

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 22
Detroit Lakes, Minnesota

AND

LOCAL NO. 568 OF
MINNESOTA COUNCIL NO. 65
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

PERTAINING TO

CUSTODIANS AND BUS DRIVERS

JULY 1, 2017 THROUGH JUNE 30, 2019

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| ARTICLE 1 | |
| Purpose | 4 |
| ARTICLE 2 | |
| Recognition of Exclusive Representative | 4 |
| ARTICLE 3 | |
| Definitions | 4 |
| ARTICLE 4 | |
| School Rights | 5 |
| ARTICLE 5 | |
| Employee Rights | 6 |
| ARTICLE 6 | |
| Reservation of District Rights | 6 |
| ARTICLE 7 | |
| Rates of Pay | 7 |
| ARTICLE 8 | |
| Suspension Without Pay | 7 |
| ARTICLE 9 | |
| Insurance | 7 |
| ARTICLE 10 | |
| Leaves of Absence | 9 |
| ARTICLE 11 | |
| Workers' Compensation | 13 |
| ARTICLE 12 | |
| Holidays | 13 |
| ARTICLE 13 | |
| Annual Leave | 14 |

| | | |
|------------------------------|--|----|
| ARTICLE 14 | | |
| Probationary Period | | 16 |
| ARTICLE 15 | | |
| Seniority | | 16 |
| ARTICLE 16 | | |
| Hours of Work | | 18 |
| ARTICLE 17 | | |
| General Provisions | | 20 |
| ARTICLE 18 | | |
| Grievance Procedure | | 21 |
| ARTICLE 19 | | |
| Boiler License Allowance | | 23 |
| ARTICLE 20 | | |
| Pool Certification Allowance | | 24 |
| ARTICLE 21 | | |
| Health Care Savings Plan | | 24 |
| ARTICLE 22 | | |
| Duration | | 24 |
| SCHEDULE "A" | | 26 |

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1

PURPOSE

Section 1. Parties: THIS AGREEMENT between Independent School District No. 22, Detroit Lakes, (hereafter, "district"), and Local No. 568 of Minnesota Council No. 65, AFL-CIO, Minnesota, (hereafter "union"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereafter "PELRA"), to provide the terms and conditions of employment for the following described unit during the duration of this agreement:

All custodial employees and bus drivers employed by Independent School District No. 22 who are employed for more than 14 hours per week and more than 67 work days per year, excluding managerial, supervisory, confidential, and all other employees.

ARTICLE 2

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: To the extent required by PELRA, district recognizes union as the exclusive representative for unit. Union shall have those rights allowed by PELRA and provided by this agreement and those duties prescribed by PELRA plus those provided by this agreement.

ARTICLE 3

DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees; subject, however, to the provisions of Minn. Stat. ' 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Employees:

(a) **"Full-time Employees":** An employee scheduled to work 40 or more hours per week for 12 months during the period commencing July 1 of any year and ending the following June 30 if said employee works 2,080 hours during such period.

(b) **"Part-time Employee":** An employee hired to work on a regularly scheduled basis who does not meet the definition of full-time employee.

(c) **"Regular Employee"** An employee hired to work on a regularly scheduled basis either Full-time or Part-time without specification of a date of occurrence upon which his/her employment will terminate.

(d) **"Temporary Employee":** An employee hired with specification of a date or an occurrence upon which his/her employment will terminate even though the precise date of

said occurrence is not determinable at the time of hire (example, an employee hired to work during the construction of a building).

(e) "Casual Employee": A temporary employee, whether full-time or part-time, hired to do occasional, irregular work which does not recur on any regular periodic basis.

(f) "Seasonal Employee": An employee hired to do work on a seasonal basis, whether part-time or full-time, and whether temporary or regular.

(g) "Substitute Employee": An employee hired to do the work of some other employee during the latter's absence when the latter is expected to return.

Section 3. Classifications: There shall be five classifications: (1) bus drivers; (2) custodians; (3) head building custodians; (4) couriers; (5) part-time custodians and bus drivers. District may select employees from any classification and direct them to work in other classifications as necessary in effectuating the programs and functions of the district. Such selection and direction shall not change the classification of the employee for any purpose hereunder. An employee working in a higher classification for a period of twenty (20) consecutive work days shall be compensated at the wage rate for that classification.

ARTICLE 4

SCHOOL RIGHTS

Section 1. Inherent Managerial Rights: Union recognizes that district is not required to meet and negotiate on matters of inherent managerial policy, which matters include, but are not limited to, areas of discretion or policy, functions and programs of district, district's overall budget, utilization of technology, organizational structure, selection, direction, and number of personnel.

Section 2. Management Responsibilities: Union recognizes the right and obligation of the school board to manage and conduct the operation of the district efficiently within its legal limitations and with its primary obligation to provide educational opportunity for students of the district.

Section 3. Effect of Laws, Rules and Regulations: Union agrees that all employees in the unit shall perform the duties prescribed by the school board and the school administration and that they shall be governed by the laws and regulations of the State of Minnesota and United States and by school board and school administration rules, regulations, directives and orders. Any provision of this agreement contrary to law or requiring district to breach any obligation imposed upon it by law shall be null and void.

Section 4. Contracting Out: Nothing in this agreement shall restrict the rights of the school district to contract out bargaining unit work. In the event the school district elects to contract out bargaining unit work which will result in the layoff of current employees, the school district will provide ten (10) days written notice to the union during which the union may request a meet and confer session to discuss the impact on displaced employees.

ARTICLE 5

EMPLOYEE RIGHTS

Section 1. Request for Dues Check Off: Union shall be allowed dues check off for its members provided for by PELRA. Upon receipt of an authorization card properly executed by employee, district will deduct from employee's paycheck the dues that employee has agreed to pay union during the period employee has authorized such deduction. Monthly dues so deducted, together with a list of employees from whom deductions were made, and the amount of such deductions shall be forwarded to Council 65/Nashwauk office. This financial arrangement shall begin with the first payroll following the employee's first thirty (30) days of employment.

