



LABOR AGREEMENT

BETWEEN

RUSH CITY INDEPENDENT SCHOOL DISTRICT 139

AND

MINNESOTA TEAMSTERS PUBLIC &

LAW ENFORCEMENT EMPLOYEES UNION, LOCAL #320

Maintenance and Custodial Workers

2023-25

ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into between the Rush City Independent School District No. 139, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes, concerning interpretation and application of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE II. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all custodial employees of the Employer.
- 2.2 All employees in the above category are members of the appropriate unit except the following: employees whose service in the above position does not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the work temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, emergency employees, supervisory employees, and essential employees.
- 2.3 In the event the Employer and the Union are unable to agree as to the inclusion or the exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. MANAGEMENT RIGHTS

- 3.1 It is recognized that the management of the department and the direction of its work force is vested in the Employer.

ARTICLE IV. UNION SECURITY

- 4.1 The Union may designate employees from the bargaining unit to act as a Steward and an alternate and shall inform the Employer, in writing, of such choice.
- 4.2 The Employer shall deduct from the wages of the employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. The Employer shall remit the collected dues to the Union monthly.
- 4.3 The Employer shall make the space available on employee bulletin boards for the posting of Union notices and/or announcements.
- 4.4 The Employer shall share a master seniority list once each year in October.
- 4.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under provisions of this Article.

ARTICLE V. DEFINITIONS

- 5.1. Union: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320
- 5.2 Union Members: A member of Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320
- 5.3 Employee: A member of the exclusively recognized bargaining unit.
- 5.4 Employer: Independent School District No. 139, Rush City, Minnesota.
- 5.5 Superintendent: Superintendent of Independent School District No. 139.

- 5.6 Work Year: The work year for regular full time employees shall be twelve (12) months, including paid vacations, paid sick leave, and paid holidays, and shall correspond to the school district's fiscal year of July 1st to the following June 30th. The school district may determine a shorter work year for some positions.
- 5.7 Work Week: The regular work week for regular full-time employees shall consist of 40 hours worked (including rest periods) exclusive of lunch periods and sick time. District holidays and approved vacation time will count as hours worked. Work week is defined as Sunday through Saturday.
- Lunch Period: Employees shall be provided a duty free lunch period (unpaid) of at least 30 minutes.
- 5.8 Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefit, and the employer's personnel policies affecting the working conditions of the employees.
- 5.9 Scope of Work: In order that work may be accomplished effectively, different shifts and at times, broken shifts, may be necessary. The Superintendent of Schools or designee, is responsible for arranging the hours of work for each person and to arrange vacation times. The interest of the employee should always be considered, but all arrangements must be designed to accomplish the major purpose of getting the work done and completed on schedule per the District business needs.
- 5.10 Seniority: Seniority shall be the length of service with the school district. Seniority shall start effective with the initial date of regular employment as approved by the Board of Education. The seniority list shall contain all employees in the bargaining unit that have completed the probationary period in Article XII, Section 1. The Employer shall update and share the seniority list in October of each calendar year. Upon completion of the above, probationary period employees shall be added to the master list effective retroactive to their initial employment.
- 5.11 Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE VI. SALARY AND BENEFITS

- 6.1 Salary Schedule (Hourly): See attached Salary Schedules.

- 6.2 Benefits: Part-time custodians covered by this Agreement, who work at least 20 hours per week, shall receive pro-rated benefits (based on a 2080 hour work year).

Health Insurance: July 1, 2023 – June 30, 2025: For each full-time employee, the School District shall contribute up to \$9,300 per year toward premiums for individual coverage or \$10,300 for family coverage in the District health insurance plan.

Employees are eligible to participate in health insurance the first of the month following 30 calendar days of employment.

Health Reimbursement/Health Savings Account (HSA): For each custodian enrolled in a District health Insurance plan per Article VI 6.2, the Employer will make an annual contribution into an individual HRA or Health Savings Account (HSA) account. The amount of the contribution will be based on an employee's individual plan selection as follows: The annual Employer contribution shall be (1) \$500 for a full-time employee enrolled in the lowest deductible plan; (2) \$1000 for single plan or \$1300 for family plan enrolled in the mid-level deductible plan, and (3) \$1,750 first year, \$1,400 each year following for single plan or \$2,300 first year, \$1,900 thereafter for family plan enrolled in the high deductible HSA Plan. Part-time employees, who work at least 20 hours per week, shall receive pro-rated HRA or HSA contribution (based on a 2080 hour work year).

