

AGREEMENT

between

**Service Employees International Union Local 284
Custodial/Maintenance Employees**

and

Independent School District No. 110, Waconia

Effective July 1, 2023 through June 30, 2025

Ratified by the ISD 110 Custodial/Maintenance Employees _____.

Approved by the ISD 110 School Board _____.

**DISTRICT 110 AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284
MASTER AGREEMENT**

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ARTICLE I PURPOSE

Section 1. Parties - This agreement, entered into between the school board of Independent School District No. 110, hereinafter referred to as the School District, and Service Employees International Union Local 284, hereinafter referred to as the exclusive representative, pursuant to the Public Employment Labor Relations Act, hereinafter referred to as PELRA, to provide the terms and conditions of employment for custodians, groundskeepers and maintenance employees during the duration of this agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1. Recognition - In accordance with PELRA, the School District recognizes Service Employees International Union Local 284 as the exclusive representative for custodians, groundskeepers and maintenance employees employed by the school board of Independent School District No. 110, which exclusive representative shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this agreement.

Section 2. Appropriate Unit - The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this agreement, and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment - The terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of contribution to premiums for group insurance covered for retired employees or severance pay and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit - For purposes of this agreement, the term custodians, groundskeepers and maintenance employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Other Terms - Terms not defined in this agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights - The exclusive representative recognizes that the School District 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.

Section 2. Management Responsibilities - The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District

within its legal limitations and with its primary obligations to provide educational opportunity for the students of the School District.

Section 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 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 District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, and orders by the School District are not inconsistent with the terms of this agreement and recognizes that the School District, all employees covered by this agreement, and all provisions 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.

Section 4. Reservation of Managerial Rights - The foregoing enumeration of 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 District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views - Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or his 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 designed 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.

Section 2. Right to Join - 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 employees of such unit with the School District.

Section 3. Request for Dues Check Off and Political Action Fund Checkoff - Employees shall have the right to request and be allowed check off for the Union and for the political action fund associated with the Union and registered pursuant to Minn.Stat. §10A. 12 provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to PELRA. Upon receipt of notice from the Union that an employee has signed an authorization to deduct Union dues and/or political action fund contribution, the School District will deduct from the employee's paycheck the dues and/or political action fund contribution that the employee has agreed to pay to the Union during the period provided in said authorization. The School District shall continue such deductions until notified by the exclusive representative to cease. Deductions shall be made each month and deductions so made shall be transmitted to the Union together with a list of names of the employees from whom deductions were made. The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims,

damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the request for dues and/or political action fund checkoff.

ARTICLE VI COMPENSATION

Section 1. Rates of Pay

Subd. 1 - The wages and salaries reflected in Schedules A and B, attached hereto, shall be a part of the agreement for the period commencing July 1, 2023 to June 30, 2025.

Subd. 2 - A salary increase is not automatic and is effective only upon affirmative action of the School District. The School District reserves the right to withhold a salary increase in individual cases as the School District shall determine. This shall not be done without thirty (30) days written notice before July 1 to the union and the employee.

Subd. 3 - For purposes of salary/wage advancement, the anniversary date for each employee will be July 1. Employees hired between July 1 and December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired after January 1 will not be considered employed one year until after the second July 1 following their employment date.

Subd. 4 - All new employees will have a job review in the first six months of employment. Beginning July 1, 2016, new employees hired at Step 1 may be advanced on the salary schedule to Step 2 after six months, pending a positive review.

Subd. 5 - All beginning Custodial Cleaner personnel will be hired to perform basic cleaning duties as assigned by the supervisor and administration. Upon request by the employee and agreement between the supervisor, administration and employee, that custodian may advance to the Custodial Maintenance schedule should his/her duties warrant. When such placement is authorized, the custodian will be placed on the appropriate step of the Custodial Maintenance schedule according to length of service in the district and amount of experience in light maintenance duties, and may not necessarily be placed on the same step as he/she was on the Custodial Cleaner schedule.

Subd. 6. During the school year, any Custodial Cleaner assigned by the Director of Buildings and Grounds to fill in at a higher classification for at least ten (10) consecutive student days shall be paid at the equivalent step for the higher classification.

Subd. 7. In the event a successor agreement is not entered into prior to the expiration of this agreement, an employee shall be compensated according to his or her current rate until a successor agreement is executed.