Section 2. Fair Share Fee: All employees in the unit who are not members of union may be required by union to contribute a fair share fee for services rendered by union. Union's right to require shall not exceed the right provided by PELRA and district's obligation so to deduct shall not exceed the obligation provided by PELRA. If union gives district written notice of the names of employees of whom it requires a fair share fee, district shall be obliged to check off such fee from the earnings of such employee and transmit it to union. In no instance shall the contribution required of such employee exceed a prorata share of specific expenses incurred for services rendered by union in relation to negotiations for the unit and administration of grievance procedure for the unit. The first deduction for any employee shall be due with respect to the first check for that employee issued on or after the 30th day following the notice. Such notice shall be in writing and shall be delivered to district at its administrative offices. Any dispute by an employee as to the amount of the fair share fee shall be resolved by the employee and the union and shall not be subject to grievance under this agreement.

The union hereby warrants and covenants that it will defend, indemnify, and save the district and all members of its school board and all its administrators harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of the deduction of the fair share fee specified herein, including payment of attorney's fees incurred in such defense whether or not a legal action is commenced.

ARTICLE 6

RESERVATION OF DISTRICT RIGHTS

By listing certain rights of district, district does not give up those rights which are not listed but, rather, reserves all rights accorded to it by law not given up by the express terms of this agreement.

ARTICLE 7

RATES OF PAY

Rates of Pay: Schedule A provides the compensation which shall be paid to the employee in the unit, and also the limitations and conditions upon which such payment will be made.

ARTICLE 8

SUSPENSION WITHOUT PAY

Section 1. The district shall discipline an employee only for just cause.

Section 2. An employee other than a probationary employee, may appeal a disciplinary matter other than an oral reprimand through the contractual grievance procedure. The selection of another procedure shall preclude the use of the grievance procedure.

Section 3. Suspension: Suspension shall take effect upon the employee's receipt of written notification from the superintendent of schools or designee to the employee, stating the grounds for suspension together with a statement that the employee may make a written request within seven (7) calendar days after receipt of such notification for a hearing before the school board to review the suspension. If no hearing is requested within such seven (7) calendar day period, it shall be deemed acquiescence by the employee to the suspension.

Section 4. Suspension Hearing: If the employee requests a hearing within the seven (7) calendar day period, the hearing shall take place within fourteen (14) calendar days after receipt of the request for hearing. At the option of the school board, the hearing may be by a committee or a designated representative of the school board. The school board reserves the right to affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the employee shall be compensated appropriately for any salary loss during the period of suspension not affirmed by the school board. The employee shall be notified of the date, time and place of the hearing and the school board shall issue its decision within fourteen (14) calendar days after the conclusion of the hearing.

Section 5. Appeal of Suspension: The decision of the school board shall be subject to the grievance procedure as provided in this agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within seven (7) calendar days after receipt of the school board's decision.

ARTICLE 9

INSURANCE

Section 1. Group Health and Hospitalization Insurance:

Subd. 1. District's Contribution - Full-Time Twelve Month Employees: In 2017-18, the District will contribute up to \$640.00 per month, not to exceed \$7,680 per year for single coverage, or up to \$1,075.00 per month, not to exceed \$12,900 per year for family coverage premium, as the case may be. In 2018-19, the District will contribute up to \$640 per month, not to exceed \$7,680 per year for single coverage, or up to \$1,075.00 per month,

not to exceed \$12,900 per year for family coverage premium, as the case may be. District's contribution for single and family coverage is toward premiums for coverage for each full-time custodian or bus driver employed by the District who qualifies for and is enrolled in District's group health and hospitalization plan. Employees who are members of the same family are not entitled to duplicate family coverage. Any additional cost of the premium over and above the contribution to which District agrees will be paid by the employee through payroll deduction. Employees scheduled for work less than thirty (30) hours per week shall not be eligible for group health insurance benefits.

Subd. 2. Less than 12-Month Employees: Employees scheduled to work 30 or more hours per week will be eligible for pro-rata health insurance contribution with the district's contribution for regular part-time employees equal to the product of multiplying the above-stated rate for a full-time employee by a fraction, the numerator of which is the number of hours worked per year by the full-time but less than 12 months employee and the denominator of which is 2,080, (e.g. $1,760/2,080 = 84$ percent district/16 percent by employee). Employees scheduled to work less than 30 hours per week shall not be eligible for health insurance benefits.

Subd. 3. If both spouses work for District #22, district's contribution shall not exceed one family coverage contribution.

Section 2. Term Insurance: The district shall provide and pay the premium for a \$25,000 Term Life Insurance Policy for employees who work 12 months, or less than 12 months but 200 days or more, 30 or more hours per week. Employees scheduled to work less than 30 hours per week shall not be eligible for term life insurance. Effective July 1, 2016, the district shall provide and pay the premium for a \$50,000 term life insurance policy.

The death benefit of the term life insurance reduces each year upon the employee's attainment of age 65. In the event of an active employee's death on or after age 65, the beneficiary will receive a reduced benefit equal to the amount as stated in the life insurance carrier's policy. Upon termination of employment, all of District's contribution shall cease.

Section 3. Income Protection Insurance: The School District will provide a long-term disability insurance program and the employee shall pay the full premium for coverage. All eligible employees will participate and payment will be made through payroll deduction. The maximum benefit will be equal to two-thirds of base salary to a salary maximum of \$27,000 for 2017-18 and a salary maximum of \$35,000 for 2018-19 contingent upon approval from the insurer's under-writing department that this increase will not affect overall group rates; otherwise, the salary maximum will remain at \$27,000. If income protection payments are made while accumulated unused sick leave is still being drawn, then, to the extent permitted by the insurance policy, the employee may at the employer's option, continue to draw accumulated sick leave not to exceed the difference between disability income payments and full pay or may take disability income payments and stop using accumulated sick leave, in which event the unused accumulated sick leave shall remain available to the employee. Employees scheduled to work less than 30 hours per week shall not be eligible for income protection insurance.