Disability Insurance: The District will reimburse employees (covered by this bargaining agreement) the premium cost up to .0028/\$1,000.00 salary at the end of each fiscal year.

Vacation: After 120 days of employment a custodian is eligible for 5 days of vacation. At the beginning of the second year of service a custodian is eligible for ten days of paid vacation and at the beginning of the third year of service a custodian is eligible for fourteen days of paid vacation. Beginning with the fourth year of service a

custodian earns one additional day of paid vacation per year of service, not to exceed twenty (20) days. After 20 years of service a custodian is eligible for 25 days of vacation per year. Part-time employees, shall receive pro-rated vacation time (based on a 2080 hour work year).

Custodians employed as of July 1, 2019 will have an additional 3 days of vacation added into their vacation annual allotment in addition to the annual allotment described above. The maximum number of days a custodian employed as of July 1, 2019 is eligible to accrue before completing 20 years of service pursuant to the process described above is 23 days of vacation. Custodians employed as of July 1, 2019 are eligible for 28 days of vacation after completing 20 years of service. .

A maximum of one employee covered by this contract may be on vacation at any given time, except by the approval of the direct supervisor or superintendent.

A custodian may carry a maximum of five unused vacation days into the next fiscal year, but those days must be used by September 1 of that year or be forfeited by the custodian. Vacation shall be allocated into custodians' vacation accounts on July 1 each fiscal year based on years of service, as described above. Vacation allocated for the current fiscal year is not earned in the prior fiscal year. The vacation allocated into the custodians' accounts on July 1 is then accrued and earned during the fiscal year based on hours worked during the work year (Article V, 5.6).

Upon termination of employment, a custodian shall be entitled to payment for any unused vacation days carried-over from the prior fiscal year, which have not been forfeited, or unused vacation days earned in the current fiscal year based on hours worked. If vacation time has been used, but not earned, the unearned hours will be deducted from the custodians' final paycheck. If the final paycheck is insufficient to cover the unearned time, it will be the responsibility of the employee to reimburse the District within 30 days.

Paid Holidays: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Day, President's Day, Martin Luther King, Good Friday, Memorial Day, and Juneteenth.

Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Uniforms: The District shall provide five shirts, selected by supervisor, for each employee every other year of employment, at District expense. In addition to the shirts, custodians shall be entitled to \$350 reimbursement during the 2023-2024 contract year and \$400 reimbursement during 2024-2025 contract year for uniforms needed for the position. Proof of purchase must be submitted to the District Office for approval and reimbursement.

ARTICLE VII. LEAVES OF ABSENCE

- 7.1 Eligibility: Full leave benefits as defined in this Article shall apply only to regular full-time employees who work at least 40 hours per week (2080 hours/year) on a regular basis and shall not apply to substitute or temporary employees. Part-time employees covered by this Agreement, who work at least 20 hours per week, shall receive pro-rated benefits (based on a 2080 hour work year).
- 7.2 Sick Leave: Sick leave refers to absence due to illness of an employee of the School District, subject to a limitation of fifteen (15) days per school year, accumulative to one hundred (100) days over a period of years. Sick leave records are to be kept in the Superintendent's office.

The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

An employee may use sick leave benefits for absences due to an illness or injury of the employee's minor child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness.

Consistent with MS 181.9413, an employee may use sick leave benefits for absences due to illness or injury of their adult children, spouses, siblings, parents, mother-in-law, father-in-law, grandchild, grandparents, stepparents, and other individuals living with the employee for such reasonable periods as the employee's attendance may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.

Benefits described in this subdivision are governed by state statute and they will be modified to remain consistent with state statute. Therefore, these benefits will increase or decrease if modifications to the statute occur. "Other individuals living with the employee" is noted as an exception to the statute and will remain a benefit.

