

**NON-CERTIFIED AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO.  
51**

**and**

**Service Employees International Union  
Local NO. 284**

**Custodians/Mechanics**

**2021-2023**

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## **ARTICLE I**

### **Purpose**

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 51, Foley, Minnesota, hereinafter referred to as the School Board, and the Service Employees International Union Local #284, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Relations Act of 1971 and amended in 1973, hereinafter referred to as the P.E.L.R.A. of 1971, to provide the terms and conditions of employment of custodial plant and maintenance staff members during the duration of this Agreement.

## **ARTICLE II**

### **Recognition of Exclusive Representative**

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, the School Board recognizes Service Employees International Union Local #284, as the Exclusive Representative for custodial, custodial/bus driver, plant and maintenance staff members employed by the School Board, which Exclusive Representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

Section 2. Sole Bargaining Representative: Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees, that it will not recognize or negotiate with any other person, association, group, committee, or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

## **ARTICLE III**

### **Definitions**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Foley Public School Custodial Staff shall mean all persons in the appropriate unit employed by the School Board 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 the P.E.L.R.A of 1971, as amended.

Section 4. Definition of Work: It is understood that the routine work of the personnel covered under this Agreement shall also include all maintenance work needed to maintain the buildings and grounds in good condition. This may include in addition to the normal cleaning functions plumbing, glazing, painting, carpenter repairs, electrical repairs, etc, insofar as the capabilities of the individual will allow. School keeper personnel shall not perform maintenance duties, such as plumbing and electrical work, but shall be limited to duties such as general cleaning, setup and take down for building activities, grounds keeping and security.

#### **ARTICLE IV** **School Board Rights**

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters on inherent policy, which includes, 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 Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

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 and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School board, all employees covered by this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such law, rule, regulation, directive 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 managements functions not expressly delegate in this Agreement are reserved to the School Board.



## **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/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation or public employment or their betterment, so long as the same is 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 employees 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 Board.

Section 3. Request for Dues Check-Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The Union shall provide the District with the appropriate form of authorization for dues/premier member dues deduction.

The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

Section 4. Union Access to Information: The District shall make available to the Union a bargaining unit list of employees including name, address, phone number(s), electronic mail addresses, work hours, work location, position, classification, wage schedule placement and date of employment.

Each newly hired bargaining unit employee shall, during the employee's first thirty (30) days of employment, be scheduled for a Union orientation. The Union orientation period shall be thirty (30) minutes and shall not be paid. The Union steward will be released from work for the time needed to meet with employees provided that he/she give his/her supervisor sufficient advance notice to enable the Employer to plan for operational needs. To the extent possible the Union steward shall schedule time with as many new employees as possible to mitigate time away from normal duties.

## **ARTICLE VI**

### **Rates of Pay**

#### **Section 1. Rates of Pay:**

Subd.1. The wages and salaries reflected in SALARY AND BENEFIT SCHEDULE A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021 through June 30, 2023.

Subd. 2. A salary increase is not automatic and is effective only upon affirmative action of the School Board. The School Board reserved the right to withhold a salary increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.

Subd. 3. There shall be no split shifts unless approved by the employee. Split shifts shall be defined as two periods of work in one day separated by more than one hour.

Subd. 4. The normal work week shall be eight (8) hours per day, five consecutive days per week, Monday through Friday. Exceptions may be made by mutual consent only. In the event an employee is required to work on Saturdays (excluding Saturday building checks), a one and one-half (1 ½) time rate of pay will be provided. In the event an employee is required to work on Sundays, (excluding Sunday building checks) a double time rate of pay will be provided. Building checks on weekends and holidays will be compensated at 1.5 times for a maximum of 2 hours unless an employee is already scheduled to work Saturday and /or Sunday. In the case of an employee working Saturday or Sunday, the scheduled employee will conduct the building check within their work hours.