Section 4. Claims Against the School District for Insurance: It is understood and agreed that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the school board as a result of denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contributions: An active employee is eligible for school district contributions as provided on a full-time basis 40 hours per week or as otherwise specified in this Article. Upon termination of employment, all school district participation and contributions shall cease effective on the last day of the month of termination.

Subd. 1. Termination and Health Insurance Provision: Should a full-time employee terminate, the employee may elect to continue participation with the District's group health insurance program at the employee's expense in accordance with COBRA. A full-time employee who is dismissed for gross misconduct forfeits this health insurance provision.

The employee shall prepay to the school district business office the full cost of premiums by the 25th of the month prior to the month for which payment of premiums is being remitted. Failure to make timely payments shall be just cause of immediate coverage termination under the contract and shall be deemed forfeiture of this right under this provision.

Subd. 2. Retirement: Upon retirement, an employee may, at his/her discretion, continue to participate in the district's group hospitalization plan, at the employee's own expense in accordance with MN Statute 471.61, providing the following qualifications and criteria are met:

(1) Retiree shall be permitted to continue health insurance benefits with dependent benefits only if dependent coverage existed at the time of retirement.

(2) The retiree shall prepay to the school district business office the full cost of premiums by the 25th of the month prior to the month for which payment of premiums is being remitted. Failure to make timely payments shall be just cause for immediate coverage termination under the contract and shall be deemed forfeiture of this right under this provision.

(3) Upon retirement, employee shall make arrangements with the school business office to transfer their coverage from active to retiree status.

ARTICLE 10

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Acquisitions: All full-time employees shall earn personal sick leave for the employee's illness at the rate of 15 days for every 2,080 hours of service in the employ of the district. Employees shall be entitled to use one sick day for the birth or adoption of employee's child. Sick child care leave shall be granted in accordance with Minnesota Statutes and shall be deducted from sick leave.

Employees who work less than 2,080 hours but more than 1,600 hours shall earn a number of days of sick leave for each year of service in the employ of district which will be the product of multiplying 15 by a fraction, the numerator of which is the number of hours worked per year by the part-time employee and the denominator of which is 2,080.

Employees not completing a full contract year will receive a prorata share of the number of days which would have been received if the contract year had been completed.

Part-Time Custodian and Part-Time Bus Driver personnel are eligible for up to five days of pro-rated sick leave per year. Casual Bus Drivers are ineligible for sick leave.

Sick leave must be earned before it can be used.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum credit of 115 days of sick leave per full time employee. Unused sick leave days for Part-Time Custodians and Part-Time Bus Drivers may accumulate to a maximum of ten (10) days.

Subd. 2A. Sick Leave Conversion: Full time employees who have fifteen (15) years of continuous service with ISD #22, as of their anniversary date, are eligible. Eligible employees must have ninety-five (95) days of accumulated sick leave already earned as of the employee's anniversary date. If the employee has ninety-five (95) days of accumulated earned sick leave, he/she can convert five (5) days of accumulated sick leave for one (1) personal leave day to be used in the next anniversary year. The employee must make a request for the conversion in advance (within thirty (30) days of the employee's anniversary date) by using/submitting the appropriate request.

Subd. 3. Allowance: Personal sick leave with pay shall be allowed by the district whenever an employee's absence is found to have been due to illness which prevented his or her attendance at school and performance of duties on that day or days. Employees shall be entitled to use one sick day for the birth or adoption of employee's child. Sick child care leave shall be granted on accordance with MN Statutes and shall be deducted from sick leave.

To the extent provided by M.S. 181.9413 (including the definitions contained in M.S. 181.940), an employee may also use his/her accumulated sick leave for the care of specific relatives provided under the law as follows: adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for up to a total of 160 hours in any rolling 12-month calendar period. The 160 hour maximum is applicable for those family members for which M.S. 181.9413 applies except for dependent, minor children where no maximum number of days applies.

Employees shall also be allowed sick leave with pay for serious illness for the family members of an employee's spouse as follows: grandparents, siblings, grandchildren with a limit of a total of three (3) days per year.

Subd. 4. Medical Certificate: The district may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating the employee's absence was due to personal illness or the illness of a qualified relative as defined in Subd. 3 above, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised on the day the illness is reported.

Subd. 5. Accounting and Notification: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee. An employee claiming sick leave must phone their supervisor at the beginning of the business day on which leave is taken and as soon as possible thereafter confirm the request by submitting the appropriate district leave request, and forward a medical certificate to the Human Resources Department if requested by district.

Subd. 6. Elective Procedures: Elective medical procedures and hospitalizations which can be scheduled during non-working days do not qualify for sick leave.

Section 2. Bereavement Leave:

Subd. 1. Bereavement Leave: A full-time custodian/bus driver shall be allowed full pay for four days absence from duty for each occasion in any one school year, non-accumulative, on account of death and/or taking care of business arising from the death of the custodian/bus driver's spouse, child, siblings, parents, parents-in-law, son/daughter in law, grandchild, or other members of the immediate household. The district may provide time off without pay for an employee to serve as a pallbearer.

One day shall be allowed, full pay, for absence from duty for each occasion in any one school year, non-accumulative, on account of death and/or taking care of business arising from the death of the custodian/bus driver's spouse's siblings, grandparents, aunts, uncles, nieces and nephews.

Part-Time Custodian and Part-Time Bus Driver personnel are eligible for up to one day of bereavement leave per year, non-accumulative.

Subd. 2. Written Request: Request for bereavement leave will be made by submitting the appropriate district leave request stating the decedent's name, relationship, the travel schedule necessary and the number of days requested to be absent.

Subd. 3. Separate from Sick Leave: Bereavement leaves are separate from sick leave and will not be deducted from personal leave or dependent on the availability of sick leave.

