



INDEPENDENT  
SCHOOL  
DISTRICT 728

ELK RIVER | OTSEGO | ROGERS | ZIMMERMAN



Our mission is to **educate**, **inspire**  
and **empower** our diverse learners,  
to shape their futures, to accomplish  
their dreams and to contribute positively  
to our local and global communities.

July 1, 2023 to June 30, 2025

# MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 728

— AND —

**Service Employees International Union**  
**Local 284 – Custodial**

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THIS AGREEMENT ENTERED into between the School Board of Independent School District 728, Elk River, Minnesota (hereinafter referred to as the School Board), and the Service Employees International Union Local 284, 450 Southview Boulevard, South St. Paul, Minnesota 55075 (hereinafter referred to as the exclusive representative), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter referred to as the PELRA), and to provide the terms and conditions of employment for employees during the term of this Agreement. The term employee as used herein shall have that meaning as defined in Article II of this Agreement.

## **ARTICLE I: RECOGNITION**

- 1.1 In accordance with the PELRA, the School Board recognizes the Service Employees International Union Local 284, South St. Paul, Minnesota, as the exclusive representative of employees as defined in Article II employed by the School Board of Independent School District 728. The Service Employees International Union Local 284 as exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this agreement.
- 1.2 Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee, or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.
- 1.3 The School District will provide to the Exclusive Representative a list of employees who are or could be construed to be a part of an appropriate unit represented by the Exclusive Representative by October 15 and February 15. The School District will inform the Exclusive Representative of a new permanent hire once each month upon completion of the calendar month.

## **ARTICLE II: DEFINITIONS**

- 2.1 Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

- 2.2 Employee shall mean only persons appointed or employed by the School Board including all regular custodians, grounds persons and laundry employees and all other custodial/maintenance and grounds persons whose service exceeds fourteen (14) hours per week or work in excess of sixty-seven (67) working days in any calendar year, and excluding the Manager of Operations – Custodial Services and all other employees.
- 2.3 An internal substitute employee is defined as a current regular employee from inside the bargaining unit appointed or employed as a temporary replacement for an incumbent employee who is on an approved leave of absence.
- 2.4 An external substitute employee is defined as a person from outside the bargaining unit appointed or employed as a temporary replacement for an incumbent employee who is on an approved leave of absence.
- 2.5 Part-time employees shall receive benefits based upon the amount of time approved by the School Board for the position.
- 2.6 It is further understood that the foregoing enumeration of the School Board functions shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and the School Board expressly reserves all management rights and management functions not expressly delegated in this Agreement.
- 2.7 The Service Employees International Union Local 284, South St. Paul, Minnesota and Independent School District 728, Elk River, Minnesota recognizes that the School Board, all employees covered by this Agreement, and all provisions of this agreement, are subject to the laws of the State of Minnesota, Federal Laws, Rules and Regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement herein found to be in violation of any such laws, rules, regulations or orders shall be null and void and without force and effect.
- 2.8 Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.
- 2.9 Days shall be calendar days unless otherwise indicated.

### **ARTICLE III: SCHOOL BOARD RIGHTS**

- 3.1 Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions

and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

- 3.2 Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.
- 3.3 Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent, with the terms of this Agreement and revisions of this Agreement are subject to the laws of the State. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.
- 3.4 Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

#### **ARTICLE IV: EMPLOYEE RIGHTS**

- 4.1 Nothing contained in this agreement shall be construed to limit, impair, or effect the right of any employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require that any employee perform labor or services against their will.
- 4.2 Organization
- 4.2.1 Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School Board of such unit.

4.2.2 Each newly hired bargaining unit employee shall, during the employee's first thirty (30) days of employment, be scheduled for a Union orientation. The Union orientation period shall be thirty (30) minutes with no loss of pay to the employee or the steward. The Union steward will be released from work for the time needed to meet with employees provided that he/she give his/her supervisor sufficient advance notice to enable the Employer to plan for operational needs. To the extent possible the Union steward shall schedule time with as many new employees as possible to mitigate time away from normal duties.

- 4.3 Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization from the union (in the form of paper, electronic file, audio file) of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Deductions may be terminated in accordance with the provisions outlined on the dues authorization. Deductions shall be made each pay period and transmitted to the designated organizations together with a list of names of the employees from whom deductions were made each month.

## **ARTICLE V: BASIC RATES OF PAY**

The parties agree that the wages and salaries to be affected by this Agreement are accurately reflected in the Schedules in Appendix A made part of this Agreement.

## **ARTICLE VI: INSURANCES**

### **6.1 Health and Hospitalization Insurance**

- 6.1.1 Except as otherwise noted in Sections 6.1.3.b. and 6.1.3.c., the School Board shall contribute a sum of not to exceed nine hundred thirty and 00/100 dollars (\$930.00) per month pursuant to the insurance benefit schedule described in Section 6.7., toward the premium for single or dependent coverage for each employee regularly scheduled to be employed by the School District forty (40) hours per week and twelve (12) months per year and who qualifies for and is enrolled in the School District group health and hospitalization plan. Any employee who qualifies for and is enrolled in the School District group health and hospitalization plan and who is regularly scheduled to be employed by the School District a minimum of twenty (20) hours or more per week shall receive a prorated contribution from the

School District towards such coverage. The proration shall be based on two thousand eighty (2080) hours per fiscal year (July 1 through June 30).

- 6.1.2 The School Board shall contribute the maximum of one hundred and 00/100 dollars (\$100.00) for non-working months toward the premium for individual coverage or for individual and dependent coverage for all full-time laundry workers who qualify for and are enrolled in the School District group health and hospitalization plan.

6.1.3 Single Coverage

Effective with the employee's 2023 – 2024 insurance year (as described in Section 6.7 Insurance Benefit Schedule), the School Board contribution towards the single coverage of the Open Access Choice \$25 Copay Plan or its equivalent shall be up to, but not to exceed seven hundred twenty-two and 00/100 dollars (\$722.00) per month.

Effective with the employee's 2024 – 2025 insurance year (as described in Section 6.7 Insurance Benefit Schedule), the School Board contribution towards the single coverage of the Open Access Choice \$25 Copay Plan or its equivalent shall be up to, but not to exceed one thousand thirty-two and 30/100 dollars (\$1,032.30) per month.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

- b. Effective with the employee's 2023 – 2024 insurance year (as described in Section 6.7 Insurance Benefit Schedule), the School Board contribution towards the single coverage of the Open Access \$500 Deductible Plan or its equivalent shall be up to, but not to exceed, seven hundred eighty and 00/100 dollars (\$780.00) per month.

Effective with the employee's 2024 – 2025 insurance year (as described in Section 6.7 Insurance Benefit Schedule), the School Board contribution towards the single coverage of the Open Access \$500 Deductible Plan or its equivalent shall be up to, but not to exceed, eight hundred sixty-five and 80/100 dollars (\$865.80) per month.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.



- c. The School Board shall provide a high deductible plan with a health savings account (HSA)

Effective with the employees 2023 – 2024 insurance year (as described in Section 6.7 Insurance Benefit Schedule) any employee who enrolls in the single coverage of the high deductible Empower HSA plan or its equivalent, the School Board shall contribute a sum up to, but not to exceed, seven hundred eighty and 00/100 dollars (\$780.00) per month.

Effective with the employees 2024 – 2025 insurance year (as described in Section 6.7 Insurance Benefit Schedule) any employee who enrolls in the single coverage of the high deductible Empower HSA plan or its equivalent, the School Board shall contribute a sum up to, but not to exceed, eight hundred eighty-three and 00/100 dollars (\$883.00) per month.

The calculated benefit amount, which shall be prorated for part-time employees in accordance with the proration formula described in Section 6.1.1, shall first be applied towards the cost of the premium with any remaining amount up to, but not to exceed, the monthly deductible amount contributed to a HSA in the employee's name. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

### **Hardship**

For single and dependent coverage, if an employee submits evidence of hardship, the School District, in accordance with IRS regulations will contribute the remainder of the calendar year contribution for the plan year the employee has elected to participate in a high deductible plan with an HSA and stop all monthly contributions for the remainder of the calendar year or plan year in which the employee participates in a high deductible plan with an HSA whichever comes first. If an employee leaves the District prior to the end of the calendar year, any unearned contribution will be paid back to the District.

An example of the HSA Hardship Worksheet can be found on the District's Human Resources Web Site under the Employee/Benefits Information/Health Savings Account (HSA).