Section 2. Overtime - Each employee shall be paid one and one-half times their basic hourly rate for each hour worked in excess of forty (40) hours on paid status in a calendar week. Basic hourly rate is the actual rate paid for non-overtime hours during the same pay period, which includes second shift differential. Each employee shall also be paid one and one-half times for each hour worked in excess of

forty (40) hours on paid status in a calendar week for night lead, snow removal, boiler license, and pesticide applicator certification compensation. Upon prior approval by the Director of Buildings and Grounds, full-time employees may request use of compensatory time in lieu of overtime pay up to a maximum of forty and one-half (40.5) hours of compensatory time resulting from twenty-seven (27) hours of overtime worked. Part-time employees may request use of compensatory time in lieu of overtime pay up to a maximum number that is equal to their regularly scheduled weekly hours. Any employee who has accrued compensatory time must use that compensatory time before the end of the fiscal year (June 30) or be paid for the accrued time. Overtime shall be paid or compensatory time accumulated for each hour worked in excess of forty (40) hours on paid status in a calendar week, for which overtime has not been paid on any other basis.

Section 3. Second Shift Differential - Custodial Cleaners shall receive a second shift (shift extends beyond 6:00 PM regardless of starting time) differential as follows:

Effective 7/1/2023

Steps 1 – 2	\$1.55 per hour
Steps 3 – 4	\$1.80 per hour
Steps 5 – 8	\$2.05 per hour
Steps 9 – 10	\$2.55 per hour
Step 11+	\$2.95 per hour

Custodial Cleaners regularly assigned to a second shift will be paid the second shift differential for daily hours throughout the year.

Section 4. Boiler License Compensation - Employees holding boiler licenses shall be compensated for said license in addition to the basic wage rate. Boiler License compensation per hour override:

Special License	\$0.25
2nd Class License	\$0.40
1st Class License	\$0.60
Chief License	\$0.70

Proof of initial registration and biannual renewal of boilers’ licenses in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.

Section 5. Registered Unlicensed Electrician Compensation - A Custodial/Maintenance employee for whom the School District has required registration as an unlicensed electrician will receive an additional \$0.30 per hour in addition to his/her basic hourly wage. Proof of annual registration in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.

Section 6. Pesticide Applicator Certification Compensation – An employee for whom the School District has required certification as a pesticide applicator will receive an additional \$0.30 per hour in addition to his/her basic hourly wage. Proof of annual recertification in the form of an updated certification card issued by the Minnesota Department of Agriculture will be required to receive the additional compensation.

Section 7. Night Lead Custodian Compensation – Elementary Night Lead Custodians shall receive an additional \$115.00 per month. Middle School Night Lead Custodians shall receive an additional \$125.00 per month. High School Night Lead Custodians shall receive an additional \$150.00 per month.

Section 8. Snow Removal Compensation - The Groundskeeper shall receive an additional \$50.00 per month for district-wide snow removal.

Section 9. Late Night Special Event Compensation - Employees required to work past 11:00 PM for special events not supported by District funds (e.g., fundraisers, after-prom parties) will be paid an additional \$0.80 per hour for that shift, plus overtime if applicable.

Section 10. Saturday/Sunday Compensation - All work performed on a Saturday or Sunday will be paid at the rate of time and one-half. These provisions shall be in effect regardless of an employee’s total weekly hours, unless the employee is specifically employed to work on a scheduled shift that includes Saturday and/or Sunday.

Section 11. Holiday Compensation - An employee who performs building checks or other duties on a holiday or the employee’s observed holiday (according to this Agreement) shall be paid two times the employee’s regular rate of pay for the work performed on the holiday or the observed holiday, in addition to the employee’s holiday pay. This provision will be in effect unless a holiday or the employee’s observed holiday is a student day. If a holiday falls on a student day, then an alternate holiday may be scheduled by the employee with approval from the Director of Buildings and Grounds. An employee will not be paid two times the employee’s regular rate of pay for work performed on a student day.

Section 12. Longevity - Employees will receive \$200.00 per year after fifteen (15) years of continuous service, \$400.00 per year after twenty (20) years of continuous service and \$600.00 per year after twenty-five (25) years of continuous service.

Section 13. Mileage - Use of an employee vehicle for travel authorized by the Director of Buildings and Grounds or designee shall be reimbursed at the District rate per mile.

Section 14. Wellness Bonus - Full-time employees will receive an annual wellness bonus as follows if:

No more than eight (8) hours of sick leave used:	\$300.00
No more than sixteen (16) hours of sick leave used:	\$200.00
No more than twenty-four (24) hours of sick leave used:	\$100.00

Employees may apply unused vacation and/or personal days for sick leave days used during the year to qualify for the wellness bonus. Wellness bonuses earned at the end of a fiscal year will be paid on the July 31 pay date of the new fiscal year. Approved bereavement leave will not be considered an absence for the purposes of this section.

Part-time personnel shall receive a prorated wellness bonus based on the percentage of full-time hours worked.

Section 15. Uniforms - The School District will furnish 4 uniforms for each new employee and three (3) sets (shirts and pants) or combination thereof per year per employee for uniforms thereafter. The School

District may provide other work related items such as insulated coveralls or jackets upon employee request.