Section 3. Jury Duty: An employee may be granted leave for jury duty and shall be compensated for the difference between the employee's rate of pay and the pay received for such

obligation. In order to qualify for jury duty pay, the employee must request jury duty leave via the district's on-line leave request form and forward copies of the jury duty notice and the payment stub of pay made by the court to Human Resources. Except in unusual circumstances authorized by the school district, an employee released by the judge before the end of the work shift shall return to work.

Section 4. Child Care Leave:

Subd. 1. Upon medical confirmation of pregnancy or adoption of a child, the employee shall submit a written application for child care leave to district.

Subd. 2. Child care leave will begin and end on the dates to be agreed upon between the district and the employee.

Subd. 3. All child care leaves shall be without compensation except for sick leave use for the period of time during which the employee is temporarily, medically disabled because of a pregnancy or a pregnancy-related condition verified by the employee's physician. The child care leave, including the period of disability, shall not exceed twelve (12) months in duration. Failure of the employee to return pursuant to the date determined under this article shall constitute grounds for termination.

Subd. 4. Child care leave shall be without pay, but the employee, while on child care leave, shall remain eligible to participate in insurance programs, if any, which district may have in effect from time to time, if permitted under the insurance policy provisions. The School District will continue to pay the Employer contribution for single or family health insurance in accordance with FMLA for up to twelve (12) weeks of such leave. The employee shall pay the entire premium for any additional coverage during the period of child care leave.

Subd. 5. Upon the expiration of child care leave, the employee shall continue employment by district retaining all previously granted experience credit on Schedule A and retaining any unused leave time accumulated under the provisions of accrued additional experience credit or leave time during the period of child care leave.

Subd. 6. The parties agree that periods of absence on child care leave shall not be counted in determining the length of the probationary period.

Subd. 7. Employee may elect leave for pregnancy under provisions pursuant to Minnesota statutes.

Section 5: Personal Business Leave: The District may grant to a full time employee one day per year for tending to personal business which cannot be conducted on non school days. Request for this leave shall be made by submitting the appropriate leave request a minimum of five (5) working days previous to the beginning of the requested leave, except in emergency situations. Unused personal leave days will be forfeited at the end of the employee's anniversary year.

ARTICLE 11

WORKERS' COMPENSATION

Section 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of district, under the provision of the Workers' Compensation Act, district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of employee's earned accrual of sick leave and/or annual leave pay.

Section 2. A deduction shall be made from the employee's accumulated sick leave or, if none, from accumulated annual leave time used to supplement workers' compensation in the manner of the following example:

Assume an hourly rate of \$3 equaling a daily rate of \$24 and a weekly rate of \$120. Further assume a four week absence and that workers' compensation pays two-thirds of the daily wage.

\$3 times 8 = \$24 daily wage

\$24 times 5 = \$120 weekly wage

\$120 times 4 = wage during absence = \$480

$2/3$ times \$480 = workers' compensation payout = \$320

difference (\$480 - \$320) = \$160

\$160 difference = 6 $2/3$ days deducted from
\$24 daily wage accumulated sick leave

Section 3. Such payment shall be paid by district to the employee only during the period of disability.

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

Section 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elected to receive sick leave or vacation pay pursuant to this policy shall submit his/her workers' compensation check, endorsed to the district, prior to receiving payment from the district for his/her absence.

ARTICLE 12

HOLIDAYS

All employees who have worked the immediately preceding business day or are scheduled to work the immediately following business day need not work upon the following designated days unless they are paid as provided herein:

1. New Year's Day, January 1
2. Memorial Day, the last Monday in May

3. Independence Day, July 4
4. Labor Day, the first Monday in Sept.
5. Thanksgiving Day, the fourth Thursday in Nov.
6. The day after Thanksgiving
7. The day before Christmas, December 24
8. Christmas Day, December 25
9. Good Friday

When New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following day shall be taken instead and when any of such days fall on a Saturday, the preceding day shall be taken instead. If an employee would be scheduled to work but for the holiday time above allowed, that employee shall receive straight time pay at their regular rate for the hours of holiday time.

Employees entitled hereunder to holidays but directed to work such days shall receive extra straight time pay for the hours worked that day plus the pay he or she would receive for such work were it a regular working day and not a holiday. A person on sick leave or annual leave on a holiday shall receive only one day's straight time pay for that day.

ARTICLE 13

ANNUAL LEAVE

Section 1. All full-time employees employed on a 12-month basis will be granted annual leave with an anniversary date of employee's actual date of hire as follows:

- A. After completing one year - 5 days.
- B. After completing two years - 10 days; and 10 days each year thereafter until 7 years have been completed.
- C. After completing 7 years - 15 days; and 15 days after completing each year thereafter until 15 years have been completed.
- D. After completing 15 years - 20 days; and 20 days after completing each year thereafter.

Subd. 1. An employee's last day worked shall be the official employment termination date for employees who resign, whose employment is terminated, or are laid off from their position. Any accrued annual leave or any other leave may not be used to extend or delay a termination date. Any balance of annual leave (if any) as of the employee's last day worked shall be paid out in a lump sum at their regular hourly rate of pay and subject to applicable taxes in the employee's final paycheck or after board approval of such resignation, termination or lay-off. The only exception to this is when an employee resigns, is laid off, or whose employment is terminated, while on an approved leave of absence, or using approved sick leave and does not return from said leave. In these

cases, the date the employee submits his/her resignation, is laid-off, or terminated shall be the employee's official termination date.

Section 2. As a rule annual leave will not be taken when school is in session.

For purposes of this section, up to 30 (thirty) days of annual leave may be used between the first and last day of school. Of the 30 (thirty) days, up to 15 (fifteen) days may occur on days when students are in school, until the annual leave pool is exhausted. The remaining 15 days are allocated for annual leave on those days that students are not in school (MEA, Christmas, and Easter Holidays). Eligibility for such annual leave shall be subject to the following requirements:

1. Employees must have completed at least two years from date of hire before making application.
2. Not more than one person may be absent per 24 hour day and no employee may utilize more than five days of annual leave per year.
3. Requests for annual leave while school is in session shall be submitted prior to April 1 of the preceding school year. Exceptions may be provided subject to Section 5 below.
4. In the event requests for annual leave while school is in session exceeds the amount of days allotted, selection shall be made based on seniority utilizing a rotating basis. Prior to April 1 of each year, the union shall submit to the school district the names of three employees requesting annual leave. Unit members who take annual leave during the school year in a given year are not eligible again until all other qualified unit members have had an option to use annual leave when school is in session.

