

**INDEPENDENT SCHOOL DISTRICT #2687
HOWARD LAKE-WAVERLY-WINSTED SCHOOLS
HOWARD LAKE, MN 55349**

**SERVICE EMPLOYEES INTERNATIONAL LOCAL #284
CUSTODIAL CONTRACT**

July 1, 2020 through June 30, 2022

ARTICLE I PURPOSE

Section 1. Parties: This agreement, entered into between the school board of Independent School District No. 2687, Howard Lake, Minnesota, hereinafter referred to as the school board, and School Service Employees Local 284, SEIU, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereafter referred to as the PELRA, to provide the terms and conditions of employment for custodial maintenance and plant operational employees during the duration of this agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA of 1971, the school board recognizes School Service Employees Local 284, SEIU, as the exclusive representative for custodial maintenance and plant operational employees employed by the school board of Independent School District No. 2687, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this agreement

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

The employer shall inform the union office of names, addresses, email address, telephone number and work location of new employees as well as employees whose services to the district have increased their number of hours or days of employment making them eligible to be part of the unit as determined by the Bureau of Mediation Services.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and Conditions of Employment shall mean the hours of employment, the compensation therefore including fringe benefits, and the employers personnel policies affecting the working conditions of the employees as set forth in this agreement.

Section 2. Description of Appropriate Unit: For purposes of this agreement, the term custodial maintenance and plant operational employees 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 the lesser of 14 hours per week or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 full working days in any calendar year, and emergency employees. The school district shall be allowed to hire student help as needed. This section of the article is covered under 179A.03 Definitions, Subdivision 1-19 of the PELRA as amended.

Section 3. Part-time employee: Anyone who works less than regularly scheduled 2080 hours per year.

Section 4. Permanent Part-time employee: Anyone who regularly works less than 40 hours and more than 30 hrs. per week in 12 month positions. (Total of all district jobs) Benefits prorated per employee handbook.

Section 5. Other Terms: Terms not defined in this agreement shall have those meanings as defined by the PELRA.

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 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 as defined by PELRA.

Section 2. Management Responsibilities: The exclusive representative recognizes rights and obligations of the school board to efficiently manage and conduct the operations 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 as set forth in this agreement. 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, and all provisions of this agreement are subject to the laws of the State.

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 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 their 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 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. Employees in an appropriate unit shall have the right to 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 employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction.

The School District agrees to honor and implement all the terms of dues check off 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. Such dues shall be remitted to the Union monthly.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay: The wages and salaries reflected in Appendix A attached hereto, shall be a part of the agreement for the period commencing July 1, 2020, through June 30, 2022. Salary increases shall be effective on July 1 of each contract year.

Subd. 1. New Employees: The salary increase shall be effective upon the anniversary date (one year from date of employment) for the first year of employment.

Section 2. Seniority Rights: The board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees, and advancement or promotion. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled. The obligation to recall an employee who has been laid off shall expire at the end of one year from date of layoff. If a former employee elects not to return to work when recalled, they shall lose their seniority rights. An employee who is properly discharged or resigns shall forfeit their seniority rights, and in the event of re-employment, their seniority rights shall begin as of the date of their re-employment. Promotion will be based on seniority provided that the applicant is qualified for the position.

Section 3. Uniform Allowance: The employer shall reimburse the custodian for up to \$300 for the purchase of uniforms per work year. The uniform shall be the official dress while on duty. A blue shirt with sleeves, collar, and district identification (HLWW Public Schools), is required. Pants may be jeans or appropriate work pants. Shorts may not be purchased for district reimbursement, but may be worn during summer work at the approval of the building administrator. Shorts must not be worn when the custodian is doing work, which would require the legs to be protected. The employee (full time & permanent part time) will be responsible for the upkeep of the uniforms. Uniforms can be purchased and reimbursed at any time during the contract year. In addition, shoes, boots, or jackets as part of the uniform allowance.

Section 4. Cell Phone Allowance: The employer will reimburse building leads and the buildings & grounds custodian, who use their personal cell phone for school related business, at a rate of \$200 per year.

ARTICLE VII GROUP INSURANCE

Section 1. Health and Hospitalization:

Subd. 1. Selection: The selection of the insurance carrier and insurance policies shall be made by the school board.

Subd. 2. Health Insurance: The school district shall contribute \$6,707 for single and \$11,237 for family for the 2020-2021 school year; \$6,707 for single and \$11,237 for family for the 2021-2022 school year, to health insurance for full time custodians (permanent part time will be prorated), with additional cost being paid by the employee through a payroll deduction. The District and the Union may re-open this agreement upon mutual consent in the event that unanticipated changes in health insurance regulations substantially increase, alter, or impair the financial obligations of the District.