Subd. 5. No employee will be required to use his/her own vehicle in the performance of school duties. Those who volunteer, at District request, to use their vehicles shall receive mileage at the District rate.

Subd. 6. Every effort shall be made to give regular staff the opportunity to work overtime before extra-curricular activities are performed by anyone other than regular staff.

Subd. 7. Overtime/Comp Time: Employees will be compensated at one and one-half (1 ½) times the employee's regular rate of pay for hours worked in excess of the 40 hour employee's regular shift according to relevant Federal statutes and rules. Employees may elect to take one and one-half (1 ½) hours off for each hour of overtime worked in lieu of overtime pay according to relevant Federal statutes and rules. This time off can be



taken with one week's notice unless specific permission of the Superintendent or his/her designee has been granted. Comp time must be used annually and may not be accumulated. Comp time accrued as of June 30, will be paid on the July 15<sup>th</sup> payroll. Double time will be paid for time worked on holidays listed in Article VIII Section 5 when required by the district. The district may use a building supervisor to reduce comp time.

## **ARTICLE VII**

### **Group Insurance**

#### **Section 1. Health and Hospitalization Insurance:**

Subd. 1. Definition: Health and Hospitalization Insurance benefits shall be provided for all employees whose permanent assignment requires that they work thirty hours or more per week and 36 weeks or more per year.

Subd. 2. Single and Family Coverage: The School Board shall contribute toward the premium for single and family coverage as indicated on SALARY AND BENEFIT SCHEDULE.

Subd. 3. Duration of Insurance Contributions: An employee is eligible for Board contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all Board participation and contribution shall cease effective on the last paid working day.

Section 2. Life Insurance: The School Board shall provide \$25,000 life insurance on the employee.

Section 3. Liability Insurance: The School Board will pay the total cost of liability insurance for employees covered under this Agreement. The coverage shall be equal to that normally provided other school employees.

Section 4. Long Term Disability Insurance: The School District shall contribute the full cost of the premium for long term disability insurance under the district long term disability policy for full time employees.

## **ARTICLE VIII**

### **Leave of Absence and Vacations**

#### **Section 1. Sick Leave:**

Subd. 1. All non-certificated employees shall earn sick leave at the rate of one day per working month for each year of service in the employ of the School District.

Subd. 2. Unused sick leave may accumulate to a maximum credit of 146 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to his/her illness or injury which prevented his/her attendance at school and performance of duties on that day or days. Sick leave may be accessed for absences due to illness or injury to employee's adult child, spouse, sibling, parent, mother in law, father in law, grandchild, grandparent or stepparent in accordance to MS Statute 181.9413.

Subd. 4. The School district may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating 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 Board.

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.

## Section 2. Short Term Leave:

Subd. 1. Death or Illness in the Family: A leave of absence without loss of pay not to exceed five days shall be granted for death or serious illness in the family provided that, under very unusual circumstances, the superintendent may, at his/her discretion, grant a reasonable extension of such leave of absence.

For the purpose of this section, family shall be defined as the spouse and children and, the employee's or spouse's mother, father, grandparent(s), brother, sister, grandchildren, or other blood relative residing in the same household. Children refers to biological, adoptive, foster, and step-children as well as sons-in law and daughters-in-law. Such leave of absence shall not be deducted from the employee's accumulated sick leave.

Subd. 2. Other Short Term Leave of Absence: A leave of absence may be granted, at the discretion of the administration, in the event of death or serious illness of any other relative or close friend. Further, such leave may be extended to include weddings or special events.

The cost of the substitute engaged for such leave of absence shall be deducted from the employee's salary, provided, however, that when such



leave of absence shall be for less than one full day, and satisfactory arrangements for the care of the employee's work can be made with other employees, no salary deduction shall be made.

Such leave of absence shall not be deducted from the employee's accumulated sick leave.

All absentees must be reported to the Superintendent or designee. Any unauthorized or unreported absenteeism shall mean a deduction of full wages for period absent. Excessive abuses will result in dismissal.