#### 6.1.4 Family Coverage

Effective with the employee's 2023 – 2024 insurance year (as described in Section 6.7 Insurance Benefit Schedule), the School Board contribution towards family coverage of the Open Access Choice \$25 Copay Plan or its equivalent shall be up to, but not to exceed, one thousand two hundred twenty and 00/100 dollars (\$1220.00) per month.

Effective with the employee's 2024 – 2025 insurance year (as described in Section 6.7 Insurance Benefit Schedule), the School Board contribution towards family coverage of the Open Access Choice \$25 Copay Plan or its equivalent shall be up to, but not to exceed, one thousand three hundred fifty-four and 20/100 dollars (\$1354.20) per month.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

- b. Effective with the employee's 2023– 2024 insurance year (as described in Section 6.7 Insurance Benefit Schedule), the School Board contribution towards family coverage of the Open Access \$500/\$1,000 Deductible Plan or its equivalent shall be up to, but not to exceed one thousand two hundred ninety-five and 00/100 dollars (\$1295.00) per month.

Effective with the employee's 2024– 2025 insurance year (as described in Section 6.7 Insurance Benefit Schedule), the School Board contribution towards family coverage of the Open Access \$500/\$1,000 Deductible Plan or its equivalent shall be up to, but not to exceed one thousand four hundred thirty-seven and 45/100 dollars (\$1437.45) per month.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

- c. The School Board shall provide a high deductible plan with a health savings account (HSA)

Effective with the employees 2023 – 2024 insurance year (as described in Section 6.7 Insurance Benefit Schedule) any employee who enrolls in the family coverage of the high deductible Empower HSA plan or its equivalent, the School Board shall contribute up to, but not to exceed, one thousand two hundred ninety-five and 00/100 dollars (\$1,295.00) per month

Effective with the employees 2024 – 2025 insurance year (as described in Section 6.7 Insurance Benefit Schedule) any employee who enrolls in the family coverage of the high deductible Empower HSA plan or its equivalent, the School Board shall contribute up to, but not to exceed, one thousand four hundred seventy-one and 00/100 dollars (\$1,471.00) per month

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

- 6.1.5 Upon termination of employment or loss of insurance eligibility, the employee will be offered an extension of insurance coverage according to the provisions of applicable state or federal law.

## 6.2 Term-Life Insurance

- 6.2.1 If coverage is available to the School District by the carrier, the School Board shall contribute an amount equal to the full premium per month toward the premium for each employee who is regularly scheduled to work twenty (20) hours or more per week and qualifies for the School District group term- life insurance plan coverage. The District shall pay the full premium for each eligible full-time or part-time employee.
- 6.2.2 The amount of the group term-life insurance coverage shall be fifty thousand and 00/100 dollars (\$50,000.00). The term-life insurance benefit amount shall not be pro-rated for eligible part-time employees.
- 6.2.3 An eligible employee will have the option to purchase additional amounts of group term-life insurance in multiples of five thousand and 00/100 dollars (\$5,000.00) subject to the approval of the insurance carrier. The cost of any additional insurance will be paid for by the employee.
- 6.2.4 The maximum amount of combined benefit of the group term-life insurance that the School District purchases on behalf of the employee and the additional group term-life insurance that the employee purchases shall not exceed one hundred fifty thousand and 00/100 dollars (\$150,000.00).

## 6.3 Long-Term Disability Insurance

### 6.3.1

If coverage is available to the School District by the carrier, the School Board shall contribute an amount equal to the full premium per month toward the premium for

each employee who is regularly scheduled to work twenty (20) hours or more per week and qualifies for the School District group term- life insurance plan coverage. The District shall pay the full premium for each eligible full-time or part-time employee.

6.3.2 An employee is eligible for School Board contributions as provided in this Article as long as the employee is employed by the School District, actively working in the School District or on approved sick leave. Upon termination of employment, all School Board participation and contribution shall cease effective on the last working day.

6.3.3 The amount of benefit is two-thirds (2/3) of the employees gross salary, to a maximum monthly benefit payable of three thousand and 00/100 dollars (\$3,000.00) and with a sixty (60) consecutive calendar day waiting period.

6.3.4 An employee who became disabled prior to the effective date of the increased maximum monthly benefit of three thousand and 00/100 dollars (\$3,000.00).

#### 6.4 Dental Insurance

6.4.1 The School Board shall contribute thirty-six and 00/100 dollars (\$36.00) per month, pursuant to Section 6.7, for each full-time employee and, if coverage is available to the School District by the carrier, a pro-rata portion for employees who are regularly scheduled to work twenty (20) hours or more per week employed by the School District, who qualify for and are enrolled in either the School District's single or family group dental insurance plan and who elect coverage. In no event shall the contribution exceed the cost of the premium.

#### 6.5 Worker's Compensation

6.5.1 All employees are covered by the provisions of the Worker's Compensation Act and as such are entitled to the benefits thereby provided.

6.5.2 It shall be the responsibility of the employee to report to the Manager of Operations – Health and Safety or Supervisor within twenty-four (24) hours, or as soon as possible after the discovery of an injury, any accident in which such employee may have been involved and which accident occurred during the performance of duties. Such an accident shall be reported by the Manager of Operations – Health and Safety to the insurance agent.

6.5.3 The employer shall pay the employer's portion of any insurance premiums due, per Worker's Compensation claim, for a period up to a maximum of one hundred

twenty (120) days after an employee is off the payroll status, is disabled, and is receiving benefits under Workers Compensation.

6.6 Eligibility for Group Insurance

An employee is eligible for School Board contributions as provided in Article 6 as long as the employee is employed by the School District. Upon termination of employment or while on long-term leave of absence, all School Board participation and contribution shall cease, effective on the last working day.

6.7 Insurance Benefit Schedule

Insurance coverage and increases to the contractual School Board Contribution shall be applied according to the following schedule:

<u>Position</u>	<u>Insurance Year Begins</u>	<u>Insurance Year Ends</u>
11.5 – 12 month	July 1	June 30
11 – less than 11.5 month	August 1	July 31
9 – less than 11 month	September 1	August 31

Employees who complete their scheduled contract work year are deemed to have earned insurance coverage and the School Board Contribution until the current year's Insurance Year Ends. The new contractual benefits will begin when the current year's Insurance Year begins.

**ARTICLE VII: LEAVES OF ABSENCE**

7.1 Sick Leave

7.1.1 All full-time employees and on a pro rata basis part-time employees shall earn sick leave at the rate of one (1) day, pro rata, per month of service in the employment of the School District.

7.1.2 Unused sick leave may accumulate to a maximum credit of one hundred ninety (190) days of sick leave per employee.

7.1.3 Sick leave days may be divided into one (1) hour segments.

7.1.4 Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented the

employee from actively working at the job and performance of duties on that day or days.

- 7.1.5 The Administration may require an employee to furnish a note as evidence of illness indicating such absence was due to illness if more than 3 consecutive days are used, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School Board or their designee.
- 7.1.6 In the event that a medical certificate will be required the employee shall be so advised.
- 7.1.7 Sick leave shall be granted for absences due to an illness of or injury to the employee's child, adult children, spouse, sibling, parent, mother/father in-law, grandparent, grandchild, or step-parent for reasonable periods of time as the employee's attendance may be necessary as required by Minnesota law.
- 7.1.8 Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Employees may, upon request, donate sick leave to any employee in the Union's bargaining units of Administrative Assistant, Clerical, Custodian or Food Service. The procedure for requesting and donating sick leave shall be as in Appendix A Section 5.
- 7.1.9 A total of sick leave pay and payments paid in lieu of wages allowed under other sections of this agreement where the employee pays all or a part of the contribution or premium shall not exceed the normal total daily wage for the employee. Sick leave days may be divided into one (1) hour units to approximate the total daily wage.
- 7.1.10 Sick leave pay shall include regular hourly rates of pay, shift differentials, and license pay when applicable.
- 7.1.11 Any employee covered by this agreement wherein accumulated sick leave is entirely used and the employee is absent for additional days of sick leave, a doctor's certification must be provided for each sick leave event beyond the accumulated sick leave days. Initial failure to provide a doctor's certification for such absences will classify such absences as unexcused and will result in disciplinary Step One being applied as provided for in Section 14.2 of this contract. Successive failures to comply with the provisions of this section within any eighteen (18) month period will result in additional steps being taken as provided for under Section 14.2 up to and including dismissal.