Annual leave is noncumulative; it must be taken during the year following the one in which it is earned unless district requests the employee to work and receive pay for untaken annual leave, in which event the employee may do so if he/she wishes but is not required to do so. The district reserves the right to deny a leave request.

Section 3. No employee has the right to any specific calendar day for annual leave. District will determine when requested annual leave will be taken based first upon capability of discharging the employee's duties in his/her absence and, second, upon seniority.

Section 4. A roster will be posted by April 1 of each year and all those requesting annual leave time will sign their requested dates by April 30. The district will consider alterations to requests for annual leave based upon extenuating circumstances. The district's decision is final. The district will then assign annual leave, provided, however, that no employee has the right to any specific calendar day for annual leave. The district will determine when requested annual leave will be taken based first upon capability of discharging employee's duties in his or her absence and, second, upon seniority. Annual leave, once assigned by the district will not be changed.

Section 5. An employee who shall be entitled to annual leave as of a particular anniversary date may be entitled to take such annual leave after the last day of school but prior to such

anniversary date. The decision to allow such annual leave shall be made solely at the discretion of the District and the failure to grant any such annual leave shall not be grievable by the employee.

Section 6. As a general rule, annual leave will be taken in blocks of not less than five (5) consecutive work days. A custodian/bus driver may elect to use up to two days of annual leave, with supervisor's approval, during the school year. However, not more than two custodians/bus drivers may use annual leave on any given day when school is in session. This provision will be administered on a first request received in writing by the school district and the decision in these requests shall not be subject to the grievance procedure.

Section 8 Z. In the event an employee with a 10 month or more position is subsequently appointed to a 12 month position, said employee will be granted credit on a prorated basis for purposes of determining the accrual of annual leave benefits.

ARTICLE 14

PROBATIONARY PERIOD

All new employees shall serve a probationary period of four (4) months beginning the first day of work for the District, during which time the employee may be disciplined without recourse in the grievance procedure of the collective bargaining agreement. If the employee is retained after the four months of probation, this contract will apply to her/his seniority and will relate back to her/his first day of work. Probationary employees will receive the same holiday, insurance benefits, and leave as provided for non-probationary employees.

ARTICLE 15

SENIORITY

Section 1. Establishment of Seniority: Each employee who has received formal written designation of classification shall be placed on the full-time or part-time seniority lists for that particular classification if such employee has completed the probationary period. A seniority date shall be designated for that employee which shall be the first date of the employee's actual work for the District in the employee's classification and each employee shall have seniority over those in the same classification with later seniority dates. In the event of equal seniority date, District shall determine seniority on the basis of competency in the job classification, job skills and performance. Classifications shall include Head Building Custodian, Custodian, Bus Driver and Courier. Part-Time Custodians and Part-Time Bus Drivers shall not accrue seniority rights. The seniority lists for all eligible employees of the unit shall be provided to the steward on or about the 1st of January of each year. Each employee whose name is placed upon one of the seniority lists shall be given a copy of the list and the determination of seniority shall be binding upon both the District and employee beginning the 20th day after the list has been delivered to the steward. Seniority shall be based upon the length of continuous employment by District in a particular classification except as above qualified. Termination of employment terminates seniority and a rehired employee shall be treated as an employee who has never worked for the District.

Subd. 1. Employees shall be laid off in inverse order of their classification seniority according to the full-time and part-time seniority list in effect at that time. Part-time

employees shall be precluded from bumping full-time employees. An employee whose position is abolished shall retain the right to bump the least senior employee in a classification previously held.

Subd. 2. No new employee shall be employed by district to work in any classification while an employee in the same classification who is qualified for that job is laid off unless the procedure hereafter specified is followed. Employees laid off from a job in a classification shall be reinstated to a job in that classification in an inverse order in which they were laid off.

Subd. 3. A laid off employee shall leave his or her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the district at the superintendent's office. Proof of depositing in the United States mail, notice of reinstatement and availability of position, shall be sufficient to discharge district's duty to notify the laid off employee. The laid off employee shall have thirty (30) days from the date of mailing of such notice to accept the re-employment. Failure to accept within such thirty (30) day period shall constitute a waiver and forfeiture by the employee of any right to re-employment and he or she shall be dropped from the seniority list permanently.

Subd. 4. Reinstatement rights shall automatically cease two (2) years from the date layoff was commenced and no further right to reinstatement shall exist thereafter, and the employee shall be dropped from the seniority list permanently.

Subd. 5. Before laying off an employee, district shall give that employee written notice two (2) weeks in advance.

Section 3. Vacancies and New Positions: Bargaining unit members may apply for position vacancies and new positions. Vacancies and newly created positions shall be posted on the district web-site for a period of a minimum of five (5) working days. In filling such vacancies and newly created positions, the district shall consider internal preferences by bargaining unit members and outside applicants utilizing the principle of best qualified as determined by the district.

In the event of a merger or consolidation of the school district with another school district, an employee coming into this bargaining unit from another district shall be placed at the bottom of the seniority list.

An employee who is promoted or transfers to a position within the school district outside the bargaining unit shall have his/her classification seniority frozen. Should the employee be placed back in the bargaining unit, the employee shall have his/her classification seniority made active and shall use total employee seniority for purposes of salary and benefits.

Section 4. Applicability: This article does not apply to temporary employees, seasonal employees, casual employees, substitute employees, or those part-time employees whose hours of work average less than 14 per week or who are hired to work or do, in fact, work 67 or less days in any calendar year.