Subd. 3. All leave-short term leave of absence-beyond that described in the paragraphs above shall be refused by the administration and the School Board unless such leave would in some way be beneficial to the School District.

### Section 3. Personal Leave:

Subd. 1. Probationary employees shall be granted two days of personal leave per year. Non-probationary employees shall be granted three (3) days of personal leave per year. Personal leave may accumulate to a maximum of 4 days. Leave may be granted, after application to the immediate supervisor. Vacation during the school year is limited to 1 person per day from the unit for vacation/floating holidays/personal days.

Subd. 2. Unpaid Leave: All unit employees may be granted up to two (2) days of unpaid leave per year. Such leave is non-cumulative. Request for such leave must be submitted in writing to the district Superintendent or designee for approval no less than one calendar week before the leave is to begin. No more than one (1) member of this unit shall be granted unpaid leave during the same day or period.

Subd. 3. Members of the bargaining unit who have 60 or more accumulated sick leave days may, once per year, exchange two sick leave days for one additional personal day to be used at the discretion of the employee. Two sick leave days will be deducted from the employee's accrued sick leave.

### Section 4. Worker's 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 Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's 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-rate portions of days of sick leave or vacation time which is used to supplement Worker's 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 5. Holidays:

Subd. 1. Including the two floating holidays identified in subdivision 2 below, there will be a total of 12 paid holidays per year to coincide with the school calendar as adopted by the Board of Education.

New Year's Day	Labor Day
Presidents Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day

Subd. 2. There will be two floating holidays, one day can only be used during the summer months, and one day when students are not in session. Both floating holidays will be subject to supervisor approval.

Subd. 3. On days in which school is not in session because of regular professional days, inclement weather, or vacations other than legal holidays, all employees will report to work.

Subd. 4. When a holiday falls on Saturday or Sunday, that day shall be considered a holiday for the employees of the District and arrangement for taking the holiday will be provided to insure the employee a three-day weekend.

Section 6. Earned Vacations: To be eligible for vacation, the employee must be employed for 25 hours per week (based on the average hours worked per year) and for 10.5 or more months per year. Vacations will be awarded July 1 each year. New employees will have vacation prorated based on number of months employed in the previous year.



Subd. 1. All persons in the employ of the District 0 through 5 employment periods shall receive 10 working days' vacation.

Subd. 2. All persons in the employment of the District 6 through 10 employment periods shall receive 15 working days' vacation.

Subd. 3. All persons in the employ of the District 11 employment periods or over shall receive 20 working days' vacation.

Subd. 4. Vacations are to be listed in the Superintendent or designee's office two weeks prior to departure. Vacations must be consumed annually and may not be accumulated.

Subd. 5. Except for ten vacation days which may be taken at any time during the year with a one week notice, vacations are to be taken during summer break unless specific permission has been granted. Vacation during the school year is limited to 1 person per day from the unit for vacation/floating holidays/personal days. Additional people per day may be approved at the discretion of the Superintendent.

#### Section 7. Long Term Leave of Absence:

Subd.1. Leave of absence will be granted to the employee by the District upon recommendation of the Superintendent.

Subd. 2. All such requests are to be submitted in writing and shall state:

- a. The reason for the request
- b. Details of plans as to how the employee intends to spend the time of leave.
- c. Such benefits as may be expected by the employee and the School District.
- d. The probable date the employee will resume his/her duties.
- e. His/her intention to return to the School district for a minimum of one year.

Subd. 3. Leave of absence may be granted for medical reasons upon the recommendation of a physician. Reinstatement shall be offered only upon prior certification by a physician that the employee is capable of returning to work. Such leave of absence may also be granted at the request of the District.

Subd. 4. The employee on leave of absence must signify in writing before May 1 of the year in which his/her leave expires of his/her intent to return to her/his duties at the opening of the next school year. Failure to signify



such intent will cancel the leave of absence and the employee shall forfeit any rights or claims to her/his former position.