If a substitute is used for a custodian who is absent for a reason not covered under sick leave provisions, he should be paid at the regularly established rate for the work done and the bill should be presented by the substitute, to the school board for payment. A deduction in the correct amount (proportion of days missed) will then be made from the next payroll check of the regular employee.

- 7.3 Voluntary Sick Leave Donation: Employees may, on a voluntary basis, donate a maximum of three (3) days of their accumulated sick leave per school year to another employee who has exhausted his/her accumulated sick leave pursuant to the following conditions:

- (1) An employee must be employed one calendar year to be eligible to receive a sick leave donation.
- (2) Employees must use all of their existing leave balances (sick and personal) before they can access donated days.
- (3) Full-time employees may receive a maximum of thirty (30) donated days in a fiscal year. Part-time employees may receive a pro-rated number of sick leave days based on the percentage of employment. In the event that long-term disability insurance benefits may be utilized due to catastrophic illness, the employee may be granted the specific number of days required to reach the long-term disability benefit.
- (4) Employees may only donate time from their sick leave balance.
- (5) All donations must be made in full-day increments.
- (6) Once donated time has been transferred to the recipient's sick leave balance, the donor has no rights to that time for any reason.
- (7) The decision to donate sick leave is completely voluntary.
- (8) Requests to use donated days that are approved by the employee group will be submitted to the School District office in writing enumerating the following: 1) The employee(s) donating days; 2) The employee receiving donated days, and 3) The number of days donated and used.

- 7.4 Compassion Leave: An employee may be allowed up to 3 days per occurrence with full pay and benefits due to the death of an employee's grandfather, grandfather-in-law, grandmother, grandmother-in-law, brother-in-law, sister-in-law, aunt, uncle, nephew or niece, with such absences deducted from sick leave.

An employee may be allowed up to 5 days, per occurrence, with full pay and benefits, due to the death or serious illness of an employee's spouse, child, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent, sibling, grandchild, stepfather, stepmother, stepchildren, or members of the immediate household, with such absences deducted from sick leave.

Serious Illness means an illness, injury, impairment, or physical condition that a licensed physician certifies as terminal or life-threatening. Serious illness incapacitates an individual and is characterized by chronic/episodic conditions (e.g. heart attacks, epilepsy), permanent/long-term conditions (e.g. Alzheimer's, terminal cancer), or multiple treatments for life-threatening conditions (e.g. chemotherapy, dialysis).

Immediate household or immediate family means the employee, the employee's spouse and dependent children, or other individuals living with the employee. Dependent child is based on IRS regulations.

- 7.5 Child Care Leave: An employee may utilize sick leave during the period of physical disability resulting from the

employee's pregnancy.

A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a natural or adopted infant child, provided such parent is caring for the child on a full-time basis. An employee shall not be eligible for sick leave, pay, or fringe benefits during a childcare leave.

An employee making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to-

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for childcare leave.

An employee returning from child care leave shall be re-employed in a position for which qualified unless previously discharged or placed on un-requested leave.

Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

- 7.6 Medical Leave: An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

- 7.7 Jury Duty Leave: A leave of absence for jury duty shall be granted to employees in accordance with Minnesota State statute. The employee shall be paid the difference between the employee's daily rate of pay and the statutory allowance for jury duty or the employee may assign their jury duty check to the District and receive full District compensation. The employee shall be allowed to retain the mileage and expense allowance.
- 7.8 Workers Compensation: Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.
- 7.9 Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 7.8, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 7.2, Sick Leave, or supplemented by sick leave pursuant to Section 7.10, Workers' Compensation hereof, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.
- 7.110 Experience Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

ARTICLE VIII. OVERTIME PAY

- 8.1 Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay per hour over forty (40) hours per work week as define in Article V, 5.7, or through mutual agreement of both parties.

- 8.2 Building Checks: Employees shall receive a minimum of two (2) hours compensation at one and one-half (1.5) times their regular rate of pay for building checks on Saturdays, Sundays and Holidays during the boiler operation season. These hours are subject to the overtime compensation agreement.
- 8.3 Call Back: An employee called back to work due to an emergency or other unscheduled purpose shall receive a minimum of two (2) hours pay at one and one-half (1.5) times their regular rate of pay. Scheduled building/boiler checks do not qualify for call back pay.
- 8.4 Emergency/Security: calls that employee tends to from their home on district provided equipment shall be paid a minimum of 1 hour of pay at one and one-half (1.5) times their regular rate of pay for responding to these calls.
- 8.5 All overtime must be approved by the superintendent or his/her designee.