ARTICLE 16

HOURS OF WORK

Section 1. Applicability: This article does not apply to temporary employees, seasonal employees, casual employees, substitute employees, or those part-time employees whose hours of work average less than 14 per week or who are hired to do work or do, in fact, work 67 or less days in any calendar year.

Section 2. Normal Work Week and Work Year: This article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime. Work shifts, staffing schedules, and the assignment of employees thereto shall be established by the district. The normal work week shall consist of 40 hours exclusive of lunch, for full-time employees, scheduled so as to provide at least two consecutive days of rest. Said days of rest may fall on any two consecutive days of the week and such 40 hours shall be paid at straight time. The district may assign an employee, on an as-needed basis, to a schedule that may not provide at least two consecutive days of rest. This assignment would not be construed as the employee's normal schedule. The employee who works this altered schedule will be given shift differential pay for any hours worked on the altered schedule that would have otherwise been considered hours eligible for shift differential pay for their normal schedule. Except in cases where the District receives 'last minute' notification, the District will provide 48 hour advance notice of this schedule change.

The district may regularly schedule employees either an eight (8) hours per day, five (5) days per week; or a ten (10) hours per day, four (4) days per week for any employees in the computation of 40 hours per week.

The work year for 12-month employees will begin July 1st, and end the following June 30th. The work year for 9-month employees will begin Monday of the first week classes are held in the fall and in the last week classes are held the following spring.

Section 3. Overtime. Overtime is hours worked in excess of 40 hours per week for district custodial employees for custodial work.

When overtime is required, it will be offered to qualified employees in the department and who regularly work in the building where overtime work is to be done. If there are no qualified employees of the department in such building, qualified employees from elsewhere will be assigned. Overtime work will be distributed equitably among those eligible therefor. An employee who is called upon for overtime work to fill in for an absent employee must agree to work such overtime for a period of up to three (3) days, if needed, in order to qualify for such overtime work assignment.

Overtime work is not voluntary. It may be assigned by district as necessary in the direction of its personnel in order to maintain its functions and programs. If overtime work which district has offered but has not required of an employee is refused by the employee, district need not offer that employee overtime again until all other employees eligible and qualified therefor have been

given an opportunity for overtime. The determination whether or not to do so shall be in the district's sole discretion.

In lieu of overtime wages, employees may accrue compensatory time at the rate of time and one-half (1/2) to a maximum of sixteen (16) hours (straight time). Use of such compensatory time will be subject to approval by the Employer and will be limited to situations where an employee who is not able to work part or full day due to inclement weather. The use of such "comp time" shall not be considered as hours worked for the purpose of overtime calculation. Accrued comp time not utilized shall be paid off by June 30 of each year.

Section 4. Show Ups and Call Backs: When an employee is contacted by his/her supervisor to show up for work or is called to work on any other than his/her regular shift, he/she shall be compensated for a minimum of three hours whether or not he/she is required to work three hours. District reserves the right to require three hours' work in return for three hours' pay. This minimum show up and call back pay shall not apply where an employee is called out prior to the start of his/her regular shift and continues to work without interruption on such regular shift nor shall it apply when the work commences at the end of his/her regular shift and continues without interruption therefrom. Regularly scheduled weekend and holiday building checks shall not be considered call backs.

Section 5. Bus Drivers: The basic work week for bus drivers shall consist of those hours necessary to fulfill the transporting needs of the district. Bus driver shifts may be split as necessary to fulfill the transporting needs of the district.

Bus drivers will be paid at the appropriate custodian rate during the summer months except when driving a bus during the summer, in which case the driver shall be paid at the bus driver's rate.

Extra-curricular trips that require overnight lodging shall compensate bus driver for time actually driven with drivers to be reimbursed for out-of-pocket expenses pursuant to the district Travel Policy for meals and lodging.

Section 6. Weekend Building Checks: Head custodians or other authorized individuals directed to make weekend building checks shall be paid a minimum of two hours times their straight time hourly rate. Head custodians may be assigned to do more than one building check in those two hours. Should such an event occur which requires the employee to remain in the building for more than one hour, the employee shall be paid on a basis of the actual number of hours worked times time and one-half (assuming employee already has worked 40 hours that week).

Section 7. Mileage: The head custodians at Lincoln, Roosevelt and Rossman assigned to perform regular building checks or another employee who is regularly assigned to work daily between two or more buildings for five days each week, will receive an annual stipend for in-district travel in the amount of \$360 per year or \$30 per month. Employees who are regularly assigned to work between two or more buildings for less than five days each week, shall receive a prorated annual stipend based on the number of days each week the employee is assigned to multiple buildings, divided by 5, times the stipend amount. All custodians and bus drivers shall be

eligible for reimbursement for approved travel expenses as outlined in the Independent School District #22 Travel Policy governing reimbursement for all school district employees.

ARTICLE 17

GENERAL PROVISIONS

Section 1. Bus Driver's License/Training: Bus drivers must furnish and pay for their own current bus driver's license. Bus Drivers are eligible for reimbursement for required training expenses (ie. school bus first aid/CPR training and annual physical examination).

Section 1a. Bus Driver License Renewal: Beginning July 1, 2017, the district will reimburse bus-drivers and back-up bus-drivers for the cost to renew his/her bus driver's license. In order to be reimbursed, the employee must submit a voucher with accompanying copies of license renewal documents. This reimbursement does not include the costs incurred for initial licensure.

Section 2. Federal Funds: Nothing contained in this agreement shall be deemed to prevent the district from accepting federal funds.

Section 3. Hiring: District reserves the right to hire such temporary, substitute, part-time, seasonal and casual employees as it deems necessary.

Section 4. Pay Day: All employees of this unit, effective July 1, will be paid on an hourly basis, semi-monthly.

Section 5. The total number of hours in the work year for a full-time employee working 12 months per year shall be 2,080 hours. Any prorations or deductions made with respect to wages or benefits for employees working less than 2,080 hours shall be made in the ratio of the number of hours worked by that employee during the year to 2,080 unless otherwise specifically provided for by this contract.