Section 16. Cellular Telephones – Employees required by the School District to carry a personal cellular telephone for work purposes shall receive up to \$50.00 per month. To receive payment pursuant to this section, an employee must provide his/her personal cellular telephone number and a copy of his/her most current access plan charges to the School District’s business office to confirm they have a personal cellular telephone for these purposes. Employees receiving payment under this section must timely respond to work-related telephone calls made to their personal cellular telephone during working hours.

Section 17. Retroactive Pay - Retroactive pay pursuant to the provisions of this Agreement shall be made to all employees who are employed as of the date of execution of this Agreement by the parties. Employees who have terminated employment prior to the date of execution of this Agreement shall not be entitled to any payments pursuant to this Agreement.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier - The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Group Insurance

Subd. 1. Health and Hospitalization (Full-time) - According to the following schedule, the School District will contribute a monthly sum, not to exceed the listed amounts toward the cost of the premium for the current district medical/hospitalization plan for each full time custodian employed by the School District who qualifies for and is enrolled in the group medical/hospitalization plan. The cost of the premium not contributed by the school board shall be borne by the employee and paid by payroll deduction.

Monthly District Contribution:

<u>Effective Date</u>	<u>Amount</u>
July 1, 2024	Single Policy \$843.84
	2-Party Policy \$1,304.50
	Family Policy \$1,624.58

School District monthly insurance contributions reflect the amounts provided in the Waconia Education Association’s 2023-2025 collective bargaining agreement.

Subd. 2. Health and Hospitalization (Part-time) - A custodian scheduled an average of at least four hours per day but less than full time shall be eligible for a pro rata contribution based on the custodian’s work schedule. The amount of the district’s contribution will be determined by dividing the employee’s number of daily hours by eight, and then applying the resulting decimal to the amount listed in subd. 1 for full-time employees. The cost of the premium not contributed by the school board shall be borne by the employee and paid by payroll deduction.

Subd. 3. Income Protection - The school board shall contribute the premium cost for coverage for each custodian employed by the School District who works at least four (4) hours per day and who is enrolled in the group plan.

Subd. 4. Dental - Any district contribution amount as listed above that is not used toward the purchase of the health insurance plan for which the employee is eligible may be used toward the purchase of a dental insurance plan through the School District. Any cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 5. Term Life Insurance - The School District shall provide a \$50,000 term life insurance policy for each custodian employed by the School District who works eight (8) hours per day. The district shall provide a \$30,000 term life insurance policy for each custodian employed by the district who works at least four (4) hours per day, but less than eight (8) hours per day.

Subd. 6. Optional Insurance Plan - The parties agree to offer an additional High Deductible Insurance Plan for single, single plus one, and family health insurance coverage. Employees selecting this option will have a contribution made to a VEBA Trust. The School District contribution towards the VEBA Trust and premium will not exceed the amounts listed in Section 2, Subdivision 1 of this Article.

Section 3. Duration of Insurance Contribution - An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease effective on the last paid working day. Employees shall be permitted to continue health and hospitalization insurance coverage upon termination of employment only as provided by law.

Full-time employees who retire after completing at least fifteen (15) years of continuous service with the School District and who are at least sixty-two (62) years of age shall be eligible for School District contribution of \$155.00 per month toward the district's existing group health and hospitalization insurance program up to the age of Medicare eligibility. It is the responsibility of the employee to make arrangements to pay to the School District the monthly premiums in advance and on such date as determined by the School District.

ARTICLE VIII HOLIDAYS, VACATION, LEAVES OF ABSENCE

Section 1. Holidays – Twelve (12) holidays will be observed annually to coincide with the school calendar.

Subd. 1 - The following days will be observed as holidays during the 2023-2024 contract year:

New Year's Eve Day	Christmas Eve Day
New Year's Day	Christmas Day
Martin Luther King Jr. Day	Independence Day
Presidents' Day	Labor Day
Good Friday or Monday after Easter	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day

The following days will be observed as holidays during the 2024-2025 contract year:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Day
Day after Thanksgiving Day	President's Day
December 24	April 21
December 25	Memorial Day

Subd. 2 - When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on a day when school is in session, then an alternate holiday will be designated by the School District.

Subd. 3 - Part-time employees are eligible for holidays. Holiday pay for part-time employees will be paid to parallel the number of hours normally worked in a day.

Section 2. Vacation Leave

Subd. 1 - New Employees: An employee shall not earn vacation during the first six (6) months of employment. After the first 6 months of employment, the employee shall be credited 5/6 of a day of vacation time per month or partial month between the employee's six-month anniversary date and the first July 1 following the employee's six-month anniversary date.

Subd. 2 - For vacation purposes, an employee's anniversary date shall be adjusted to July 1 of the calendar year in which she/he was first permanently employed. The employee shall then accrue vacation according to the schedules below.