## 7.2 Personal Leave

- 7.2.1 All full-time employees and on a pro rata basis, part-time employees, shall be granted one (1) day of Personal Leave per year.
- 7.2.2 Unused Personal Leave days may be carried forward one (1) year to accumulate to a maximum credit of two (2) days. A maximum of two (2) Personal Leave days may be used in one (1) year.
- 7.2.3 The request must be made to the employee's supervisor using Employee Access at least one (1) full work days prior to the day the leave is to be taken, except in extreme emergencies (i.e. car accident, furnace failure, etc.). In the event of an extreme emergency, an oral request through the employee's supervisor will be considered.
- 7.2.4 Personal Leave shall be deducted from the accrued sick leave days earned by the employee and must be used in full or half-day increments.
- 7.2.5 Personal Leave pay shall be approved only upon submission using Employee Access.

### 7.3 Bereavement Leave

- 7.3.1 When a death occurs in an employee's immediate family, all regular full time employees and part-time employees on a pro rata basis may take up to three (3) days off with pay for each occasion to attend the funeral and/or make funeral arrangements. Additional unpaid time off may be granted depending on circumstances such as the time necessary for travel, the employee's responsibility for taking care of the estate of the deceased, or time to grieve. The District may require verification of the need for the leave.
- 7.3.2 Immediate family members include the employee's parents, siblings, spouse, children, mother/father-in-law, sister/brother-in-law, daughter/son-in-law, grandparent, grandchild, aunt/uncle, niece/nephew, first cousin, step-children/step-parents and the following relatives of the employee's spouse: grandparent, grandchild, aunt/uncle, niece/nephew, first cousin, step-children/step-parents.
- 7.3.3 Up to three (3) days off with pay per year may be granted to attend the funeral of close, non-family members. The District may require verification of the need for the leave.

7.3.4 Approved Bereavement Leave shall be deducted from the accrued sick leave days earned by the employee.

7.3.5 Bereavement Leave that meets the criteria set forth in the Bereavement Leave section will be approved for payment upon submission using Employee Access.

#### 7.4 Jury Duty

7.4.1 A leave of absence, with regular pay less the amount paid as jury duty pay, shall be granted to all employees called for jury duty.

7.4.2 Such employees shall submit a request for leave with pay indicating the amount of pay earned while on jury duty. The difference between the regular pay and the jury duty pay will be paid at the next regular pay period.

7.4.3 An employee, upon being called for such duty, is expected to inform the Manager of Operations – Custodial Services as soon as the notice is received.

7.4.4 When relieved from jury duty during the day, the employee is to return to the place of work for the remainder of the regular shift for that day.

#### 7.5 Medical Leave of Absence

(Effective for all persons employed on or after July 1, 1996.)

7.5.1 Leaves of absence may be granted with the approval of the School Board.

7.5.2 To comply with the requirements of the Public Employees Retirement Association (PERA), any employee covered by this agreement wherein accumulated sick leave is used, and the employee is not able to return to normal duties because of an illness or injury, the School Board will pass a resolution granting a temporary leave of absence and will notify the office of the Public Employees Retirement Association (PERA) of this action.

7.5.3 If an employee has been granted a leave of absence for a medical illness or injury, the employee will retain rights to their former position if the employee returns to work within three hundred sixty-five (365) calendar days from the first day of absence due to the medical illness or injury.

7.5.4 If an employee returns to work after the three hundred sixty-fifth (365th) calendar day through the seven hundred thirtieth (730th) calendar day from the first day of absence due to a medical illness or injury, the employee will be placed on



RECALL as per ARTICLE XI: LAYOFF AND RECALL. The employee will not be allowed to claim another employee's position under any circumstance.

7.5.5 If an employee does not return to work, for any reason, within the seven hundred thirty (730) calendar day leave period, the employee shall resign in "good standing" or the School District will have the right to terminate the employee and this termination is not grievable.

7.5.6 The timeliness for calculating the leave periods for Section 7.5.3, Section 7.5.4 and Section 7.5.5 shall begin with the first leave granted for the same medical illness or injury. All leaves granted for the same medical illness or injury shall be accumulative.

7.5.7 Periods of more than one hundred twenty (120) calendar days in length during which an employee returns to work between approved leaves, for the same medical illness or injury, shall sever the accumulation effect of the leaves as described in Section 7.5.6 of this Article.

7.6 Worker's Compensation Leave of Absence  
(Effective for all persons employed on or after July 1, 1996.)

7.6.1 Leaves of absence may be granted with the approval of the School Board.

7.6.2 To comply with the requirements of the Public Employees Retirement Association (PERA), any employee covered by this agreement wherein accumulated sick leave is used, and the employee is not able to return to normal duties because of an illness or injury, the School Board will grant a temporary leave of absence and will notify the office of the Public Employees Retirement Association (PERA) of this action.

7.6.3 If an employee has been granted a leave of absence due to a Worker's Compensation illness or injury, the employee will retain rights to their former position if the employee returns to work within seven hundred thirty (730) calendar days from the first day of absence due to the Worker's Compensation illness or injury.

7.6.4 If an employee returns to work after the seven hundred thirtieth (730th) calendar day through the one thousand ninety-fifth (1,095th) calendar day from the first day of absence due to a Worker's Compensation illness or injury, the employee will be placed on RECALL as per ARTICLE XI: LAYOFF AND RECALL. The employee will not be allowed to claim another employee's position under any circumstance.

- 7.6.5 If an employee does not return to work, for any reason, within the one thousand ninety-five (1,095) calendar day leave period, the employee shall resign in "good standing" or the School District will have the right to terminate the employee and this termination is not grievable.
- 7.6.6 The timelines for calculating the leave periods for Section 7.6.3, Section 7.6.4, Section 7.6.5, and Section 7.6.6 shall begin with the first leave granted for the same Worker's Compensation illness or injury. All leaves granted for the same Worker's Compensation illness or injury shall be accumulative.
- 7.6.7 Periods of more than one hundred twenty (120) calendar days in length during which an employee returns to work between approved leaves, for the same Worker's Compensation illness or injury, shall sever the accumulation effect of the leaves as described in Section 7.6.6 of this article.

7.7 Other Leaves of Absence

(Effective for all persons employed on or after July 1, 1996.)

- 7.7.1 Leaves of absence without pay compensation or fringe benefits may be granted with the approval of the School Board for a period up to six (6) months.
- 7.7.2 To comply with the requirements of the Public Employees Retirement Association (PERA), any employee covered by this agreement wherein accumulated sick leave is entirely used, and the employee is not able to return to normal duties because of illness, the School Board will grant a temporary leave of absence and will notify the office of the Public Employees Retirement Association (PERA) of this action.

7.8 Pregnancy - Child Care Leave

- 7.8.1 In the event of an employee's pregnancy, such employee may continue to work until such time that she is determined disabled by her physician. During the period of time that she is certified as disabled, such employee may utilize disability/sick leave benefits for which such employee is eligible in accordance with applicable law. Thereafter, an employee may request an unpaid child care leave. However, if an employee requests a child care leave prior to the time that her physician certifies her disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery. An employee on child care leave shall not be entitled to receive any compensation or sick leave pay from the School District.

The School District may grant, upon request of an employee, an unpaid child care leave of absence for the care of a natural or adopted child. A pregnant employee

shall notify, in writing, the Executive Director of Human Resources and her Supervisor, no later than the sixth (6th) month of pregnancy, of her intentions to take a child care leave. Such notice shall include the proposed time period of such leave; a physician's statement indicating the estimated date of delivery; and the employee's intention to work up until her certified disability date. An employee requesting a child care leave for the care of an adopted child shall give notice at least three (3) months prior to the estimated placement date, if possible.

The commencement and return date of a child care leave of absence shall be determined by mutual agreement between the employee, the employee's supervisor, and the Executive Director of Human Resources, subject to approval by the School Board.