ARTICLE IX. GRIEVANCE PROCEDURE

- 9.1 Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.
- 9.2 Representative: The union, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.
- 9.3 Definitions and Interpretations:
Extension: Time limits specified in this Agreement may be extended by mutual agreement.
- Days: Reference to days regarding time periods in this procedure shall refer to working days, unless otherwise specified. A working day is defined as all week days not designated as holidays by state law.
- Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
- 9.4 Time limitation and waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within fifteen days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.
- 9.5 Resolution of Grievance: The School District and the employee shall attempt to resolve all grievances which may arise during the course of employment in the following manner:

Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after the receipt of the decision in Level

II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. The School Board may designate a representative or committee to hear the appeal and report the findings and recommendations to the School Board. The School Board shall then render its decision.

- 9.6 Denial of a grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.
- 9.7 Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.
- 9.8 Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Request: 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 within ten days following the decision in Level III of the grievance procedure.

Prior Procedure Required: No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within sixty calendar 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 the commissioner to appoint an arbitrator, pursuant to the PELRA, providing such request is made within twenty days after request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the commissioner within the time provided herein shall constitute a waiver of the grievance.

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

Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing 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.

Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to 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 of 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 considering any issue in dispute, the arbitrator's order shall give due

consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

- 9.9 Election of remedies and waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE X. DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:

- a) oral reprimand;
- b) written reprimand;
- c) suspension without pay; or
- d) discharge.

Both the Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

- 10.2 Suspensions and discharges will be in written form.

- 10.3 Written reprimands, notices of suspension, and notices of discharge to become part of an employee's personnel file shall be presented in the presence of a Union steward or business agent and acknowledged by signature of either the employee, steward, or business agent. The disciplined employee and the Union will receive a copy of such reprimands and/or notices.

- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer. Permission must be secured from the supervisor if this would occur during work time.

- 10.5 Employees will not be questioned concerning an investigation of disciplinary action involving suspension or discharge unless the employee has been given an opportunity to have a Union representative present at such questioning.

- 10.6 Grievance relating to suspension or discharge shall be initiated by the Union in Step 2 of the grievance procedure under Article IX. Any employee found to be unjustly suspended or discharged shall be reinstated and suffer no financial loss.

ARTICLE XI. VACANCIES

- 11.1 Vacant positions, within the scope of this bargaining agreement, shall be posted for a minimum of 5 business days, per the Districts employment posting procedures. Bargaining unit members interested in applying for a posted vacancy shall indicate this in writing, per instructions of the employment posting. Candidate selection preference shall be based on job relevant qualifications. In the event all relevant qualifications are equal, seniority shall prevail.

- 11.2 Employees to be laid off shall receive a written notice at least 14 days in advance of the employee's last date of employment.

- 11.3 Recall from layoff shall occur in inverse order of layoff. If an employee does not return to work upon recall (within eleven (11) working days after formal notification by the employer), as directed by the employer, or on an extended date mutually acceptable to both parties, he/she shall automatically have terminated employment. Seniority and recall rights shall terminate upon resignation or termination of an employee pursuant to this agreement or after twelve (12) consecutive calendar months of layoff.

ARTICLE XII. PROBATIONARY PERIOD

12.1 All newly hired employees shall be required to serve a period of job probation. Additionally, any employee moving to a different position likewise shall be subject to a new probationary period. Probationary periods shall be for one hundred twenty (120) working days, in which employee works their regularly scheduled hours/day.

ARTICLE XIII. SAVINGS CLAUSE

13.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the Rush City School District. In the event any provisions of the Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken with the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision may be re-negotiated at the request of either party.

ARTICLE XIV. OTHER BENEFITS

14.1 All other benefits currently enjoyed by the employees shall be maintained.

ARTICLE XV. DURATION

15.1 This Agreement shall be effective as of the first day of July 2023 and remain in full force and effect until the thirtieth day of June 2025 and shall continue in effect from year to year, thereafter, unless written notice of a desire to change or modify this contract is given by either party, prior to April 30, 2025 or in any year thereafter.