Subd. 5. All leave shall be without pay. However, the employee shall retain his/her present status including her/his position and such privileges as may have been earned prior to such leave for leaves of one (1) year or less. For employees returning from a leave of over one (1) year, the employee may bump the least senior in the same pay classification with the same number of hours or fewer as the employee had prior to leave of absence. Employees granted such leaves shall have the right to retain all fringe benefits at their own expense.

Section 8. Incentive Pay: Any employee who has not used more than two days of sick leave for the fiscal year excluding vacation, holidays (including Floating Holiday), deaths in the immediate family, personal leave and school closings shall be provided cash compensation of \$125 . \$200 will be paid to any employee who misses "0" days of work, excluding vacation, holidays (including Floating Holidays) deaths in the immediate family, personal leave and school closings. Cash compensation shall be payable June 30 of the school year in which it is earned.

Section 9. Union Leave: Each year up to 2 members may attend up to 2 days of training for SEIU activities. SEIU is responsible for the cost and expenses for the training. The days will be unpaid. The district will cover the cost of the sub if needed.

## **ARTICLE IX**

### **Hours of Service**

Section 1. Hours of Service: To be considered full time employees, the employee shall be employed for a minimum of 14 hours per week, exclusive of lunch, and a minimum of 67 days per year. Employees, who are required to work more than 40 hours per week, shall be compensated for all hours over 40 at the rate of one and one-half times the regular hourly rate.

Subd. 1. A normal building check on weekends, holidays, and summer will be on a rotational basis, as assigned by the supervisor. These checks will be conducted throughout the calendar year; one each Saturday, one each Sunday, and one each holiday, between the hours of 6:00 p.m. and 9:00 a.m. These checks will consist of a building perimeter check, windows, doors, office area check, lights, water system check and a heating system check. A minimum of one hour overtime will be granted each time a normal check is made.

When employees are hired throughout the school to open and supervise the building for private groups, the individual employee is responsible for checking the equipment, the lights and furniture, the windows, the doors,

and the complete cleaning of the rooms used so they are ready for school use again.

Section 2. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School Board or its proper representative. The senior employee shall have preference to the preferred shifts and starting time, provided they have the relevant qualifications to do the job.

Section 3. Lunch Period: Employees shall be provided a duty-free uninterrupted lunch period of at least 30 minutes.

Section 4. Job Posting: New positions or vacancies will be posted in each building for a period of five days on a bulletin board provided in the custodial area. Applications of the interested parties should be sent to the District Office. The leading candidates, as determined by the district, whose background and abilities meet the requirements of the posted position will be called in for an interview by the Superintendent, or Superintendent Designee, upon written request by either party.

The selection of the candidate for the position will be made in less than 30 working days after the completion of the posting of the position. A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor and the appropriate steward. Seniority will be taken into consideration.

Any senior applicant not granted a position has the right to request through the union steward the reasoning behind the administration's rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job positions.

Section 5. School Closing: Once per fiscal year, in the event that school is closed for an emergency, Custodial-School Keeper employees who are able to report to work will be paid for all hours worked and will also receive a comp day; employees who are unable to report to work will be paid their regular day's pay. Thereafter in that fiscal year, in the event that school is closed for an emergency inclusive of an early out release due to inclement weather employees shall have the following option; report to work and work four (4) hours on this day and be paid eight (8) or: do not report to work and use any paid leave time (exclusive of sick time) or have compensation reduced accordingly. This language also applies when afternoon and/or evening activities are cancelled due to cold weather conditions (e.g. snow fall, blowing snow and/or extreme cold).

Section 6. Jury Duty: Employees shall be granted the additional amount to make up full pay if required to serve on jury duty.