Subd. 3 - Employees shall earn the following amounts of vacation per fiscal year. On July 1 of each year, each employee will be credited with vacation time to be earned in the ensuing year. The employee may use vacation time in the fiscal year during which it is being earned, consistent with the district's operational needs. The used vacation hours will be figured at an hourly rate in not less than 15-minute increments. An employee terminating employment during the fiscal year shall receive payment for any vacation time earned but not used. Any employee who terminates employment during the fiscal year who has used more vacation than earned will have the amount of time overused deducted from the employee's final paycheck.

Up to and including 5 years of continuous employment	(80 hours)
6th through 13th year of continuous employment	(120 hours)
14th through 19th year of continuous employment	(160 hours)
After 19 years of continuous employment	(200 hours)

Subd. 4 - Vacation time may be carried over until December 31 of the year following the year in which it was credited to an employee. Thus, an employee has eighteen (18) months in which to use vacation time. When extraordinary circumstances are present, additional time may be granted for the use of earned vacation with the approval of the superintendent or his/her designee.

Subd. 5 - The employer reserves the right to schedule all vacations. Generally, no vacations shall be scheduled during the last two (2) weeks prior to the start of the school year. Except in the case of emergencies, such requests shall be submitted at least two weeks in advance of time taken.

The parties recognize that vacation time must sometimes be taken during the course of the school year, due to difficulty of fitting all vacation time into the summer months. The parties agree that vacations may be scheduled during the school year where practicable and upon the supervisor's approval.

Subd. 6 - When a holiday listed in this Agreement falls within an employee's paid vacation period and such holiday falls on a day the employee would normally either have worked or been excused with pay, that day shall not count as a vacation day.

Subd. 7 - Part-time employees shall be allowed vacation time prorated according to hours worked, and in accordance with the new employee vacation schedule above.

Section 3. Personal Leave - Each custodian will be granted two personal days each year (16 hours for each full-time employee) by the District. Beginning with the fourth year of employment, each custodian will be granted three personal days each year (24 hours for each full-time employee) by the District. The reason for the granted leave days is at the discretion of the employee. The electronic request should be submitted one week in advance of the requested leave date(s) to the Director of Buildings and Grounds. Personal leave is non-accumulative and must be used in the fiscal year in which it was credited. Custodians may be granted additional personal days at the discretion of the School District that will be deducted from sick leave.

Section 4. Sick Leave

Subd. 1 - All full-time employees shall earn sick leave at the rate of 10 hours (1.25 days) each month of service in the employ of the School District. All part-time employees shall earn sick leave each month of service in the employ of the School District as follows:
Number of scheduled weekly hours / 40 x 10 = Number of hours of sick leave.
Sick leave used will be rounded up to the nearest hour.

Subd. 2 - Unused sick leave days may accumulate to a maximum credit of 960 hours (120 days) of sick leave per employee.

Subd. 3 - Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days. Pursuant to Minn. Stat. § 181.9413, an employee may use sick leave for absence due to an illness or injury to the employee's child.

Subd. 4 - The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified health care provider as evidence of illness, indicating such absence was due to illness, 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 District.

Subd. 5 - In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6 - Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7 - Sick leave pay shall be approved only upon submission of an electronic request in the format required by the School District.

Section 5. Federal Family and Medical Leave Act - All family and medical leaves are subject to the provisions of the Family Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this act are applicable to all employees covered by this agreement effective upon ratification date of the agreement.

Section 6. Emergency Family /Bereavement Leave

Subd. 1 - A full-time employee may be granted a leave of no more than 5 days per year, nonaccumulative, the days to be deducted from sick leave, in the event of a death or serious illness of someone in the employee's immediate family.

Subd. 2 - The employee's immediate family shall be deemed to include spouse, domestic partner living in the home, children, father, mother, stepparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt, uncle, grandparent, or grandchildren. Leave for other family members, and significant others, may be granted upon approval by the School District.

Subd. 3 - Request for emergency family leave must be made in writing to the superintendent of schools or his/her designee at least 3 days in advance except in the event of emergencies. The request shall state the reason for the proposed leave.

Subd. 4 - The School District and/or superintendent of schools may require an employee to furnish competent evidence of family illness in order to qualify for emergency family leave. However, the final determination as to the eligibility of an employee for emergency family leave is reserved to the School District based upon competent medical evidence, and the School District reserves the right to refuse to grant such leave if under the circumstances involved, the School District determines that such leave should not be granted.

Subd. 5 - In the event that a medical certificate will be required in a case of proposed family sick leave, the employee will be so advised.

Subd.6 Other Bereavement Leave - In cases of death of anyone not specifically addressed by the immediate family, all full-time personnel shall receive non-accumulative bereavement leave each school year equivalent to the number of hours in the employee's workday, to be deducted from sick leave. Part-time personnel will be prorated based on a percentage of full-time each part time person works.