Subd. 3. Dental Insurance: The school district shall contribute the sum of \$350.00 for year 2020-2021; and \$350.00 for year 2021-2022 toward the cost of the premium of a dental insurance plan for each eligible custodian for the duration of this contract for single or family dental insurances, with additional cost being paid by the employee through a payroll deduction.

Section 2. Liability Insurance: The school board shall pay the total cost of the school district liability insurance for employees covered under this agreement.

Section 3. Life Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the school district.

Subd. 2. Life Insurance: Each employee, provided they work at least 20 hours per week, or more, is eligible to participate in the employer's group life insurance program and will be insured for \$20,000.00. The employer pays the entire premium for such coverage. Additional life insurance up to a total maximum of \$50,000.00 is available at the employee's expense.

Section 4. LTD Insurance:

Subd. 1. Income protection insurance of the standard 90 day type with 66 2/3% of the employee's regularly scheduled hours and salary being paid each month. The maximum monthly benefit paid shall be as outlined in the policy.

Subd. 2. For any employee receiving benefits from the policy and having accumulated less than 90 days, the sick leave payment will cease on the last date of accumulation and the LTD policy become effective on the 91st day.

Subd. 3. District to pay total premium towards LTD Insurance protection.

Section 5. Claims against the School District: It is understood that the school board's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no

claim shall be made against the school board as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution:

Subd. 1. An employee is eligible for school board contributions as provided in this Article as long as the employee is employed by the school board.

Subd. 2. Upon termination of employment, all board participation and contribution shall cease, effective on the last working day.

ARTICLE VIII LEAVE OF ABSENCE

Section 1. Sick Leave: All full time and permanent part time employees covered under this contract will be granted fifteen (15) sick leave days each year of service. Part time employees shall have this benefit prorated on an hourly basis.

Subd. 1. These days are earned at two (2) days per month for each full month worked up to a maximum of fifteen (15) total sick leave days for that year.

Subd. 2. Sick leave days may be accumulated from year to year up to a maximum of ninety (90) days for twelve-month employees, and seventy-five (75) days for other regular employees.

Subd. 3. The school district may require a medical doctor's certificate for used sick leave. The employee will be advised if a certificate is necessary.

Subd. 4. Sick Leave Bank: An employee may elect to participate in the use of a sick leave bank by donating up to 5 days of accumulated sick leave per year to the bank, as long as the employee has at least (30) days of unused sick leave in their own sick leave account. For the purposes of accessing the sick leave days in the bank, an employee must have exhausted all of his/her sick leave and meet the following criteria:

1. be a contributing employee and
2. the illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted and
3. be incapacitated from his/her duties due to serious personal health conditions of the qualifying person or members of their immediate family and,
4. must be known or expected to miss at least 5 consecutive days and,
5. must have his/her absence approved pursuant to standard attendance policies and
6. make a written application showing the need to the committee.

A committee made up of two employee group members and one employer representative will review applications for use of the sick leave bank.

Subd. 5. SICK LEAVE/HRA CONTRIBUTION

Beginning with the contract years of 2012-2013, the School District will convert sick leave days to cash at a rate of \$100/day with the following conditions: The School District will use the sick leave balance as of the end of each school year and the new

balance will reflect a reduction based on the number of sick days that have been converted to cash for all custodians. The payment will be made to a District approved Health Reimbursement Account (HRA) and in compliance with all IRS codes. The payment will be made within 60 days after the end of the school year on the following basis:

Accumulated Sick Leave	Amount
45-54 days accumulated sick leave	1 day (\$100)
55-70 days accumulated sick leave	2 days (\$200)
71-80 days accumulated sick leave	3 days (\$300)
81-90 days accumulated sick leave	4 days (\$400)

Section 2. Emergency Leave:

Subd. 1. A maximum of five days accumulated sick leave per year can be used when there is a death or serious illness of a member of the immediate family. (Immediate family shall include spouse, children, parents. The death of a brother, sister, grandparent, grandchild or in-laws [father, mother, sister, brother] would qualify for this leave.) Two sick days shall be allowed for the death or serious illness of a non-family member.

Subd. 2. Special provision for use of this leave may be granted for the serious illness of brothers, sisters, grandparents or grandchildren upon securing a recommendation of a physician stating that it is necessary that this employee attend to the needs of the above relative because other individuals are not available and/or suitable.

Subd. 3. Special consideration may be given for five days leave per year, as approved by the superintendent.

Section 3. Personal Leave:

Subd. 1. All full time and permanent part time employees working under this contract shall be granted two days of paid personal leave for personal business each year. Part time employees working under this contract shall be granted one day of paid personal leave each year. Two days may be carried over to the following year for a maximum storage of four days.

Subd. 2. The request for personal leave must be made 24 hours in advance of the leave, and be approved by the employee's supervisor.

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 incurred in the service of the school district 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 accumulated sick leave and/or vacation pay.