Section 7. Safety:

Subd. 1. All regulations and laws of the State of Minnesota and O.S.H.A.



governing the safety of employees and building occupants shall be complied with by the employer and employee.

Subd. 2. Custodial/maintenance employees who are assigned to work in a building when they are the only person in the building will not be assigned tasks which are considered hazardous by the employee or his supervisor.

Section 8. Substitutions: In the event that there is a shift and starting time presumed to be vacant for 30 days or more and the District determines to fill the shift and starting time, the shift and starting time will be filled by the following procedure: the shift and starting time will be offered to the most senior, qualified employee first. If the employee rejects the offer, it will be offered to the next most senior employee and so on. In the event no qualified employee wishes to fill the shift and starting time, the school district has the right to assign the least senior qualified employee to fill the shift and starting time or hire a substitute. If the employee fills a shift and starting time in a higher pay category than their own, the employee will be paid at the higher rate of pay that is higher but closest to their current rate of pay beginning with the first day of substitution.

Section 9. Cleanup after School Events: For all events taking place on the weekends, the District will assign, at least two (2) bargaining unit employees for cleanup after all events.

## **ARTICLE X**

### **Grievance Procedure**

#### Section 1. Definitions:

Subd. 1. Grievance: 'Grievance' means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under the P.E.L.R.A.

Subd. 2. Days: 'Days' means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Subd. 3. Service: 'Service' means personal service or by certified mail.

Subd. 4. Reduced to Writing: 'Reduced to Writing' means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 5. Small Group of Employees: 'Small group of employees' means a group of employees consisting of five or less.

Subd. 6. Answer: 'Answer' means a concise response outlining the employer's position on the grievance.

#### Section 2. Procedure:



Subd. 1. Step 1: Whenever any employee or small group of employees have a grievance, he or they shall meet on an informal basis with the employee's or employee's immediate supervisor in an attempt to resolve the grievance within 20 days after the grievance occurred or twenty days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen days of the first informal meeting, the grievance may be reduced to writing by the Exclusive Representative and served upon the public employer's designate (see Step 2). Service must be made within fifteen days of the last informal meeting. The employer shall, within five days of receipt of the written grievance, serve his answer upon the Exclusive Representative. In the event the Exclusive Representative refused to process the grievance, the employee(s) may proceed with the grievance and if he so chooses, may select a designee to represent him. If the grievance involves and affects more than five employees, the grievance may be reduced to writing by the Exclusive Representative (or the employees or their designated representative in the event the Exclusive Representative has declined to proceed with the grievance) and must be served upon the employer within twenty days after the grievance occurred or twenty days after the grievant, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall, within five days, serve his answer upon the Exclusive Representative (or in the appropriate case, employees or their designee).

Subd. 2. Step 2: The employer's representative shall meet with the Exclusive Representative (or in the appropriate case, employee(s) or their designee) within seven days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If the resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen days of the first Step 2 meeting, the Exclusive Representative (or in the appropriate case, employee(s) or their designee), if he elects to proceed with the grievance, must proceed with Step 3 official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute and the relief requested.

Subd. 3. Step 3: The employer, its chief administrator or its special representative shall meet with the designated official of the Exclusive Representative (or in the appropriate case, employee(s) or their designee) within ten days after receiving notice of intention to proceed with the grievance pursuant to Step 2. If resolution of the grievance results, the

parties shall reduce the resolution to writing and sign the memorandum as provided in Step 2. If the parties are unable to reach agreement within ten days after the first Step 3 meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of Civil Service or other such body, the Exclusive Representative or employee(s) must elect to process the grievance through this procedure, and in no event may a grievant avail himself of both procedures.

Subd. 4. Step 4: The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on the arbitrator, they may request from the Director of the Bureau of Medication Services, State of Minnesota, and a list of five names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five arbitrators, until only one name remains. The remaining arbitrator shall hear and decide on the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

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

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated there under, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred there under. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services.