Section 7. Jury Duty Leave - Employees required to perform jury duty shall receive from the School District sufficient amounts of compensation for the period of such service, which taken together with their pay for jury duty will equal the amount they would have received if employed solely by the School District at base pay in their usual occupation during that period.

Section 8. PERA Leave

Subd. 1 - To comply with the requirements of PERA, a full-time employee whose accumulated sick leave is entirely used and who is not able to return to his/her normal duties because of illness, may, in the sole discretion of the School District, be provided with a temporary leave of absence without pay or benefits not to exceed one calendar year and may be reinstated if a position is then available. Seniority would not be affected by a temporary leave of absence.

Subd. 2 - The School District shall notify the office of the PERA of any action taken pursuant to this section and shall annually notify said office relative to summer layoffs.

Section 9. Workers' Compensation

Subd. 1 - Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2 - A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' Compensation.

Subd. 3 - Such payment shall be paid by the School District to the employee only during the period of disability.

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

Section 10. Other Leaves

Subd. 1. Leaves of absence without pay - An application for a leave of absence under this section shall be made in writing to the Director of Buildings and Grounds setting forth the reason for the requested leave. Applications shall be made at least five (5) business days prior to the requested leave. No such leave shall be granted unless expressly authorized by the Director of Buildings and Grounds in writing. In considering such leave request, the Director of Buildings and Grounds shall give consideration to the reason for the request, the effect on the system, the availability of a substitute, and other factors which may be deemed relevant by the Director of Buildings and Grounds. Special consideration will be made in case of an emergency.

ARTICLE IX HOURS AND TYPES OF SERVICE

Section 1. Basic Work Week - The work week shall be determined by the School District and shall consist of five consecutive eight hour days, unless another work schedule is mutually agreed through the Meet and Discuss process. Custodians who were employed as of the date of ratification by both parties for the

2005-2007 agreement shall not be required to work a regularly scheduled shift which includes either a Saturday, a Sunday, or both, nor shall such an employee be required to work a regularly scheduled third shift, defined as a shift that begins at or after 6:00 p.m. or before 5:30 a.m.

Subd. 1 - Employees who work a regular shift of more than 8 hours per day shall receive holiday pay equal to the number of daily hours to which the employee is assigned. (Thus, an employee who works 10-hour days will receive holiday pay for the holidays listed in this Agreement at 10 hours per holiday. If a listed holiday falls on a day that employee is not scheduled to work, one of the employee's regularly scheduled work days will be designated as the employee's holiday.)

Section 2. Procedures and Assignments - Work locations, procedures and assignments shall be determined by the School District.

Section 3. Boilers' License - Each employee shall, within 6 months of the start of employment, obtain a minimum grade Boilers' License. They shall also work toward a chief Boilers' License. Custodial Cleaners shall not be required to obtain a license. If a custodian does not have a Boilers' License, they shall not be eligible for building checks.

Section 4. Saturday, Sunday, and Holiday Building Checks, and Call Back Pay

Subd. 1 - Church services and security checks on all buildings shall be made in accordance with seniority based schedules drawn up by the School District. In creating the schedule, the District shall circulate a list of the dates for which building checks are needed to employees on the basis of seniority. Each employee may select up to nine (9) church services, or nine (9) weekend building checks, or a combination of both to equal nine (9) activities for which coverage is needed. If an employee cannot work their scheduled shift, the Director of Buildings and Grounds will find a replacement.

Employees must be fully qualified as determined by the School District to complete building checks. The qualifications necessary for performing building checks consists of a minimum grade boilers' license, completion of the probationary period, and knowledge of each building and maintenance program.

Subd. 2 - If an employee checks five (5) buildings they shall receive four (4) hours of pay, if six (6) buildings are checked, they shall receive five (5) hours of pay, and if seven (7) buildings are checked, they shall receive five and one-half (5.5) hours of pay. If an employee is called back to work after his/her regular day, a minimum of two (2) hours will be paid.

Section 5. Activities - When a custodial service is required for any activity taking place in any school building outside of normal work hours, the opportunity to work the activity shall be offered to custodial employees of that building in seniority order on a rotating basis. On a rotating basis means that an employee will be moved to the bottom of the rotating list whenever he/she declines to accept an activity assignment. Eight (8) hour shifts will be split into two (2) four (4) hour shifts. Less than eight (8) hour shifts will be filled as posted. If a scheduled weekend activity is cancelled within four (4) hours of the activity, the employee shall be paid a two (2) hour minimum.

Employees must be fully qualified, as determined by the School District, to complete the assigned building coverage. If no employee voluntarily accepts the work, the work will be assigned on a rotating basis in reverse seniority order (i.e., first assignment goes to the least senior person, second assignment goes to the second least senior person). The qualifications necessary for performing building activity coverage does not include a minimum grade boilers' license.