Subd. 2. _____ A deduction will be made from the employee's accumulated sick leave and/or vacation time according to the prorated 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.

Subd. 5. _____ An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall show their Worker's Compensation check to the school district prior to receiving payment from the school district for their absence.

ARTICLE IX HOURS OF SERVICE

Section 1. Basic Day: The basic day of full time employees is eight hours exclusive of one-half hour lunch period, unless district requires other hours.

Subd. 1. _____ Any permanent employee required to work eight (8) hours which are not consecutive, shall receive an additional \$3.00 for each such day.

Subd. 2. _____ In the event of emergencies, the regularly scheduled work day may be changed by the supervisor of the employee.

Section 2. Work Week: The basic work week of full time employees shall be five (5) consecutive days consisting of eight (8) hours each and a total of 40 hours weekly. In the event of an emergency, the basic work week may be changed by the employee's supervisor for the period covering the emergency.

Section 3. Lunch and Break Time: Two 15-minute breaks will be allowed as a part of an 8 hour day. Lunch time will be one-half hour during the work day, but it is not a part of the 8 hour day for any employee.

Section 4. Overtime: All work over 40 hours shall be paid at the overtime rate of time and one-half. Overtime must be approved by administration. All work performed on Sunday shall be paid at double time rate, including week-end building checks on Sunday. All building checks on holidays shall be paid double time rate.

Subd. 1. Custodians are required to have a minimum of a Special boiler license, if they are performing building checks in a building where a boiler is part of the mechanical system, and must be past their probationary period of employment in order to perform building checks at any district building.

Section 5. Night Shifts: shall be defined as a shift ending after 7:00 p.m. or starting after 3:00 p.m. Any custodian working the night shift shall be paid \$.65 per hour night shift override.

Subd.1. A holiday shall be considered time worked for purposes of compiling overtime pay.

ARTICLE X VACATIONS AND HOLIDAYS

Section 1. Vacations:

Subd. 1. Each 12-month employee (permanent part time will be prorated) will be granted a vacation period on the following basis:

After 90 days (probation period)	5 days
After 1 year	10 days
After 3 years	13 days
After 5 years	15 days
After 10 years	20 days
After 15 years	23 days
After 20 years	25 days

Subd. 2. When a recognized holiday falls within an employee's paid vacation period, the employee shall receive an additional day of paid vacation.

Subd. 3. 50% of a custodian's vacation days may be taken at any time, if approved by immediate supervisor 14 days in advance. The remaining 50% of the vacation days must be taken when school is not in session, and must be approved by immediate supervisor 14 days in advance. Vacation days shall be prorated according to years of service. Vacation days carried over to the next contract year (over the maximum of 25), must be used within six months. If not used within six months, the custodian may submit to the payroll office to cash in up to a maximum of ten vacation days at his/her daily rate of pay, in lieu of losing the vacation days. Days cashed in may be deposited in the custodians VEBA/HSA account or may be taken as salary.

Section 2. Holidays: There shall be 12 paid holidays for full time and permanent part time employees covered under this agreement.

Subd. 1. The following days will be observed as holidays:

Presidents Day
Good Friday
Memorial Day
Independence Day
July 3 or 5 (determined each year depending on day of week)
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day

Subd. 2. Employees who are called upon to work on a holiday shall be paid double time.

Subd. 3. _____ When a recognized holiday falls on a Saturday, the employees shall receive Friday preceding the holiday off. When a recognized holiday falls on a Sunday, the employees shall receive the Monday after the holiday off. If school is in session on the Friday or Monday, a floating holiday shall be granted in lieu of the holiday, within six months.

ARTICLE XI JOB POSTING, SAFETY, UNION BUSINESS

Section 1. Job Posting: New positions or vacancies will be posted online and in each building for a period of 5 days on a bulletin board provided in the custodial/maintenance area. Applications of the interested parties should be sent to the Personnel Office.

The selection of the candidate for the position will be made in not less than 5 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 shall prevail for all positions, and it will be filled by the senior employee, provided that the senior employee is qualified. Employees accepting new job positions will have 30 working days as a probationary period.

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

If the parties agree, an expedited process may be used. During this process, the opening shall be posted, and a joint meeting time will be announced for any interested custodial employee to attend. Upon the posting being filled, the position held by the individual who took the job, shall be bid next, and so forth, until the final position remaining open, is posted externally.

Section 2. Safety: All regulations and laws of the State of Minnesota, the Federal Government, and OSHA governing the safety of employees and building occupants shall be complied with by the employer and employees.

Section 3. Union Business:

Subd. 1. _____ Time Off Provision – A public employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purpose of conducting the duties of the exclusive representative.

Subd. 2. _____ The union business representative(s) shall have the right to enter school property for the purpose of conducting union business. The business representative may confer with employees during work hours provided it doesn't interfere with the employee's normal work assignments.