Processing of all grievances shall be during the normal workday whenever possible and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceedings are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer, or
- b. If the number of person participating on behalf of the public



employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeiture of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the Exclusive Representative or employee.

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

## **ARTICLE XI**

### **Probation, Promotion, Layoff, Recall, and Retirement**

Section 1. All new employees shall be on probation for a period of six months exclusive of summer. After the probationary period, the employee will be, if retained, a regular employee of the District and entitled to the privileges thereof.

Section 2. Applications for posting will be submitted to the superintendent. Qualifications for various positions will be the chief determining factor. However, seniority will be taken into consideration.

Section 3. Employees who transfer positions within the unit shall be on probation for a period three months during the school year exclusive of summer. During the probationary period, both management and employee have the option for the employee to return to prior position.

Section 4. Seniority Rights:

The Board recognizes that the purpose of seniority is to provide a declared policy as to the layoff and recall of employees. Employees with the least seniority will be laid off first. If any opening subsequently occurs, the laid off employee with the most continuous service shall be recalled first. If a former employee elects not to return to work when recalled, the employee forfeits seniority rights.

If a senior employee's position is eliminated or reduced, the employee may displace a less senior employee in their classification, or a lower classification. Seniority shall be determined by total years of employment in the unit. Employees on layoff will retain recall rights for a period of two years and will be notified of all job openings by mail. The laid off employee will be recalled before another person is hired. Two (2) weeks' notice shall be given to an employee if an employee is to be laid off or the job is to be eliminated or



reduced. Employees that are eligible to and choose to bump a less senior employee, must make their choice within 72 hours.

This procedure shall continue until the least senior employee is laid off. A displaced employee shall be placed on the pay step nearest their present rate in the lower classification. Recalled employees, if recalled to a position of a lesser classification will retain recall for rights in the event a position opens equal to the position the employee originally held.

Laid off employees will not suffer any loss of seniority. Laid off employees recalled to a position of a lesser classification will be paid at the previous level of pay until a position is available equal in pay to the position previously held, or the layoff period expires, whichever comes first. If a position does not become available or the recall period expires, the employee shall be placed on the pay step nearest their present rate in the lower classification.

In the event the employee group and the District mutually agree to an arrangement different than described above, such arrangement will take place.

#### Section 5. Disciplinary Action

After an employee has completed the probationary period, the employee may be disciplined or discharged only for just cause.

Disciplinary action shall include the following:

- 1.) Oral reprimand
- 2.) Written reprimand
- 3.) Suspension with or without pay
- 4.) Demotion
- 5.) Transfer and/or reassignment of job duties
- 6.) Dismissal

Consistent with the principles of just cause, the severity of discipline chosen by the School District shall be commensurate of the employee's misconduct or failure to act.

In the absence of a written evaluation provided to the employee within twelve (12) months of an oral reprimand, the employee may request a letter on the status of the behavior that was subject to the reprimand and the district may respond. In the absence of a written evaluation provided to the employee within eighteen (18) months of an oral reprimand, the employee may request a letter on the status of the behavior that was the subject to the reprimand and the district shall respond.

## **ARTICLE XII**

### **Severance Pay**

Section 1. Eligibility: Full time employees who have completed at least fifteen years of continuous service with the School District and who are at least 55 years of age, shall be eligible for severance pay pursuant to the provision of this Article, upon submission of a

written resignation accepted by the School Board.

Section 2. Calculation: An employee shall be eligible to receive as severance pay, upon retirement, the amount obtained by multiplying 55% of his/her unused number of sick leave days, times his/her daily rate of pay.

Section 3. Granting of Payment: Severance pay shall be paid by the School District within 30 days after the effective date of retirement, but shall not be granted to any employee who is discharged by the School District. In the event of the employee's death prior to receiving full payment of severance pay, the employee's legal beneficiary shall receive the remainder due the deceased.