Subd. 1. Custodians should not be assigned regular duties while performing services for a function for which an outside group is being billed for custodial time. Both the School District and the custodians recognize that it is important for an outside group using the facilities to have their expectations met including that custodians be available to assist outside groups as necessary. Both the School District and the custodians further recognize that it is important to continue the current practice that a custodian can and will perform occasional other duties that arise unexpectedly and do not detract from the custodian's general availability to an outside group. The custodian will only be responsible for other duties associated with the School District's regular programs if those duties are of an incidental nature, occasional, not ongoing, or on an emergency basis. The intent of this practice is to allow flexibility to deal with occasional extenuating circumstances, but not to schedule routine work during functions involving outside groups.

Section 6. Part-time Employees - The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. Part-time employees are meant to supplement, but not replace full-time employees.

Section 7. Shifts and Starting Times - All employees will be assigned starting times and shifts as determined by the School District.

Section 8. Night Differential for Absences - An employee assigned to a night shift will receive any applicable night differential premium for any periods of paid absence from work including, but not limited to, any vacation, sick leave and holiday falling between September 1 and June 15.

Section 9. School Closing - Understanding that if school is closed, the district will make every attempt, with community education, to cancel as many activities as possible.

Section 10. District In-services - All custodial employees will be expected to attend staff in-service activities sponsored by the District.

Section 11. Community Education - Work that is scheduled through Community Education shall be considered overtime for purposes of pay and/or compensatory time off as defined in Article VI, Section 2.

Section 12. Tuition Reimbursement - The School District shall reimburse 50% of tuition and book expense for pre-approved, credit or non-credit courses related to the employee's position. In order to be considered for reimbursement, all course work must be approved by the employee's supervisor prior to taking the course work. Tuition reimbursement will occur after the employee has satisfactorily completed the course.

ARTICLE X TERMINATION OF EMPLOYMENT

Section 1. Discharge - Until an employee has worked six (6) consecutive months, the right to discipline, discharge shall be vested solely in the school board.

Subd. 1 - After the probationary period, the employee may be disciplined and discharged only for cause. The causes for discipline or discharge include but are not limited to:

1. Unsatisfactory job performance
2. Stealing
3. Intoxication or using illegal chemicals on the job
4. Insubordination
5. Failure to report to work without proper notification
6. Misuse of the leave provisions of this contract
7. Violation of any relevant District 110 policy

Subd. 2 - Employees will be entitled to an informal hearing before the board of education with union representation if so requested by the employee or his or her representative.

A meeting with the employee and Union representative would generally precede employee disciplinary action. The right to suspend or discharge immediately under extreme and unusual circumstances is reserved by the employer.

Subd. 3 - District 110 follows progressive discipline and shall discipline for just cause. The normal progression of discipline for minor offenses shall be as follows:

1. Verbal written warning (documented in file)
2. Written warning (copy to Union)
3. Suspension / demotion (copy to Union)
4. Termination (copy to Union)

Section 2. Suspension

Subd. 1. Notice of Hearing - Suspension shall take effect upon written notification from the Superintendent or his/her designee to the employee, stating the grounds for suspension together with a statement that the employee may make written request for a hearing before the School Board to review the suspension within ten (10) calendar days after receipt of such notification. If no hearing is requested within such ten (10) calendar day period, it shall be deemed acceptance by the employee to the suspension. If after a hearing before the School Board, the suspension is reversed and set aside, the employee shall be reinstated and compensated for salary loss during the period of the suspension. However, should the decision of the School Board, after said hearing, be to uphold the suspension, the employee shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level, provided written notification requesting arbitration is received by the School Board or Superintendent within five (5) calendar days after receipt of the School Board's decision following the hearing.

Subd. 2. Effective Date - The suspension shall take effect upon receipt by the employee of the written notice of suspension. The suspension shall continue in effect for the time period provided

in the written notice or as otherwise decided by the School Board, but not to exceed a period of thirty (30) working days.

Section 3. Resignation/Lay Offs - Two (2) weeks' notice shall be required of an employee if he or she wishes to resign. Two (2) weeks notice shall be given an employee if he or she will be laid off for lack of work. If a reduction in the number of employees is required, then the School District will effect such a reduction in reverse order of seniority for the identified seniority list. Recall shall occur by seniority order for the identified seniority list. Employees on layoff shall retain recall rights for a period of three (3) years from the date the layoff was commenced. The School District will not employ summer seasonal employees while regular employees are on layoff, without first having offered the employment opportunity to laid off employees. Any summer seasonal work accepted and provided by an employee while on layoff will not have an effect on the employee's recall period.