## **ARTICLE VIII:**

### **HOURS OF SERVICE, WORK ASSIGNMENTS AND SAFETY**

#### **8.1 Hours of Service**

- 8.1.1 The normal work week shall be five (5) consecutive days of eight (8) hours each. All time worked over forty (40) hours per week shall be paid for at the rate of time and one-half (1 ½) the regular rate of pay for that position. All over-time work must be authorized in advance by the Principal, the Manager of Operations – Custodial Services, the Executive Director of Business Services, or the Superintendent of Schools.
- 8.1.2 In event of emergencies the regularly scheduled work day may be changed by the Supervisor.
- 8.1.3 The individual employee's daily work program, including starting and quitting time will be guided by the needs for best operation of the school building as determined by the Principal, Supervisor, or Head Custodian with the prior approval of the Principal or Supervisor.
- 8.1.4 An employee called back to work after having completed a regular shift or called to work on a Saturday or Sunday shall receive a minimum of two (2) hours pay at the time and one-half (1 ½) rate of pay for the employee.
- 8.1.5 An employee called to work on a holiday (as defined in Section 16.1.2) shall receive a minimum of two (2) hours pay at the time and one-half (1 ½) rate of pay for the employee. An employee shall be paid double time for all hours worked in excess of the two (2) hour guaranteed call back time.

- 8.1.6 An employee called to work on a day that is celebrated on the calendar as a legal holiday and is paid for under Section 16.1 but is observed by the School District on a different day (see Sections 16.1.4 through 16.1.7), shall receive the holiday pay on the day observed by the School District and shall receive a minimum of two (2) hours pay at the time and one-half (1 ½) rate of pay for the employee. An employee shall be paid double time for all hours worked in excess of the two (2) hour guaranteed call back time.

Example: December 25<sup>th</sup> occurs on a Sunday. The School District observes the Christmas holiday on Monday, December 26. An employee is called to work on Sunday, December 25<sup>th</sup> and works four (4) hours. The employee will be paid time and one-half (1 ½) for the first two (2) hours of work and double time for the remaining two (2) hours of work. The employee will also receive holiday pay for Monday, December 26.

- 8.1.7 An employee shall receive one (1) hour pay including applicable exceptional service pay for answering and responding to after hour emergency alarm calls.

## 8.2 Work Assignments

- 8.2.1 Work assignments will be made by the Manager of Operations – Custodial Services, and Head Custodian. The Principal shall act in the absence of the Manager of Operations – Custodial Services.
- 8.2.2 Specific job assignments for an individual employee or a crew of employees will be made on the basis of skills and abilities rather than by an employee covered under this Agreement identified with a particular building.
- 8.2.3 It is understood that the work of an employee shall include all operation, maintenance or repair work of any kind needed to maintain the building, grounds or equipment in good condition as provided in the appropriate job description.

## 8.3 Overtime Work Assignments

- 8.3.1 Additional hours of work which result in overtime pay will be assigned on the basis of the most efficient use of the employee.
- 8.3.2 If the non-regularly scheduled work which results in additional hours for an employee is to follow a regular scheduled work shift, those employees as defined in Section 2.2, in that building will be assigned to the building where the work will occur.

- 8.3.3 If the non-regularly scheduled work does not immediately follow a regularly scheduled shift in the building, employees, as defined in Section 2.2, in that building will be used.
- 8.3.4 If circumstances surrounding the assignment of the work are in the nature of an emergency, such that additional damage to physical property will occur, the safety of persons is a factor, or time is a crucial factor, the work will be assigned to any employee as determined by the employer.
- 8.3.5 Employees may not refuse the assignment of additional hours of work except for just cause.

#### 8.4 Safety

- 8.4.1 All regulations and laws of the State of Minnesota governing the safety of employees and building occupants shall be complied with by the employee and employer.
- 8.4.2 Employees who are assigned to work in a building when they are the only person in the building will not be assigned tasks which are considered hazardous by both the employee and their supervisor. Examples of such tasks are: ladder climbing, electrical circuit repair, tunnel crawling, outside patrolling and pursuit of vandals.

### **ARTICLE IX: PROBATION**

#### 9.1 New Employees

All new employees shall be on probation for a period of one hundred eighty (180) calendar days during the employee's regular work year schedule. Continued employment during this period shall be vested solely in the School Board. Subsequent to that period, the employee shall attain regular employment status.

#### 9.2 Current Employees Appointed to New Positions

Current regular employees appointed to a new position shall serve a one hundred twenty (120) calendar day probationary period in the new position during the employee's regular work year schedule. Continued employment in the new position during this probationary period shall be vested solely in the School Board.

During said probationary period, the School Board may revert the employee to the employee's previous position as soon as a qualified replacement is available. An employee that returns to a previously held position will be placed in the employee's previous pay grade and step. In the event that the previous position is not open, the employee shall be placed in a position as similar in class, shift and wages as the employee's previous position, as may be available. This may require the layoff of a less senior employee.

### 9.3 Temporary Employees Appointed to Regular Status Positions

Current regular and new employees appointed to temporary positions are subject to the provisions of Section 9.1 and Section 9.2. Current regular employees appointed to temporary positions will return to their regular position status at the termination of the temporary position; new employees appointed to temporary positions will be terminated if the employee is working under a probationary period under Section 9.1. If the employee has satisfied a probationary period under Section 9.1, the employee will be entitled to be laid off under Article XI. If an employee is appointed to a temporary position and subsequently (within thirty (30) calendar days) is appointed to the same position on regular employment status:

- A. The employee will be credited with the number of probationary days served while on temporary status towards the one hundred twenty (120) calendar day probationary period specified in Section 9.2;
- B. The employee will also be placed in the pay grade and step the employee received as a temporary in the same position and building, prior to the positions status change.

Employees appointed to temporary positions will have no vested rights to the position if the status of the position is changed to a regular position.

## **ARTICLE X: STEP MOVEMENT**

### 10.1 Regular Step Movement

If the employee's first day of work is between July 1 and December 30, the step increase will occur on the following July 1. If the employee's first day of work is between January 1 and June 30, the step increase shall occur on July 1 of the following year. All subsequent step increases shall be on July 1.

The School Board reserves the right to withhold a step increase in individual cases for good and sufficient reasons. The School Board shall give written notice of the reason for such action.

#### 10.2 Step Movement Involving New Positions

If an employee voluntarily accepts a posted position within the custodian unit with a different job description and higher pay grade than the position the employee is working under, the employee will then be placed at the pay rate in the higher grade equivalent to their years of bargaining unit service. and will progress on the salary schedule as follows:

10.2.1 In all cases, if the employee's next step movement as of July 1<sup>st</sup> falls during the one hundred eighty (180) calendar day probationary period, the employee will make the next step movement in the new position upon completion of the one hundred eighty (180) calendar day probationary period retroactive to July 1<sup>st</sup>. All subsequent step movements will occur on the July 1<sup>st</sup> of each year.

10.2.2 If the new position is in the same pay grade as the employee's previous position, the employee will remain on the same step and progress on the salary schedule according to 10.1.

### **ARTICLE XI: LAYOFF AND RECALL**

11.1 The purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. If an employee's position is eliminated or the hours are reduced, the employee shall have the right to displace the least senior employee in the same grade. If the displaced employee is the least senior employee in the grade, the employee can then displace the least senior employee holding a position in the next lower grade and if the employee in the next lower grade is of less seniority. The displaced employee shall then have the right to displace the least senior person in the next lower grade, etc., as long as the senior person currently meets the minimum requirements of the job description. Full-time employees may displace the least senior full-time or part-time employee in the same grade. If the least senior employee is part-time, the displaced employee may displace the least senior employee in the next lower grade. If a full-time employee chooses to displace a part-time employee, the full-time employee will retain rights to a full-time position in the grade from which they were displaced for two (2) years. Part-time employees may only displace part-time employees.

If the displaced employee does not currently meet the minimum requirements of a job description, he/she shall continue to have the right to displace the least senior employee in the next lower grade, if the displaced employee currently meets the minimum

requirements of that job description, or the least senior employee in the next lower grade, if the displaced employee currently meets the minimum requirements of that job description. This procedure shall continue until the least senior employee is laid off in accordance with the Layoff Classification Chart.

- 11.2 Seniority dates for all bargaining unit members will be the date that the employee becomes a bargaining unit member including the employee's probationary period.

11.3 Layoff Classification Chart

Grade VIII

|

Grade VI

|

Grade V

|

Grade IV

|

Grade III

|

Grade II

|

Grade I

- 11.4 For a period of two (2) calendar years from the date of layoff, if any opening occurs in the School District, the employee with the most seniority shall have first choice to be



recalled if the position is at or lower than the employee's previous grade. For recall purposes, seniority shall be determined by total service within the School District.