Section 6. Employees shall have a minimum of 30 minutes duty-free lunch hour during which they shall be checked out and shall not receive hourly pay. The assignment of the lunch schedule is at the sole discretion of the district. In the event of unforeseen circumstances where custodial assistance is necessary during a duty-free lunch period, the custodian would be required to clock back in and assist with the circumstance, and then complete what remains of the lunch period once the issue is resolved.

Section 7. When placing a newly hired employee upon Wage Schedule A, district may, but is not required to give such credit as it sees fit for outside experience.

Section 8. Uniform Allowance: The school district, in cooperation with the full-time custodians and bus drivers and part-time custodians, will furnish annually up to three (3) shirts with the name and insignia and three (3) pairs of pants. The district shall pay for the entire cost incurred on the purchase of the above noted items. District payment shall be contingent upon the

presentation by the employee of a sales slip to verify purchase of uniforms and payment to the vendor approved by the district.

The district will pay for and provide the first three sets of uniforms for newly hired employees after completion of the four-month full-time employee probationary period.

Part-Time Bus Driver personnel who are frequently utilized by the District may be granted 1 - 3 sets of uniforms as provided by this agreement.

Section 9. Safety Glasses: The employer agrees to pay for the cost of lenses for prescription safety glasses, with the employee paying for the cost of the frames and the doctor's visitation.

ARTICLE 18

GRIEVANCE PROCEDURE

DEFINITIONS

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any provision of this agreement.

Days. "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota statutes.

Service. "Service" means personal service or by certified mail.

Reduce to Writing. "Reduce to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Answer. "Answer" means a concise response outlining the employer's position on the grievance.

Step I. Whenever any employee(s) has a grievance, the employee shall meet on an informal basis with the employee's immediate supervisor in an attempt to resolve the grievance within fifteen (15) days after the grievance occurred or fifteen (15) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the public employer's designate (See Step II.). The employer shall, within five (5) days of receipt of the written grievance, serve its answer upon the exclusive representative. In the event the exclusive representative refused to process the grievance, the employee(s) may select a designee to represent him/her.

Step II. The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance, the parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative (or in the appropriate case, employee(s) or their

designee), if he/she elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Step III. The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative (or in the appropriate case, employee(s) or their designee(s)) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

Election of Remedies and Waiver. A grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission may also pursue an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

Step IV. The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

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

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or

which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For the purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are 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, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, a failure to adhere to the time limits may result in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and, if any provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph of this grievance procedure to the application of any provision or paragraph thereof under different circumstances.

ARTICLE 19

BOILER LICENSE ALLOWANCE

Section 1. Compensation Provision. All custodians (not including bus drivers) will be paid a monthly compensation pursuant to the boilers license schedule for the respective licensure held by the employee effective July 1st of each year.

Subd. 1. Any upgration or changes in the boilers license classification that occurs before January 1st, will be made in the current year from the point of licensure forward, but not retroactive to the beginning of that year.

Subd. 2. Any change in the level of boiler licensure that occurs after January 1st will be made in the current year provided that the evidence of licensure has been submitted to the district office prior to the first of the month for which the licensure compensation allowance is to be paid.

Subd. 3. It shall be the responsibility of the employee to furnish a copy of the license to the district office prior to the first of the month for which the compensation is to be received.

Subd. 4. The provisions for a chief's license shall be compensated at a rate of \$530 when the license has been obtained and evidence is submitted to the district office. However, payment for the license shall be prorated over 12 equal monthly payments. The

employee shall be entitled to continue to receive the compensation for the First Class licensure allowance while also receiving the one time compensation incentive provision to obtain a Chief's Boiler License. It is not the intent of this provision to award payment for more than one classification licensure in the implementation of this provision.

| | |
|----------------|------------------------------|
| Chief..... | \$530 (one time payment) |
| 1st Class..... | ..\$44.17/month (530/year) |
| 2nd Class..... | ..\$40.42/month (\$485/year) |
| Special..... | \$30.00/month (\$360/year) |

ARTICLE 20
POOL CERTIFICATION ALLOWANCE

Section 1. Pool Certification Allowance: Two (2) High School full time custodians will be eligible for an annual stipend of \$180/year (or \$15/month) to be certified in the state program in public swimming pools.

ARTICLE 21
HEALTH CARE SAVINGS PLAN

Section 1. Eligibility: All full time employees in the bargaining unit shall be eligible and required to participate in a Health Care Savings Plan (HCSP).

Section 2. Amount: Beginning January 1, 2006, each eligible employee shall contribute ten dollars (\$10.00) per month for twelve months each year to a qualified tax free HCSP via payroll deduction. The District shall also contribute ten dollars (\$10.00) per month for twelve months each year to a qualified tax free HCSP in the eligible employee's name.

Section 3. Health Care Savings PlanIn 2001 the Minnesota State Retirement System (MSRS) was granted authority to offer a post employment health care savings plan, (HCSP). Minnesota Statute 352.98 (2001 Supp.). This is the HCSP that employees and the District shall contribute to. The District reserves the right to select the plan.

ARTICLE 22
DURATION

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect commencing when signed by both district and exclusive representative thereafter through June 30, 2017. If either party desires to modify this agreement, it shall give written notice of such intent no later than April 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

Section 2. Effect: This agreement constitutes the full and complete agreement between district and exclusive representative representing the employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements,

resolutions, practices, school district policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of the agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this agreement this 12th day of March, 2018.