INDEPENDENT SCHOOL DISTRICT
NO. 139

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION,
LOCAL NO. 320

Mark K. [Signature] 4/18/24
CHAIR DATE

Kristin Papke 4/18/24
CLERK DATE

[Signature] 4-23-24
LOCAL REPRESENTATIVE DATE

[Signature] 4-19-24
EMPLOYEE REPRESENTATIVE DATE

Rush City School District #0139

2023-24 and 2024-25 Salary Schedule Maintenance and Custodial II Employees

2023-2024		
Step	Maintenance Custodian	Custodian II
1	\$18.19	\$15.46
2	\$18.61	\$15.84
3	\$19.03	\$16.22
4	\$19.45	\$16.60
5	\$19.87	\$16.99
6	\$20.29	\$17.38
7	\$20.73	\$17.77
8	\$21.17	\$18.16
9	\$21.61	\$18.55
10	\$22.05	\$18.94
11	\$22.49	\$19.33
12	\$22.94	\$19.72
13	\$23.39	\$20.11
14	\$23.84	\$20.51
15	\$24.29	\$20.91
16	\$24.74	\$21.32
17	\$25.19	\$21.71
18	\$25.64	\$22.11

2024-2025		
Step	Maintenance Custodian	Custodian II
1	\$18.84	\$16.11
2	\$19.26	\$16.49
3	\$19.68	\$16.87
4	\$20.10	\$17.25
5	\$20.52	\$17.64
6	\$20.94	\$18.03
7	\$21.38	\$18.42
8	\$21.82	\$18.81
9	\$22.26	\$19.20
10	\$22.70	\$19.59
11	\$23.14	\$19.98
12	\$23.59	\$20.37
13	\$24.04	\$20.76
14	\$24.49	\$21.16
15	\$24.94	\$21.56
16	\$25.39	\$21.97
17	\$25.84	\$22.36
18	\$26.29	\$22.76

The District reserves the right to place any employee at any step for job entry.

ADDITIONAL PAY

1. First or Second Class Boiler License

- A. Maintenance Custodian assigned to the Elementary School where 1st or 2nd class boilers license is required for normal routine. \$100 per month
- B. Maintenance Custodian with 1st or 2nd class boilers license, if required by District, who serves as a back up to the Elementary School maintenance custodian \$55 per month

2. 2nd shift employees shall receive a shift differential of thirty-five (\$.35) per hour starting July 1, 2022. All hours worked on Saturday or Sunday for extra curricular activities shall be paid at one and one half (1 1/2) time hourly pay.

3. Custodial Substitute Compensation: If the District assigns a currently employed Custodian II in a substitute capacity for a Maintenance Custodian, then the Custodian II will be compensated at the same hourly rate of pay as the Maintenance Custodian for whom the substitution is being made.

**MEMORANDUM OF AGREEMENT
REGARDING EARNED SICK AND SAFE LEAVE**

This Memorandum of Agreement ("Agreement") is entered into by and between the Minnesota Teamsters Public & Law Enforcement Employees Union, Local 320 ("Union") and Independent School District No. 139, Rush City ("District").

WHEREAS, the District and the Union are parties to a collective bargaining agreement ("CBA") governing the terms and conditions of employment for maintenance and custodial employees;

WHEREAS, the parties wish to execute this Agreement to address Minnesota's new earned sick and safe time ("ESST") requirements in lieu of adding new language to the CBA until there has been more time for the parties to fully evaluate all of the potential impacts of Minnesota's new ESST requirements.

NOW, THEREFORE, the parties agree as follows:

1. **Earned Sick and Safe Leave Required by Law.** The parties agree that Article VII, Sections 7.1 and 7.2 of the CBA provides more sick leave than the minimum amount of ESST required by law. In order to address compliance with the new ESST requirements, a portion of the sick leave days provided to employees at the beginning of the 2023-2024 school year and all future school years during the term of this Agreement will be considered advanced ESST that is earned over the course of the school year as follows:
 - a. For full-time employees, six (6) days of the sick leave provided to employees at the beginning of the school year will be designated as ESST days and considered advanced by the District at the beginning of each school year starting with the 2023-2024 school year.
 - b. For part-time employees, the District will prorate the six (6) days of ESST designated leave based on the employee's FTE status as necessary to ensure the employee is receiving at least one (1) hour of advanced ESST time for every thirty (30) hours the employee is expected to work during the school year. If a part-time employee accepts a position with increased hours over the course of the school year, the District will adjust the prorated ESST-designated leave and advance additional ESST time to the extent necessary to ensure the employee will earn the minimum amount of ESST time required by law.