Section 4. Continued Eligibility toward Single Coverage: Employees that have completed at least fifteen (15) years of continuous service with the District and are at least 55 years of age, who apply for retirement shall be eligible to remain in the existing group health and hospitalization insurance program and shall remain eligible for Board contribution toward single coverage. Such eligibility is to continue until the end of the school year in which the employee reaches Medicare eligibility.

The maximum contribution from the District will be \$9,000 per year for the bargaining unit.

### **ARTICLE XIII**

#### **403(b) Matching Annuity Program**

Section 1. Employees Hired After July 1, 2004: Employees hired after July 1, 2004 no longer qualify and shall not be eligible for severance pay under Article XII of the Master Agreement. Such employees shall only be eligible to participate in the 403(b) annuity matching program. The District shall make matching contributions to such program, the maximum amount as set forth in Section 2 below.

Section 2. Employees Eligible for Severance: Any employee eligible for severance pay pursuant to Article XII of this master agreement will continue to be eligible to receive severance pay as set forth therein. Such employee may also participate in the District's 403(b) annuity matching program. The District matching contribution to such program shall be in the amount as set forth in Section 3 below, but will not exceed a lifetime contribution cap of \$17,000 per employee.

Upon the retirement of an employee eligible for severance pay, the total amount of the District's matching contributions to the 403(b) annuity account shall be deducted from any severance pay obligation under Article XII of the master agreement. However, if the district has met the \$17,000 lifetime contribution limit the employee shall not be entitled to receive any severance pay pursuant to Article XII.

Those employed prior to July 1, 2004 have two options:

- a. continue with the current severance and not participate in 403B



- b. participate in 403B and 102% of annual contribution, compounded annually, to the 403B will subtracted from the final severance pay out upon the employees retirement.

For example:

$$\$225 \times 1.02 = \$229.50$$

$$\$229.50 + \$225 = \$454.50 \times 1.02 = \$463.59$$

$\$463.59 + \$225 = \$688.59 \times 1.02 = \$702.36$  and so forth until the individual retires under the provisions of Article XII.

Section 3. Employee Match: Eligible and participating employee must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year. The District matching contribution to employees participating in the 403(b) annuity matching program shall be as follows:

**Current Year of Service to the District**

0-1	\$250
2-4	\$375
5-7	\$375
8-10	\$500
11-13	\$600
14+	\$750

The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. The annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. Employees shall have the choice of contributing 50% or 100% of the match. The district will then contribute the 50% or 100% of the match as chosen by the employee.

Section 4. Approved Plans: The District will make matching contributions only to annuity plans offered by vendors who participate in the District's payroll deduction program and have a hold harmless agreement with the District. New vendors need a minimum of five employees and a hold harmless agreement.

Section 5. Election: Eligible and participating employees must make application for participation in the 403(b) annuity matching program by July 1, 2007 and by June 1 of each school year thereafter. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the employee who must notify the District and annuity carrier.

Section 6. Death of an Employee Participant:

If an employee participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.



Section 7. Applicable Laws: The 403(b) annuity matching program of Independent School District No. 51 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S. C. § 403(b).

*\* Initial date of hire = years of service*

#### **ARTICLE XIV**

##### **Duration**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 to June 30, 2023 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. 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 ninety days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety days prior to the expiration of this Agreement.

Section 2. Effect: The Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all other 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, except by mutual consent.

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

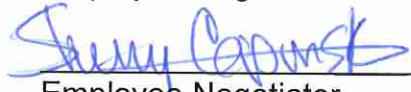
Ind. School District No. 51  
Foley Public Schools  
Foley, MN 56329

  
Contract Organizer

  
Chairperson of the Board

\_\_\_\_\_  
Employee Negotiator

  
Clerk of the Board

  
Employee Negotiator

  
Chief Board Negotiator

Dated this 14<sup>th</sup> day  
of March 2022

Dated this 14 day  
of March 2022

District shall furnish copies of contract to all custodial employees within 30 days after signing.