INDEPENDENT SCHOOL DISTRICT #22

[Signature]
Chair

[Signature]
Clerk

FOR LOCAL 568 OF MINNESOTA
COUNCIL NO. 65, AMERICAN
FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO

[Signature]
Local President

[Signature]
Union Negotiator

[Signature] 4.12.2018
AFSCME Council 65 Representative

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN INDEPENDENT SCHOOL DISTRICT NO. 22
AND
LOCAL 568 OF MINNESOTA COUNCIL NO. 65**

| 2017-18 WAGE TABLE | | 2018-19 WAGE TABLE | |
|-------------------------------|----------|-------------------------------|----------|
| HEAD CUSTODIAN | \$ 18.60 | HEAD CUSTODIAN | \$ 19.07 |
| FOOD COURIER - Step 1 | \$ 16.12 | FOOD COURIER - Step 1 | \$ 16.52 |
| FOOD COURIER - Step 2 | \$ 16.41 | FOOD COURIER - Step 2 | \$ 16.82 |
| FOOD COURIER - Step 3 | \$ 16.70 | FOOD COURIER - Step 3 | \$ 17.11 |
| FOOD COURIER - Step 4 | \$ 16.98 | FOOD COURIER - Step 4 | \$ 17.41 |
| FOOD COURIER - Step 5 | \$ 17.27 | FOOD COURIER - Step 5 | \$ 17.70 |
| FOOD COURIER - Step 6 | \$ 17.56 | FOOD COURIER - Step 6 | \$ 18.00 |
| | | | |
| CUSTODIAN - Step 1 | \$ 16.12 | CUSTODIAN - Step 1 | \$ 16.52 |
| CUSTODIAN - Step 2 | \$ 16.41 | CUSTODIAN - Step 2 | \$ 16.82 |
| CUSTODIAN - Step 3 | \$ 16.70 | CUSTODIAN - Step 3 | \$ 17.11 |
| CUSTODIAN - Step 4 | \$ 16.98 | CUSTODIAN - Step 4 | \$ 17.41 |
| CUSTODIAN - Step 5 | \$ 17.27 | CUSTODIAN - Step 5 | \$ 17.70 |
| CUSTODIAN - Step 6 | \$ 17.56 | CUSTODIAN - Step 6 | \$ 18.00 |
| | | | |
| PART-TIME CUSTODIAN Step 1 | \$ 13.79 | PART-TIME CUSTODIAN Step 1 | \$ 14.13 |
| PART-TIME CUSTODIAN Step 2 | \$ 13.87 | PART-TIME CUSTODIAN Step 2 | \$ 14.22 |
| PART-TIME CUSTODIAN Step 3 | \$ 13.95 | PART-TIME CUSTODIAN Step 3 | \$ 14.30 |
| | | | |
| BUS DRIVER - Step 1 | \$ 16.12 | BUS DRIVER - Step 1 | \$ 16.52 |
| BUS DRIVER - Step 2 | \$ 16.41 | BUS DRIVER - Step 2 | \$ 16.82 |
| BUS DRIVER - Step 3 | \$ 16.70 | BUS DRIVER - Step 3 | \$ 17.11 |
| BUS DRIVER - Step 4 | \$ 16.98 | BUS DRIVER - Step 4 | \$ 17.41 |
| BUS DRIVER - Step 5 | \$ 17.27 | BUS DRIVER - Step 5 | \$ 17.70 |
| BUS DRIVER - Step 6 | \$ 17.56 | BUS DRIVER - Step 6 | \$ 18.00 |
| | | | |
| PART-TIME BUS DRIVER - Step 1 | \$ 16.12 | PART-TIME BUS DRIVER - Step 1 | \$ 16.52 |
| PART-TIME BUS DRIVER - Step 2 | \$ 16.41 | PART-TIME BUS DRIVER - Step 2 | \$ 16.82 |
| PART-TIME BUS DRIVER - Step 3 | \$ 16.70 | PART-TIME BUS DRIVER - Step 3 | \$ 17.11 |
| PART-TIME BUS DRIVER - Step 4 | \$ 16.98 | PART-TIME BUS DRIVER - Step 4 | \$ 17.41 |
| PART-TIME BUS DRIVER - Step 5 | \$ 17.27 | PART-TIME BUS DRIVER - Step 5 | \$ 17.70 |
| PART-TIME BUS DRIVER - Step 6 | \$ 17.56 | PART-TIME BUS DRIVER - Step 6 | \$ 18.00 |

PART-TIME EMPLOYEES

A part-time employee who is moved to a temporary full-time position for a period of twenty (20) consecutive work days shall receive Custodian Step 1 wages and prorated annual leave.

NIGHT SHIFT DIFFERENTIAL

Employees working shifts commencing at 2:00 P.M., or later, will receive fifty cents (\$.50) per hour more than the hourly rate specified by this schedule in 2017-19. Employees working shifts commencing at 10:00 P.M., or later, will receive fifty cents (\$.50) more than the hourly rate in 2017-19. Part-Time Custodians will not be eligible for night shift differential.

SCHEDULE ADVANCEMENT

Full and part-time Bus-Drivers, Custodians and Couriers will advance one step on the wage schedule after completing one full year at each step.

Bus drivers who are directed to do custodial work during the summer will be paid the appropriate custodial pay dependent on date of hire the same as regular full-time custodians.

Part-Time Custodian job responsibilities (part-time position - less than 30 hours per week) are cleaning/housekeeping in nature. Boiler licensure will not be required and the job typically does not involve mechanical duties.

Part-Time Custodians are not eligible for seniority status and cannot advance to a regular full-time Custodian position unless selected for a regular full-time Custodial position by the District.

Part-Time Bus Drivers and Part-Time Custodians are not eligible for boiler license stipends, night shift differential, or any fringe benefits other than pro-rata sick leave/bereavement leave, as per Article 10, pro-rata holidays as per Article 12 , uniform allowance, or other general provisions as described in Article 17.

Part-Time Bus Drivers are not eligible for seniority status and cannot advance to a regular full-time Bus Driver position unless selected for a regular full-time Bus Driver position by the District.

Notwithstanding the foregoing, no employee shall be advanced to a higher job classification unless each annual performance evaluation of the employee reflects a satisfactory rating in each category of the performance evaluation. The district agrees to meet and confer with the union regarding the development of criteria to be used in the performance evaluation process as applied in this agreement.