**ARTICLE XI
DEFINED CONTRIBUTION PLAN AND HEALTH REIMBURSEMENT ACCOUNT**

Section 1. Introduction - The purpose of the Defined Contribution Plan (hereafter called PLAN) is to encourage employees to develop a financial plan for their future by providing money for investment during the course of employment with the District. The PLAN will require participation by the employee coupled with a matching contribution from the district. Beginning July 1, 2012, fifty (50%) percent of the School District's matching contribution will be directed to the employee's 403(b) plan and the remaining fifty (50%) percent will be paid to a Health Reimbursement Account on behalf of the employee.

Section 2. District Matching Benefits

Effective July 1, 2023

Years of Service In District	Board Matching Contribution		Total During Service Bracket
	403(b) Plan	HRA Plan	
0 - 3 yrs.	No district match.	No district match.	\$0
4 - 10 yrs.	\$250 Match	\$250 Match	\$3,500
11 - 15 yrs.	\$425 Match	\$425 Match	\$4,250
16 - 20 yrs.	\$600 Match	\$600 Match	\$6,000
21 - 25 yrs.	\$750 Match	\$750 Match	\$7,500
26 - ___yrs.	\$900 Match	\$900 Match	
Lifetime Maximum District Contribution		\$30,000	

Effective July 1, 2024

<u>Years of Service In District</u>	<u>Board Matching Contribution 403(b) Plan</u>	<u>Contribution HRA Plan</u>	<u>Total During Service Bracket</u>
0 - 3 yrs.	No district match.	No district match.	\$0
4 - 10 yrs.	\$275 Match	\$275 Match	\$3,850
11 - 15 yrs.	\$450 Match	\$450 Match	\$4,500
16 - 20 yrs.	\$625 Match	\$625 Match	\$6,250
21 - 25 yrs.	\$775 Match	\$775 Match	\$7,750
26 - ___yrs.	\$925 Match	\$925 Match	
Lifetime Maximum District Contribution		\$32,200	

Section 3. Administration of PLAN

1) Benefits Cannot Be Accumulated

The District contribution will begin when the employee initiates an eligible 403(b) investment program at an amount not to exceed the benefit schedule set out above.

An employee may elect to contribute to the selected 403(b) program more than the District match. The PLAN only defines the limits of the District's participation in the selected program.

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

2) Definition - Years of Service

Years of service shall mean years of accumulated full-time equivalent service in District 110.

Years of service shall be measured as of July 1 each year.

3) Plan Year Begins July 1

The annual year for District contributions shall be July 1 thru June 30. Changes in district matching amounts, based on years of service, shall occur on July 1 of each year.

Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the District will begin matching contributions on behalf of the employee.

4) District Contribution is Automatic

When an employee has an eligible plan in effect, the district match shall be automatic unless the employee requests otherwise.

5) Plan Must Comply with Federal and State Laws

The PLAN is subject to applicable code provisions of the Minnesota Statutes and IRS Code including Section 403 (b), IRS Code Section 457, and IRS Publication 502.

ARTICLE XII SENIORITY RIGHTS

Section 1. Seniority Rights - The School District will recognize seniority rights as to order of layoff and recall. An employee who is properly discharged or resigns, shall forfeit his/her seniority, and in the event of re-employment his/her seniority rights shall begin as of the date of his/her re-employment. There shall be separate seniority lists for full-time and part-time employees. Part-time employees will receive prorated seniority if full-time employment is accepted.

On or before July 1 each year, the School District will prepare two seniority lists from School District records. These seniority lists will be posted in an official place at each school building in the School District and provided to the Union Steward. Any custodial/ maintenance employee shall have twenty (20) days from the posting to request corrections of any factual errors on the seniority lists. The final seniority listings shall be binding on the School District and custodial/maintenance employees.

Section 2. Vacancies - New positions or vacancies in this bargaining unit and of more than 30 days duration will be posted for a period of 5 days. The senior applicant from the applicable seniority list will be assigned the position within 5 days after the close of posting provided the employee is fully qualified as determined by the School District.

Subd. 1 - An employee who successfully posts for another job will not be eligible to post for subsequent vacancies for a period of 6 months following the effective date of transfer to the job for which he/she posted. This six-month provision may be waived by the School District in the interest of efficient operation.

Subd. 2 - An employee who transfers to a position in a higher classification shall serve a probation period, independent of the initial hire probation period, of sixty calendar days. If, during that time, the employee's performance in the new position is unsatisfactory, or should the employee choose not to continue in the new position, the employee shall be reassigned to a position in the employee's former classification. The district may make such a reassignment at its own initiative provided it furnishes written notice to the employee during the new classification probation period that the employee's performance is unsatisfactory, and noting which area where performance must improve, and affording the employee a reasonable opportunity to correct any deficiencies.

Section 3. Filling of Temporary Vacancies - Opportunity to fill a temporary vacancy (e.g. when a regular employee is on vacation or for a newly created, unfilled position) shall be offered first to qualified

employees in the custodial bargaining unit on the basis of seniority provided a substitute can be found for the current employee's position.