- 11.4.1 When a laid off employee works as a substitute custodian to replace a custodian(s) who is/are absent for a total duration of more than sixty-seven (67) consecutive days, he/she will not have his/her recall eligibility window reduced.
- 11.5 A displaced full-time employee will have the choice to displace the least senior part-time employee or accept being laid-off. If the displaced full-time employee chooses to accept being laid-off the employee will not forfeit their rights to recall.
- 11.6 In no event will an employee displace another employee with greater seniority. In the event of duplicate employment dates, the date of application shall determine seniority. The employee with the oldest application date shall be considered to have the greater seniority.
- 11.7 For the purposes of Article XI: Layoff and Recall, the term "full-time" means an employee who is regularly assigned to work 2080 hours per year. The term "part-time" means an employee who is regularly assigned to work less than 2080 hours per year.

## **ARTICLE XII: RESIGNATION**

- 12.1 Two (2) calendar weeks' notice shall be required of an employee if the employee wishes to resign in good standing.
- 12.2 Two (2) calendar weeks' notice shall be given to an employee if the employee is to be laid- off.

## **ARTICLE XIII: VACANCIES**

- 13.1 The School District shall post, for a period of at least seven (7) calendar days, all vacancies of sixty (60) or more calendar days in duration. The vacancy shall be posted within thirty (30) calendar days from the date the vacancy occurs. Postings shall be sent to the designated union representative to be forwarded to all members. .

Applicants must submit their completed applications, using the online system, and according to the School District's procedure, within the posting period, in order to be considered for the position. The School District shall notify the Union Steward of the candidate's employment, within fourteen (14) calendar days from the date of the School Board's action.

- 13.2 Final decision for employment advancement, transfer, or promotion will be made by the School Board consistent with the qualifications and requirements of the operation except as provided in Section 13.3.
- 13.3 Internal applicants who apply for vacancies within the same or lower grade and/or job title of that pay grade will be selected based on seniority provided no disciplinary action has taken place within the past four (4) years. Job title does not refer to location within the grade.
- 13.4 Selected applicants must remain frozen in their new position for the duration of their probationary period before they are considered to be an internal applicant unless they apply for a higher or lower position as listed on the layoff classification chart in Section 11.3. Selected applicants who have not completed their probationary period and are frozen in their new position, may apply for vacancies in their current position as an external applicant.
- 13.5 There shall be no "bumping" from one position to another.
- 13.6 Notices of vacancies or new position shall be mailed to employees, who are on the official recall list, provided the employee provides the School Board with a stamped, self-addressed envelope for this purpose.

#### **ARTICLE XIV: DISCIPLINARY ACTIONS**

- 14.1 Employees on regular employment status may be subject to disciplinary actions by the employer for cause.
- 14.2 Disciplinary actions by the employer may include the following actions and will normally take the course indicated in the Disciplinary Action Steps listed below, except in cases of a serious magnitude. In cases of a serious magnitude, the employer may use whichever Disciplinary Action Step deemed appropriate by the employer.

##### **Disciplinary Action Steps**

Step One	-	Oral Reprimand
Step Two	-	Written Reprimand
Step Three	-	Suspension Without Pay
Step Four	-	Demotion
Step Five	-	Dismissal

- 14.3 The following list of disciplinary actions are listed below for clarification purposes. This list is not intended to be an all-inclusive list covered by suspension and/or dismissal disciplinary actions.

Suspension and Dismissal

1. Improper conduct or language
2. Insubordination - suspension on first charge

Dismissal

1. Failure to pass any mental\* or physical examination required
2. Failure to do the work assigned
3. Insubordination - dismissal on second charge

\*The examination will be conducted by a licensed Psychiatrist mutually selected by the School District and the Exclusive Bargaining Representative. The purpose of the examination is to determine whether the employee is a danger or threat to themselves or other persons.

Immediate Dismissal

1. Theft or immoral conduct
  2. Consumption or sale of intoxicating beverages or controlled substances while on the job
  3. Dishonesty or stealing
- 14.4 The Union Representative of Local 284 may discuss with the Administration those causes for discharge which do not require immediate dismissal; however, the decision of the School Board shall be final except as defined under Article XVIX Grievance Procedures.

**ARTICLE XV: 403 (b) MATCHING RETIREMENT PLAN**

- 15.1 Eligible employees, as defined in section 15.2, may participate in the Independent School District 728 403(b) Matching Retirement Plan. Eligible employees may elect to enter into salary reduction agreements and have amounts withheld from their salaries in accordance with the terms of the plan and the provisions of this Article.
- 15.2 To qualify for and participate in the Independent School District 728 403(b) Matching Retirement Plan, an employee must have completed five (5) full school years of continuous service with Independent School District 728 by June 30 of a calendar year.

Service must be in positions that are School Board approved and the employee must have been appointed, by the School Board, to the position. Service in different positions can be combined to meet the five (5) full school years of continuous service eligibility requirement. Upon completion of the requirements for eligibility, participation will begin with the first paycheck in a fiscal year. If an eligible employee does not elect to participate prior to receiving the first paycheck of the fiscal year, the employee may later elect to participate, effective the first paycheck following ten (10) work days after the required enrollment forms are received in the Payroll Department. The employee will establish the match amount per paycheck and receive that amount until their fiscal limit has been reached, at which time the match would stop and restart upon commencement of a new fiscal year.

Partial years of service of one hundred eighty (180) consecutive calendar days or more will be considered as a complete year of service. Partial years of service less than one hundred eighty (180) consecutive calendar days will not be considered as a complete year of service and cannot be combined to make a complete year of service. Approved leaves of absence without pay will not sever continuous service but will not be credited towards the calculation of years of continuous service.

- 15.3 In addition to the requirements of section 15.2, to qualify for and participate in the Independent School District 728 403(b) Matching Retirement Plan and receive a matching contribution, an employee must be School Board approved, as of July 1, to work a minimum of twenty (20) hours per week. An employee who falls below the minimum number of hours of eligibility during the employee's contracted year, will not be eligible to receive the match for the remainder of the employee's contract year. An employee who is regularly scheduled to work forty (40) hours per week and twelve (12) months per year will be eligible for the maximum match amount. An employee who is regularly scheduled to work less than forty (40) hours per week and/or twelve (12) months per year will receive a prorated match.
- 15.4 The School District will match up to a maximum of one thousand and 00/100 dollars (\$1,000.00) per school year. All matches will be on a dollar-for-dollar basis.
- 15.5 The School District's obligation for contributions in matching funds shall cease after the School District has contributed the following maximums in annual contributions or in combination with other matching funds contributed by the School District on behalf of the employee if the employee was previously a member of a different bargaining unit.
- 15.6
- 15.6 If an employee is employed by the School District prior to July 1, 1997, and if such employee has completed at least twenty (20) school years of continuous service with Independent School District 728 at the time of retirement, the employee, upon retirement,

will be eligible for a lump-sum payment equal to the difference between twelve thousand five hundred and 00/100 dollars (\$12,500.00) (prorated based upon the employee's School Board approved assignment at the time of retirement) and the amount actually contributed by the School District pursuant to the terms of the Independent School District 728 403(b) Matching Retirement Plan. "Continuous service," for the purposes of this paragraph only, shall be defined as in sections 15.2 and 15.3 except that the twenty (20) hour-per-week minimum shall be reduced to fourteen (14) hours per week. Persons employed on and after July 1, 1997, are not eligible for this benefit.

- 15.7 Upon retirement, the lump-sum payment under Section 15.7 will be made directly to the Minnesota State Retirement System Health Care Savings Plan(MSRS HCSP). The payment will be made within thirty (30) calendar days of the employee's School Board approved retirement date.

In no event will the School District be obligated to pay any amounts greater than authorized by applicable state statutes or regulations or federal laws or regulations. It is understood that the School District's only obligation is to make the specified payment on behalf of the employee to the appropriate fund and no claim shall be made against the School District as a result of the MSRS HCSP.

In the event of the death of an employee who has met the aforementioned eligibility requirements under Section 15.7 but a payment has not yet been made to the MSRS HCSP on behalf of the employee, the amount will be paid to the deceased employee's estate.

## **ARTICLE XVI: HOLIDAYS AND VACATIONS**

### **16.1 Holidays**

- 16.1.1 All full-time employees and on a pro rata basis, part-time employees, shall be granted up to twelve (12) holidays with pay per year coinciding with the school calendar as adopted by the School Board and which fall during the work year of the employee. Employees working less than twelve (12) months per year shall be paid for only those holidays which occur during the employee's regular work year schedule.