- c. ESST-designated days provided pursuant to this Agreement may be used for any ESST-qualifying reason outlined in Minnesota Statutes section 181.9447.
 - d. For both full-time and part-time employees, the ESST-designated sick leave days will be considered advanced by the District at the beginning of the school year and actually earned over the course of the school year.
 - e. The year the District uses to measure ESST compliance will run from July 1 to June 30.
 - f. An employee who separates from employment prior to the end of the school year will be required to pay back any used, but unearned ESST-designated leave. The District may recover the amount owed by the employee through payroll deduction.
 - g. Temporary or seasonal employees who are in the bargaining unit and not covered by Sections 7.1 and 7.2 of the CBA will receive one (1) hour of ESST-designated leave for every thirty (30) hours worked, up to a maximum accumulation of forty eight (48) hours in one year. Temporary or seasonal employees may carry over unused ESST-designated sick leave to a maximum accumulation of eighty (80) hours. Temporary or seasonal employees may carry over unused ESST-designated sick leave to a maximum accumulation of eighty (80) hours.
 - h. Unused ESST will not be paid out upon separation from employment.
 - i. In the event Minnesota law is changed such that providing statutory ESST is no longer mandatory for school districts, the District will cease designating sick leave days as ESST-eligible leave and employee will only be allowed to use sick leave for the purposes stated in the CBA.
2. **Use of Non-ESST Sick Leave.** An employee may only use sick leave that is not designated as ESST time under Paragraph 1 for absences related to (1) the employee's illness, medical condition, or need to seek medical treatment or preventative care or (2) instances in which the employee's absence is required due to an illness or injury to the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparents, stepparents, or other individual living with the employee. An employee may choose to utilize non-ESST sick or ESST-designated sick leave for absences that qualify for use of both types of leave, such as the employee's illness.

3. **No Additional Paid Leave.** The parties agree that this Agreement does not provide additional paid sick leave beyond what is already set forth in the CBA. Rather, this Agreement is intended to address how the District will designate sick leave already provided under the CBA as ESST in order to meet new statutory requirements that were not in effect when the parties initial negotiated sick leave language in the CBA.
4. **Accumulation.** The maximum sick leave accumulation for employees will continue to be one hundred (100) combined days of both ESST and non-ESST designated sick leave. ESST-designated sick leave provided pursuant to Paragraph 1 above will not exceed forty eight (48) hours in a single year. An employee may carry over up to eighty (80) hours of unused ESST days from one year to the next. An employee may accumulate up to one hundred twenty eight (128) hours of ESST-designated leave within the same year, except as noted in Paragraph 1.g. for temporary or seasonal employees who are in the bargaining unit. Unused days that exceed the eighty-hour carry over maximum will be added to the employee's non-ESST designated sick leave balance, subject to the maximum accumulation of one hundred (100) days, which is inclusive of both ESST and non-ESST designated sick leave.
5. **Impact on CBA.** This Agreement will govern the use of sick leave while it remains in effect and will supersede any conflicting language in the CBA regarding the accrual and use of sick leave.
6. **Duration.** This Agreement will remain in effect until a successor agreement to the 2023-2025 CBA is executed by both parties. This Agreement will automatically sunset when the successor CBA is executed. The parties will revisit ESST compliance issues when the successor to the 2023-2025 CBA is negotiated.

[SIGNATURE PAGE FOLLOWS]

TEAMSTERS LOCAL 320

Date: 4-19-24

by 
Authorized Representative

INDEPENDENT SCHOOL DISTRICT NO. 139

Date: April 18, 2024

by 
School Board Chair

Date: April 18, 2024

by 
School Board Clerk