## SALARY AND BENEFIT SCHEDULE

**CUSTODIANS:** Shall perform all cleaning and maintenance duties as directed by the district.

Hourly	2021-2022	2022-2023
Starting Salary	\$19.14	\$19.14
Second Year	\$19.73	\$19.73
Third Year	\$20.34	\$20.34
Fourth Year	\$20.97	\$20.97

**SCHOOL KEEPERS:** Shall not perform maintenance duties, such as plumbing and electrical work, but shall be limited to duties such as general cleaning, set up and take down for building activities, grounds keeping, and security.

Hourly	2021-2022	2022-2023
Starting Salary	\$15.77	\$15.77
Second Year	\$16.24	\$16.24
Third Year	\$17.20	\$17.20
Fourth Year	\$17.86	\$17.86

**MINIMUM CALLBACK:** An employee called back to work shall receive a minimum of two (2) hours of pay or actual time worked, whichever is greater, at the overtime rate of time and one-half.

Longevity Pay: Starting July 1, 2021

5 Years of Continuous Service = \$.20 additional per hour

10 Years of Continuous Service = \$.40 additional per hour

15 Years of Continuous Service = \$.60 additional per hour

### SHIFT DIFFERENTIALS

2021-2023

\$ .65

Night shift shall be defined as any shift after 6:00 p.m. Employees on such shift shall receive the differential for the entire shift and throughout the school year.

### Section 3.

License Differentials	2021-2022; 2022-2023
Bus Mechanic/Licensed Electrician	\$1.15 per hour
Assistant Bus Mechanic	\$.30 per hour
Special Class Boiler	\$.20 per hour
Second Class Boiler	\$.25 per hour
First Class Boiler	\$.30 per hour
Chief Class Boiler	\$.40 per hour
CPO Pool	\$.30 per hour

**Bus Mechanic stipend shall increase to \$2.15 per hour after completion of 3 mechanical certifications and shall increase by an additional \$3.15 per hour (total of \$2.00 per hour) after completion of an additional 3 mechanical certifications, for a total of six (6) certifications.**

**School keepers who obtain any of the above licensures will receive the corresponding stipend upon notification of completion to the District Office. Additional consideration will be given in promotional hiring to school keepers of said license. Employees with a boilers license shall have first opportunity to perform building checks based on seniority.**

Section 4. District Health & Hospitalization Premium Contribution:

The District shall provide the following contribution toward the insurance premium payment:

	2021-2022	2022-2023
Single	\$8,411	\$8,916
Family	\$13,507	\$14,317

**Insurance contribution will be based on base contract time only, excluding extra time.**

Any contribution amount in excess of the premium cost will be deposited into an HSA and/ or VEBA account, as appropriate, for the benefit of the employee. (NOTE: If Employee chooses HSA account, the plan must meet Federal guidelines.)

Dental Insurance Note: The parties have agreed that employees will have access to the group dental coverage maintained by the school district at the employee's expense if individual employees can individually choose to participate or opt out of dental coverage. In the event that the dental insurance carrier requires all bargaining unit members to participate, dental coverage will not be available.

Employees hired before January 1 shall move to the next step on July 1. Employees hired January 1 or after shall move to the next step on July 1 of the following year.

Uniforms: The school district shall furnish each employee a uniform allowance each year. Uniforms shall be selected by the school district, with input from the custodial steward. A maximum uniform allowance of \$200.00 per employee each year will be provided. Employees will work in a clean and mended uniform. Employees may utilize the uniform allowance to purchase authorized uniform shirts, shoes, pants (including blue jeans), coveralls, or winter wear. Blue jeans shall not be black or faded.

New employees are eligible for uniforms, but will have the cost deducted from their last paycheck if they are let go without successfully completing the probation period.

Bus Mechanics will be reimbursed annually for the purchase of steel toed shoes upon presentation of a receipt.