- 16.1.2 For 2023 – 2025 these holidays shall be:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Juneteenth (June 19th)	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	One (1) Floating Holiday

- 16.1.3 Employees will be allowed to select the day on which they can use their floating holiday if the leave does not conflict with the needs of the School District.

The request must be made to the Manager of Operations – Custodial Services using “Employee Access” at least four (4) full work days prior to the day the leave is to be taken, except in extreme emergencies. In the event of an extreme emergency, an oral request through the Manager of Operations – Custodial Services will be considered. No more than two (2) employees from the same building will be allowed to utilize their floating holiday on the same day.

Employees are expected to use their floating holiday during the fiscal year. If on two (2) separate occasions an employee has requested to use their floating holiday and has been denied their request, the employee will be paid for the floating holiday at the conclusion of the school year.

- 16.1.4 If any holiday falls on a weekend day, the Superintendent of Schools will designate another holiday within a five (5) calendar day period of the normal holiday.
- 16.1.5 Any legal holiday that falls within an employee's vacation period shall not count as a day of vacation.
- 16.1.6 An employee must work the regularly scheduled shift the day before and the day after the holiday, unless on approved paid leave, to qualify for the holiday with pay.
- 16.1.7 An employee asked to work on any paid holiday shall be paid a minimum of two (2) hours of pay in addition to the holiday pay.

## 16.2 Vacations

- 16.2.1 All full-time employees and on a pro rata basis, part-time employees, shall be granted vacation with pay on the basis of the following schedule. Newly hired employees will have their first year's vacation allocation pro-rated based on the number of days worked during the time period from date of hire to the following June 30<sup>th</sup>. (Example – Work year equals 260 days and runs July 1 through June 30<sup>th</sup>. Full time employee is hired with 130 workdays remaining between the hire date and the following June 30<sup>th</sup>.  $11 \text{ days} \times 8 \text{ hour per day} = 88 \text{ hours}$ .  $88 \text{ hours} / 260 \text{ work days} = \text{an accrual rate of } .3384 \text{ per work day}$ .  $.3385 \times 130 \text{ work days} / 8 \text{ hours} = 5.5 \text{ days of vacation}$ )

Up to six (6) years of  
consecutive employment.....11 days

Six (6) years but less than fifteen (15) years of  
consecutive employment .....16 days

Fifteen (15) years or more of consecutive employment .....20 days

- 16.2.2 All employees, who are School Board approved to work two thousand eighty (2,080) hours in a school year, inclusive of vacation, holidays, and approved leaves, will be granted vacation for years sixteen (16) through twenty (20), with pay, on the basis of the following schedule:

Sixteen (16) years or more of consecutive employment.....21 Days

Seventeen (17) years or more of consecutive employment .....22 Days

Eighteen (18) years or more of consecutive employment .....23 Days

Nineteen (19) years or more of consecutive employment .....24 Days

Twenty (20) years or more of consecutive employment .....25 Days

- 16.2.3 All employees, who are School Board approved to work twelve (12) months in a school year, inclusive of vacation, holidays and approved leaves, will be credited vacation on July 1 of each fiscal year. The maximum carryover shall be one (1) years' vacation.

Employees who work less than twelve (12) months in a school year, inclusive of vacation, holidays and approved leaves, will be credited vacation on July 1 of each fiscal year. Employees who work less than twelve (12) months in a school year must use any accrued vacation prior to the conclusion of the school year in the fiscal year in which the vacation is earned.

The use of vacation must be consistent with the operation of the building or department to which the employee is assigned.

- 16.2.4 Probationary employees may use vacation upon advanced approval of Human Resources.

16.2.5 The days of vacation to which a full-time employee will be entitled shall be computed with June 30 as the anniversary date.

16.2.6 Effective for persons employed on or after July 1, 1996, in positions covered by the Custodians bargaining unit:

In the event that an employee accepts a position in this bargaining unit, having previously been employed in the School District but in a different bargaining unit, the employee will be given credit on this bargaining unit's vacation schedule for those eligible years the employee was given credit on the previous bargaining unit's vacation schedule. The employment from one bargaining unit to another must be continuous in order to be eligible for the credit.

16.2.7 Employees must submit in writing vacation requests to the Manager of Operations – Custodial Services or his/her designee. The Manager of Operations – Custodial Services will approve or deny the request. Custodians must submit their vacation request at least four (4) full work days prior to the day the vacation is to be taken. Vacation requests will be considered on a “first come, first served basis”. In the event of emergencies, an oral request through the Manager of Operations – Custodial Services will be considered. Employees who wish to cancel a previously approved vacation request must notify the Manager of Operations – Custodial Services prior to the start date and time of the previously approved vacation. Cancellation requests must be submitted to the Manager of Operations – Custodial Services via the established electronic request system.

16.2.8 Vacations may be taken subject to the following restrictions:

- A. Except as permitted in Section 16.2.8, Subdivision B, no more than fifty percent (50%) of the employees in a building may be on vacation during non-pupil attendance days.
- B. Between June 15 and August 15 of each year, in buildings with an odd number of employees, fifty percent (50%) plus one (1) of the employees in a building may be on vacation on the same day/s. (Example A: If there are five (5) custodians assigned to the building, three (3) may be on vacation on the same day/s between June 15 to August 15. Example B: If there are seven (7) custodians assigned to the building, four (4) may be on vacation on the same day/s between June 15 and August 15.)
- C. No more than one (1) employee in a building may be on vacation during pupil attendance days in any building with less than four (4) custodians. Two (2) custodians may be on vacation at the same time during pupil attendance days in any building with at least four (4) or more custodians.



- D. A Head Custodian and a Lead Custodian assigned to the same building will not be eligible to be on vacation at the same time.
- E. All vacation requests will be granted according to the needs for the best operation of the School District.

16.2.9 Vacation days earned shall be prorated if an employee terminates employment.

## **ARTICLE XVII: MILEAGE REIMBURSEMENT**

### **17.1 Mileage**

- 17.1.1 All mileage for school business must be approved for reimbursement by the Manager of Operations – Custodial Services prior to its use.
- 17.1.2 Payment shall be made upon submission of the employee's request on the proper mileage reimbursement form available at the school office.
- 17.1.3 Approved out-of-district and other mileage pay will be paid in accordance with District Policy.

## **ARTICLE XVIII: GRIEVANCE PROCEDURE**

- 18.1 A "grievance" shall mean an allegation by a full-time employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this written agreement in effect between the parties.
- 18.2 The term employee as used herein shall have that meaning as described in Article II of the Agreement.
- 18.3 The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act as representative or agent.
- 18.4 Grievances shall not be valid for consideration unless the grievance is submitted in writing within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof.
- 18.5 The School Board and the employee shall attempt to adjust all grievances which may arise during the courses of employment of any employee with the School District in the following manner.

- A. An effort shall be made to first adjust a possible grievance informally between the employee and the School Board's designee. If the problem cannot be resolved through informal discussion, then the formal grievance shall be submitted in writing to the School Board's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought. The School Board's designee will give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
  - B. In the event that the grievance is not resolved in Step A, the decision rendered in Step A may be appealed to the Superintendent of Schools provided such appeal is made in writing and appealed to the Superintendent of Schools within five (5) days after receipt of the decision in Step A. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent of Schools or the Superintendent of Schools designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the Superintendent of Schools or the Superintendent of Schools designee shall issue a decision in writing to the parties involved.
  - C. In the event that the grievance is not resolved in Step B, the decision rendered in Step B may be appealed to the School Board provided such appeal is made in writing and appealed to the School Board within five (5) days after receipt of the decision in Step B. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this step, and report its findings and recommendations to the School Board. The School Board shall then render its decision on the grievance.
  - D. The School Board shall determine and designate its representative(s) at any stage of this procedure.
- 18.6 Failure by the employee to appeal a grievance from one step to another within the time period provided shall constitute a waiver of the grievance.
- 18.7 A. Time limits specified in this Agreement may be extended by mutual agreement.
- B. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

- C. 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.
- D. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- E. 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.

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

18.9 Arbitration Procedures

- A. In the event that the employee and the School Board are unable to resolve any grievance pursuant to Section 5 of this procedure, the grievance may be submitted to arbitration as defined herein:
  - 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent of Schools within ten (10) days following the decision in Section 5, of the grievance procedure.
  - 2. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions outlined in this grievance.
  - 3. 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.
  - 4. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations or arbitration decisions as provided by in the PELRA.
  - 5. 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. A transcript or recording shall be made at the request of either party.

