing), the representative has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately; or

3. Give the employee a clear and voluntary choice between having the interview without representation or ending the interview.

Section 4. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. A record of an oral reprimand may be entered into the personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record. The employee must provide the written response within 15 calendar days from the time the employee is notified of the record.

ARTICLE XVIII -- GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean a disagreement between the employee and the school board as to the interpretation of any terms of any contract required under PELRA.

Section 2. Representative: The employee, superintendent, or school board may be represented during any step of the procedure by a person designated to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Variation from Procedure: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or, in the case of the employer, shall constitute a denial of the grievance.

Subd. 2. Days: "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes, or non-duty days during the school year.

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, legal holiday, or non-duty day during the school year, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, legal holiday, or non-duty day during the school year.

Subd. 4. Filing or Service: 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 or is received within the time period through personal service.

Section 4. Step One: Any grievance must first be submitted in writing to the superintendent within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged grievance informally between the employee and the parties. The superintendent will answer the employee in writing within fifteen (15) days of receipt of the written grievance.

Section 5. Step Two: In the event the grievance is not resolved in Section 4, the employee may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. The school board will set a date, which is mutually agreeable for hearing the appeal within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the school board shall issue its decision in writing to the parties involved.

Section 6. Arbitration Procedures: Any controversy or dispute which has been submitted to the grievance procedure and not there resolved may be submitted to arbitration as defined herein.

Subd. 1. The employee must submit his request to arbitrate to the superintendent's office within ten (10) days of

receipt of the school board's decision.

Subd. 2. Selection of the Arbitrator: The school board, the employee and his/her representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the employee are unable to agree on an arbitrator, they will request from the Director of BMS a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

Subd. 3. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 4. Decision: 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 in the P.E.L.R.A. of 1971 as amended.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 6. Jurisdiction: The arbitrator shall not have the power to add, subtract from, or to modify in any way, the terms of the existing Agreement.

Subd. 7. Processing of Grievance: Processing of all grievances shall be during the normal work day whenever possible and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their participation in a grievance proceeding is as follows:

- A. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

SCHEDULE A – CLASSIFICATION AND WAGES FOR CUSTODIAL PERSONNEL: 2017-2020

Salaries will increase 2.0% in 2017, 1.75% in 2018 and TBD in 2019.

Custodial Classifications Hourly Wage	2017-2018 Hourly Rate	2018-2019 Hourly Rate	2019-2020 Hourly Rate – TBD*
Custodian - Step 1	\$23.95	\$24.36	
Custodian – Step 2	\$25.37	\$25.81	
G Custodian – Head Pool Operator	\$25.80	\$26.25	
H Head Elementary and Garfield Custodians	\$27.95	\$28.44	
K Head Custodian(s) – Cloquet Middle School and Senior High School	\$28.88	\$29.38	

Custodial Classifications Monthly Wage	2017-2018 MO SAL	2018-2019 MO SAL	2019-2020 TBD* – MO SAL
Custodian - Step 1	\$4,150.60	\$4,223.24	
Custodian – Step 2	\$4,397.17	\$4,474.12	
G Custodian – Head Pool Operator	\$4,471.71	\$4,549.96	
H Head Elementary and Garfield Custodians	\$4,844.57	\$4,929.35	
K Head Custodian(s) – Cloquet Middle School and Senior High School	\$5,005.73	\$5,093.33	

To be in compliance with the Fair Labor Standards Act, custodians are hourly paid employees. Therefore, and for accounting purposes, both hourly and monthly salaries are listed in the above table.

*Increase in Salaries for the 2019-2020 school year will be based on the percent of increase granted in the Teachers' Salary Schedule for the 2019-2020 school year.

Longevity Pay. Longevity pay is based on years of service as a custodian or part-time cleaner in the school district (adjusted for full year leaves of absence), is effective July 1, 2017, and will be paid according to the chart listed below. Employees hired between July 1 and December 31 will have their first year of service credited July 1 following their hire. Employees hired between January 1 and June 30 will have their first year of service credited the second July 1 following their hire.