ARTICLE XIII MEET AND DISCUSS

Section 1. Purpose - Meetings will be held to clarify the work agreement between the employees and the School District. The School District shall provide the facilities and set the time for such meetings to take place. The meetings shall be held once every four months if a meeting request is made by either party.

Section 2. Membership - The employees shall select representatives to meet with a representative or committee of the School District.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition - A "grievance" shall mean an allegation by the employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

Section 2. Representative - The employee, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretation

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

Subd. 2. Days - Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by this agreement.

Subd. 3. Computation of Time - In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a holiday.

Subd. 4. Filing and Postmark - The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period or signed as received by District Administration.

Section 4. Time Limitation and Waiver - Grievances 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 provisions of the agreement allegedly violated and the particular relief sought within 10 working days after the date of the 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.

Section 5. Adjustment of Grievance - The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. 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 10 working days after receipt of the written grievance.

Subd. 2. 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 5 working days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within 15 working days after receipt of the appeal. Within 10 working days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. 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 5 working days after 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 20 working days after receipt of the appeal. Within 20 working days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. School Board Review - The school board reserves the right to review any decision issued under Levels I or II of this procedure provided the school board or its representative notify the parties of its intention to review under 10 working days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial of 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.

Section 8. Arbitration Procedures - In the event that the employee and the school board are unable to resolve any grievance, it may be submitted to arbitration as defined herein.

Subd. 1. 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 10 working days following the decision in Level III of the grievance procedure.

Subd. 2. 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.

Subd. 3. Selection of Arbitrator - Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request an arbitrator pursuant to PELRA, providing such request is made within 20 working days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information - Upon appointment of the arbitrator, the appealing party shall within 5 working days after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:

1. The issues involved.
 2. Statement of the facts.
 3. Position of the grievant.
 4. The written documents relating to Article XIV, Section 5 of the grievance procedure.
- The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing - The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. 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.

Subd. 7. 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 shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The party requesting a transcript or recording shall pay for same.

Subd. 8. 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 arbitration 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 considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XV MISCELLANEOUS

Section 1. Finding Substitute Custodians - No employee shall be required to procure a substitute for time the employee is absent from work for vacation, sick leave, compensatory time, or any other reason. The District shall locate a substitute and shall not reassign the employee's workload to other employees during one employee's vacation time. If necessary, the building with the missing employee(s) will operate on a 'level B' cleaning schedule, where duties will be reduced consistent with the reduced availability of custodial staff. The School District will work with the custodians to develop the Level B schedule. The Level B schedule will be shared with all staff in a building to make them aware of the circumstances.

Section 2. Work Responsibilities Related to Special Activities - The parties recognize that groups who make excessive demands on the time of the custodial staff during their normally scheduled work hours cause a detriment to both the custodial staff and to the District. Therefore, the District agrees to thoroughly inform groups using the school buildings regarding the availability of custodial staff services.

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations - 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 at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 working days prior to the expiration of this agreement.

Section 2. Effect - This agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations, concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality - Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of this agreement.

Section 4. Severability - The provisions of this agreement shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as follows:

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075

FOR INDEPENDENT SCHOOL
DISTRICT NO. 110
512 Industrial Blvd.
Waconia, MN 55387

Jeff Leys
Contract Organizer

Dana Geller
Chairperson, School Board

Terry Almquist
Union Steward

Luke DeBoer
Clerk, School Board

Dated this ____ day of _____ 2024.

Dated this ____ day of _____ 2024.

Schedule A

Salary Schedule for 2023-2024

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Day Leads / Custodial Maintenance	12	19.00	19.63	20.30	20.95	21.61	22.27	22.97	23.60	24.25	24.93	25.76
Night Leads / Groundskeeper	11	18.33	18.94	19.57	20.21	20.84	21.48	22.10	22.75	23.38	24.03	24.84
Custodial Cleaner	6	14.92	15.36	15.79	16.25	16.67	17.09	17.51	17.94	18.40	18.83	19.39

**All eligible employees shall receive step advancement effective July 1, 2024 for the 2023-2024 year.*

Schedule B

Salary Schedule for 2024-2025

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Day Leads / Custodial Maintenance	12	-----	-----	20.50	21.16	21.83	22.49	23.20	23.84	24.49	25.18	26.01	26.79
Night Leads / Groundskeeper	11	-----	-----	19.77	20.41	21.04	21.70	22.32	22.97	23.62	24.27	25.08	25.84
Custodial Cleaner	6	-----	-----	15.94	16.41	16.83	17.26	17.69	18.12	18.59	19.01	19.59	20.17

**All eligible employees shall receive step advancement effective July 1, 2024 for the 2024-2025 year.*