The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

6. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.
7. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request an arbitrator in accordance with M.S. 179A.21. providing such request is made within twenty (20) days after the request for arbitration. Failure to agree upon an arbitrator or the failure to request an arbitrator in accordance with M.S. 179A.21 within the time periods provided herein shall constitute a waiver of the grievance.
8. The decision of the arbitrator shall be rendered within thirty (30) days after the close of the hearing.
9. The proceeding before the arbitrator shall be a hearing denovo.

#### **ARTICLE XXIX: DURATION**

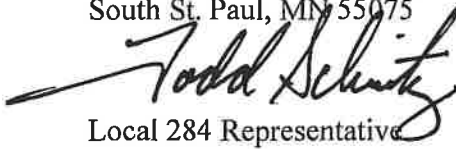
- 19.1 This agreement shall remain in full force and effect for a period commencing on July 1,

2023, through June 30, 2025, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

- 19.2 This Agreement constitutes the full and complete Agreement between the School Board and the Service Employees International Union Local 284. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
- 19.3 It is further agreed that any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except by mutual consent.
- 19.4 The provisions of this Agreement shall be severable. If any provisions 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 provisions thereof under different circumstances.

IN WITNESS WHEREOF, the parties have signed this Agreement, this  
day of 2024.

For Service Employee International Union  
Local 284,  
450 Southview Boulevard  
South St. Paul, MN 55075

 8/22/24  
Local 284 Representative

For Independent School District 728  
11500 193<sup>rd</sup> Ave NW  
Elk River, MN 55330

  
Chair, School Board

Steward

  
Steward

  
Steward

Clerk, School Board



## APPENDIX A

### SECTION 1 - RATES OF PAY – CUSTODIAN, GROUNDS PERSONS AND OTHERS

Effective July 1, 2023, through June 30, 2024, wages per hour

23-24 Step	Grade I	Grade II	Grade III	Grade IV	Grade V	Grade VI	Grade VII	Grade VIII
1	19.24	19.59	19.96	20.33	20.70	21.05	21.81	79,946.98
2	19.59	19.96	20.33	20.70	21.05	21.81	22.62	82,052.76
3	19.96	20.33	20.70	21.05	21.81	22.62	23.45	84,912.27
4	20.33	20.70	21.05	21.81	22.62	23.45	24.31	87,845.43
5	20.70	21.05	21.81	22.62	23.45	24.31	25.20	
6	21.05	21.81	22.62	23.45	24.31	25.20	26.12	
7	21.81	22.62	23.45	24.31	25.20	26.12	27.10	
8	22.62	23.45	24.31	25.20	26.12	27.10	28.10	
9	23.98	24.83	25.73	26.65	27.64	28.63	29.67	

Effective July 1, 2024, through June 29, 2025, wages per hour:

24-25 Step	Grade I	Grade II	Grade III	Grade IV	Grade V	Grade VI	Grade VII	Grade VIII
1	19.87	20.24	20.62	21.00	21.38	21.75	22.53	79,946.98
2	20.24	20.62	21.00	21.38	21.75	22.53	23.36	82,052.76
3	20.62	21.00	21.38	21.75	22.53	23.36	24.22	84,912.27
4	21.00	21.38	21.75	22.53	23.36	24.22	25.11	87,845.43
5	21.38	21.75	22.53	23.36	24.22	25.11	26.03	
6	21.75	22.53	23.36	24.22	25.11	26.03	26.99	
7	22.53	23.36	24.22	25.11	26.03	26.99	27.99	
8	23.36	24.22	25.11	26.03	26.99	27.99	29.03	
9	24.77	25.65	26.57	27.53	28.55	29.58	30.65	

Effective June 30, 2025 step 3 will be eliminated and all employees currently on step 3 as of June 30, 2025 will move to step 4.

6/30/25	Grade I	Grade II	Grade III	Grade IV	Grade V	Grade VI	Grade VII	Grade VIII
1	19.87	20.24	20.62	21.00	21.38	21.75	22.53	79,946.98
2	20.24	20.62	21.00	21.38	21.75	22.53	23.36	82,052.76
3	20.62	21.00	21.38	21.75	22.53	23.36	24.22	84,912.27
4	21.00	21.38	21.75	22.53	23.36	24.22	25.11	87,845.43
5	21.38	21.75	22.53	23.36	24.22	25.11	26.03	
6	21.75	22.53	23.36	24.22	25.11	26.03	26.99	
7	22.53	23.36	24.22	25.11	26.03	26.99	27.99	
8	23.36	24.22	25.11	26.03	26.99	27.99	29.03	
9	24.77	25.65	26.57	27.53	28.55	29.58	30.65	



<u>Grade I</u>	<u>Grade II</u> Custodian Laundry Worker Custodian – Handke Family Center
<u>Grade III</u> Custodian –ISCS Grounds person	<u>Grade IV</u>  District Delivery Driver Lead Custodian – Elementary School Lead Custodian – Middle School
<u>Grade V</u>  Head Custodian – Elementary School Head Custodian – Handke Family Center Lead Custodian – Elk River High School School Lead Custodian – Rogers High School Lead Custodian - Zimmerman Middle/High School Lead Grounds person Warehouse Person	<u>Grade VI</u>  Head Custodian – Middle School
<u>Grade VII</u>  Head Custodian – Elk River High School Head Custodian – Rogers High School Head Custodian – Zimmerman Middle/High School Head Grounds person Maintenance Worker	<u>Grade VIII</u>  Master Electrician/Maintenance Coordinator

## SECTION 1 – RATES OF PAY – MASTER ELECTRICIAN

Master Electrician/Maintenance Coordinator is an exempt status position as defined by the Fair Labor Standards Act (FLSA).

All provisions of the Custodian Collective Bargaining agreement will apply to the is position with the exception of;

- a. Article VIII, 8.1 (Hours of Service).
- b. Article VIII, 8.2 (Overtime Work Assignments).
- c. Appendix A – Section 2 (Exceptional Service Pay).

The annual salary for the position will be defined as follows;

- a. The salary is based on full time positions contracted for a minimum of 260 duty days per year and/or eight (8) hours per duty day
- b. It is recognized that this position may be required to work more than the traditional eight (8) hours per day in order to properly perform the assigned job responsibilities.
- c. Pay scale for this position will be:

Salary Scale - See Appendix A – Grade VIII

## SECTION 2 - EXCEPTIONAL SERVICE PAY

- A. Exceptional Service Pay will be paid to employees holding a reserve boiler license and for a Class A commercial driver's license provided the position requires such license. The rates of pay will be paid as per the following schedule and in accordance with the restrictions for Chief Engineer's Boiler License and First Class Boiler License. All employees who hold an appropriate boiler license and a Class A commercial driver's license, provided the position requires such license will be eligible for the pay.

Chief License	\$.65/Hour
First Class License	\$.55/Hour
Second Class License	\$.45/Hour
Pool License	\$.50/Hour
Class A Commercial Driver License	\$.50/Hour

### Effective July 1, 2020

Chief License	\$.75/Hour
First Class License	\$.65/Hour

Second Class License	\$.55/Hour
Pool License	\$.50/Hour
Class A Commercial Driver License	\$.50/Hour
Specialist License	\$.25/Hour

#### CHIEF ENGINEER'S BOILER LICENSE

Any job requiring a Chief Engineer's Boiler License shall receive no less than the pay rate set for employees who have completed two (2) years of service to the School District under the contract.

#### FIRST CLASS BOILER LICENSE

Any job requiring a First Class Boiler License shall receive no less than the pay rate set for employees who have completed one (1) year of service to the School District under the contract.

- B. Exceptional Service Pay will be paid to employees who are assigned to various work shifts. The rates of pay will be paid as per the following schedule and in accordance with the stated restrictions:

Third Shift	\$.50/Hour
Second Shift	\$.40/Hour
Work Week	\$.30/Hour
On-Call	\$30.00/Day

First Shift is defined as a work shift that begins 6:00 a.m. through 11:59 a.m.

Second Shift Differential Pay shall be paid to an employee who is assigned to a regularly scheduled work shift that begins 12:00 noon through 10:29 p.m. This pay is in addition to the employee's regular pay rate.

Third Shift Differential Pay shall be paid to an employee who is assigned to a regularly scheduled work shift that begins 10:30 p.m. through 5:59 a.m. This pay is in addition to the employee's regular pay rate.