Longevity pay for part-time cleaners will begin in September of the year in which the part-time cleaner begins their 25th year of service. Longevity pay for custodians will begin July 1, of the year in which they begin their 25th year of service. Employees who change classification from part-time cleaner to custodian or from custodian to part-time cleaner will have their years of service in the custodial employees' union credited towards longevity pay. Monthly, longevity pay will be paid for full months worked in a school year. For instance, part-time cleaners usually will receive their longevity pay September through May. Projected longevity pay may be prorated over the 12 months of a school year.

Years of Service	Monthly Payment
25 – 29 Years	\$25.00/Month
30 – 34 Years	\$50.00/Month
35 – 39 Years	\$75.00/Month
40+ Years	\$100.00/Month

1. Step one (1) is for year one (1) and year two (2) of experience as a custodian. Step two (2) is more than two (2) years of experience as a custodian. At the discretion of the school board, custodial experience may be granted for experience outside of the Cloquet School District.
2. Any custodian, other than the head pool operator, who receives a pool operator's license and is asked to be available to work with the pool as part of that custodian's regular assignment, will receive an additional \$.25 per hour in their base salary.
3. Any person who is charged with the responsibility of operating a boiler in a building must hold a license that is equivalent to or not less than one (1) level lower than the license required for that boiler.
4. Head custodians must hold a license, that, at a minimum, qualifies them for supervising operation of the boiler horse power in their building.

All custodians are to make reasonable progress towards possessing a 1st Class License. Required progress shall be as follows:

- 1.5 years for a Special Boiler Operator's License
- Five years for a First Class License

Custodians not meeting this schedule will have their salaries frozen until obtaining the proper license. A custodian whose salary is frozen will remain on the classification rate for which the custodian is assigned, but at the amount designated for that classification during the year in which they were frozen.

SENIORITY LIST – FULL TIME CUSTODIAL PERSONNEL: AS OF MARCH 31, 2018

EMPLOYEE	STARTING DATE
1. Kevin Boedigheimer	August 27, 1979
2. Keith Marti	January 23, 2001
3. Matthew Montgomery	February 1, 2001
4. Gary Hughes	February 1, 2004

5. James Kersting	December 22, 2010
6. Stephen Martin	March 14, 2011
7. Trevor Neff	December 12, 2017
8. Gary Beck	December 14, 2017
9. Christopher Marciniak	December 26, 2017

SCHEDULE B: PART-TIME CLEANER CLASSIFICATIONS AND WAGES

PART-TIME CLEANER CLASSIFICATION & WAGES: AS OF JULY 1, 2015

CLASSIFICATIONS	2017-2018 2.0%	2018-2019 1.75%	2019-2020 TBD*
Elementary/Secondary/Garfield Cleaner	\$15.01	\$15.28	
Custodial Substitute (1st 30 days subbed in school year)	\$16.45	\$16.74	
Custodial Substitute (31 or more days subbed in school year)	\$17.70	\$18.01	
On-Call Cleaner: Up to 20 Hours/Week	\$13.52	\$13.75	
On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week	\$15.01	\$15.28	

*Increase in Salaries for the 2019-2020 school year will be based on the percent of increase granted in the Teachers' Salary Schedule for the 2019-2020 school year.

SENIORITY LIST – PART-TIME CLEANING PERSONNEL: AS OF MARCH 31, 2018

EMPLOYEE	STARTING DATE
1. Denise Couture	September 5, 2006
2. Kristi Koen	October 11, 2010
3. Julie Ketola-Gustafson	December 17, 2012
4. Mark Frey	June 17, 2013
5. Kanyapat Baker	September 8, 2015
6. Lynne Grover	October 19, 2015
7. James Belden	September 13, 2016
8. Jason Morrisroe	October 9, 2017
9. Tony Branning	October 16, 2017
10. Josh Kolodge	October 19, 2017
11. Joseph Kersting	December 12, 2017
12. Scott Sheehan	February 13, 2018
13. Ernest Goldberg	March 5, 2018
14. Alan Clairmont	May 14, 2018