Work Week Differential Pay will be paid to an employee assigned to a regular work schedule which includes either Saturday or Sunday or both days.

An employee will be eligible for only one (1) shift differential and shift differentials cannot be combined. Employees will be eligible to receive both a work week differential and a shift differential.

The employee shall suffer no reduction in shift differential pay if the employee is asked to work a different shift by the employer. The employee shall also suffer no reduction in shift differential pay during non-student contact days.

On-Call Differential Pay shall be paid to employees, designated by the Manager of Operations – Custodial Services, for the purpose of monitoring weather conditions in order to alert the maintenance crew for snow and ice removal.

On-Call Differential Pay shall be paid to an employee who is assigned to be on-call either on a Saturday, Sunday, or a holiday that is not within the employee's regularly scheduled work shift during the period November 1 through March 31 of each school year.

- C. In addition to their basic hourly wage, exceptional service pay will be paid to employees who have completed the following years of continuous service with the district as shown below:

Ten (10) years	\$.60
Fifteen (15) years	\$.75
Twenty (20) years	\$1.00

### SECTION 3 - SUBSTITUTE EMPLOYEE

(Effective for all persons employed on or after July 1, 1996.)

Internal substitute employees will be returned to their regular position upon the return of the incumbent employee. External substitute employees will be terminated upon the return of the incumbent employee and this action is not grievable. The external substitute employee shall not earn seniority and shall not be subject to the provisions of Section 9.5 and Section 9.6 of this agreement.

In the event that the status of a substitute employee is changed to that of a regular employee and there is no break in service, the original date the substitute employee began work in the School District in the temporary custodial position shall be the date of employment for seniority purposes. The employee's one-hundred eighty (180) calendar day probation period begins to run with the date of the status change.

A substitute employee shall enjoy the same terms and conditions of employment as a regular employee during the substitute service, except that the substitute employee shall NOT gain continued employment rights in the position, except as noted above and external substitute employees will be terminated upon the return of the incumbent employee. The external substitute employee also shall not earn seniority and shall not be subject to the provisions of Section 9.5 and Section 9.6 of this Agreement.

A regular employee who substitutes on a daily basis for another regular employee in a position in a higher pay grade classification shall be paid a stipend of \$1.75 per hour, for each hour worked in the higher classification effective on the first (1st) day of substituting. For summer vacation coverage, the substitution shall be at the option of the employer.

#### SECTION 4 - RETROACTIVE PAY AFTER SEPARATION

Employees who resign or are terminated prior to the approval by both parties of a negotiated agreement, will be entitled to retroactive pay and benefits for the fiscal year in which this agreement is approved by both parties. Employees who retire in a fiscal year prior to the fiscal year in which this agreement is approved by both parties will be entitled to retroactive pay and benefits providing the employee makes written application, by certified mail, for such retroactive pay and benefits. This written application must be made by the terminated employee to the Superintendent of Schools within thirty (30) calendar days from the date that both parties approved the agreement.

Failure to meet the restrictions set forth by these provisions constitutes the forfeiture of any rights to retroactive pay and benefits.

#### SECTION 5 – SICK LEAVE DONATION PROCEDURES

##### General Provisions:

- The Sick Leave Contribution Committee (The Committee) will administer the program. The Committee will consist of two representatives from Human Resources and two representatives from School Service Employees Local 284.
- The Committee may modify the procedures at any time as deemed necessary. The following procedures are in effect as of July 1, 2016, and will be reviewed during subsequent contract negotiations as recommended by the Committee.
- The employee must be a member of School Service Employees Local 284.
- The employee requesting contributions of sick leave must use all accumulated sick leave and personal leave before receiving sick leave contributions.
- The employee requesting contributions of sick leave is limited to ten (10) contributed days per year of service, with a lifetime maximum of thirty (30) days.
- **An employee may request sick leave contributions if one of the three following conditions exist:**
  1. **The employee has a serious illness or physical disability, the employee is absent for a minimum of ten (10) consecutive days, and the employee requests a medical leave of absence:**
    - a) The employee must apply for long term disability benefits, if the absence meets the waiting period.
    - b) The serious illness or disability requires the attention of a physician.

**2. The employee has a serious illness or disability that causes repeated periodic absences during the year:**

- a) The serious illness or disability requires the attention of a physician.
- b) The employee may request contributions of sick time, which will be credited to the employee's sick leave account as needed during a specified school year.
- c) The employee may renew the request in subsequent school years by completing another contribution request application form.

**3. An employee's immediate family member has a serious illness or disability that requires services from a healthcare provider:**

- a) An immediate family member includes a child, adult children, spouse, sibling, parent, mother/father-law, grandparent, grandchild, or step-parent, as defined in Minn. Stat. § 181.9413
- b) The serious illness or disability requires the attention of a physician.

Application Process:

- The employee requesting the contribution of sick time may obtain an application form from the Human Resources Department. The employee will complete the form and submit it to the Human Resources Department.
- An original physician's statement indicating the nature of the illness or disability and date of the anticipated recovery must accompany the application form.
- The Sick Leave Contribution Committee will review the application via email communication initiated by the Human Resources Department.
- Contributions will be made in increments of four (4) hours. Employees wishing to contribute more than four (4) hours must complete separate forms. All donors will make one contribution before further contributions are taken from those wishing to do more. Sick leave contributed will not be deducted from the donating employee until actually used.
- Once sick leave has been deducted from an employee's sick leave account for contribution to another employee, it cannot be credited back at a later date.
- Contributions submitted in excess of the current request will not be used unless or until the requesting employee's absence is extended and results in additional need for contributions for the same occurrence.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
SEIU SCHOOL SERVICE EMPLOYEES LOCAL 284 CUSTODIANS  
AND INDEPENDENT SCHOOL DISTRICT 728  
REGARDING PAYMENT FOR BOILER LICENSE TESTING**

This Memorandum of Agreement ("MOA") is entered into by and between SEIU School Service Employees Local 284 Custodians ("Union"), and Independent School District 728 ("District").

WHEREAS, The Union and the District are parties to a Master Agreement (July 1, 2023 – June 30, 2025) governing the general terms and conditions of employment for custodians employed by the District; and

WHEREAS, currently the Master Agreement does not provide for the payment of the boiler license testing by the District; and

WHEREAS, the District is interested in providing an incentive for current custodians to seek and secure a boiler's license which would allow them to qualify for additional stipend pay according to the Master Agreement.

NOW, THEREFORE, the parties have agreed to the following:

1. Effective with the full execution of this MOA and the end of the current Master Agreement, June 30, 2025, the District agrees to reimburse the custodians the boiler's exam application fee up to the current published rate of \$50.00 for all initial exam type and \$40.00 for renewals, upon the custodian providing documentation of the paid fee, and documentation showing they physically sat for the exam.
2. If the Custodian leaves the District's employment within one (1) year of sitting for the exam and receiving the reimbursement. The custodian will be required to reimburse the District for the fee prior to their final date of employment.
3. This reimbursement will be provided for those custodians who are receiving the next level of their licensure as determined by the Minnesota Department of Labor and Industry.
4. In the event the custodian fails the initial exam, the District will reimburse for one additional attempt to pass the exam.

**No Precedent or Past Practice.** Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any existing precedent or practice arising out of or relating to any collective bargaining agreement between the District and the Union. No party may refer to this MOA or submit it in any proceeding or case as evidence of a precedent or practice.

**Equal Drafting.** In the event any party asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by the parties.

**Entire MOA.** This MOA constitutes the entire Agreement between the parties relating to the subject matter described in this document. No party has relied on any statements, promises, or

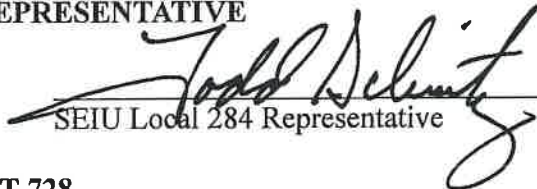
representations that are not set forth in this document or the Master Agreement. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

*By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.*

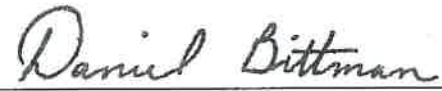
**AUTHORIZED SEIU LOCAL 284 REPRESENTATIVE**

Date: 8/22/24

  
SEIU Local 284 Representative

**INDEPENDENT SCHOOL DISTRICT 728**

Date: 8/28/24

  
Superintendent

Date: 8/28/24

  
Executive Director of Human Resources