Section 4. Hiring: As a general rule, an employee shall be hired at step A. When any new employee is placed above step A of this agreement, the chief steward shall be notified in writing of the reasons why.

ARTICLE XII

GRIEVANCE PROCEDURE

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

Section 2. Representative: The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his 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 state law.

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, a Sunday, or a legal holiday in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark – The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school board’s designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. 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 board’s designee.

Section 5. Adjustments of Grievance: The school board 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 an employee has a grievance, they should submit a written grievance on an official union grievance form provided by the steward to the Buildings and Grounds Supervisor. If the grievance is not resolved through informal discussion, the Supervisor shall give a written decision on the grievance to the grievant within five 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 five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall set a time to meet regarding the grievance within five days after receipt of the appeal. Within five days after the meeting, the superintendent or his 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 five 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 twenty days after receipt of the appeal. Within five 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.

Subd. 4. Level IV. Before a grievance may be submitted to arbitration upon disagreement at Level III, either party may request the Bureau of Mediation Services to mediate the dispute. It will then be the Mediator's responsibility to declare an impasse and to define the issue for arbitration.

Section 6. 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 7. Arbitration Procedures: In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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 ten 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 provision.

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall within five days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to M.S. 179.70, Subd. 4, providing such request is made within thirty days after request for arbitration. The request shall ask that the appointment be made within ten days after the receipt of said request.

Subd. 4. Submission of Grievance Information. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward

to the arbitrator with a copy to the opposing party, the submission of the grievance which shall include the following:

- 1) The issue involved.
- 2) Statement of the facts.
- 3) Position of the grievant.
- 4) The written documents relating to Section 5, Article XII of the grievance procedure.
- 5) The opposing party may make a similar submission to the parties of information relating to the grievance five days before 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 ten days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject however to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 7. Expense. 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 and at the expense of the requesting party. The parties shall share equally fees and expenses of the arbitrator consistent with applicable statutes and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The party ordering a copy of such transcript shall pay for such copy.

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 arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. 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 XIII PROBATION, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period:

Subd. 1. Any employee under the provisions of this agreement shall serve a probationary period of ninety (90) calendar days of continuous service in the school

district, during which time the school district shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated. Union dues assessments are effective during this period.

Subd. 2. Employees promoted to a specialist position involving a higher pay rate shall serve an initial 30-day working probation in that classification. During this probationary period the district may revert the employee to the previous position. The employee shall also have this right.

Section 2. Discipline and Discharge:

Subd. 1. The school district shall have the right to discipline employees for just causes. An employee who has completed the probationary period and who is disciplined shall have access to the grievance procedure. Disciplinary action by the employer may include the following actions:

- 1) Oral reprimand
- 2) Written reprimand
- 3) Suspension without pay
- 4) Discharge

Subd. 2. Employees who are to be discharged or suspended shall be notified in writing within two (2) calendar days of such action together with a statement of the reason(s) for discharge or suspension, a copy of which shall be sent to the union representative and steward.

Subd. 3. Grievance Procedure: A written reprimand, suspension, or discharge of an employee may be processed through the procedures of grievance. (Article XII).

ARTICLE XIV RETIREMENT AND RESIGNATION

Section 1. A two-week written notice shall be required of an employee if he wishes to resign in good standing. If proper notice is not given any vacation, holiday, and sick leave pay benefits are forfeited at the time of termination. The two-week notice may be waived at the discretion of the school district in cases of emergency.

Section 2. Two-week written notice shall be given an employee if he is to be laid off.

Section 3. If proper notification is given for a resignation or retirement, accrued vacation pay will be granted.

Section 4. Insurance

Subd. 1 Health Insurance - Employees who retire and are enrolled in the district group health and hospitalization plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility if they are receiving a disability benefit or an annuity from a MN

Public pension plan as outlined in Minnesota Statute § 471.61.

Subd 2 Dental Insurance - Employees who retire and are enrolled in the dental Insurance plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility if they are receiving a disability benefit or an annuity from a MN public pension plan as outlined in Minnesota Statute § 471.61.

ARTICLE XV MISCELLANEOUS

Section 1. Savings Bond Deduction: The district shall provide payroll deductions for savings bonds to all employees who so desire. This deduction will be made from the first paycheck of each month.

Section 2. Any provision where the word "he" is used shall mean "he/she".

Section 3. Both parties agree that in the interest of efficient operation that a system of operation be established. The employees covered under this agreement and the employer agree that in the chain of command the employees are responsible to perform services required upon request of the acting supervision. There shall be no more than one acting supervisor responsible for directing the employees. It is further understood by both parties that any requests from teachers, principals or any other employee of the district shall be requested to the acting supervisor and delegated by the acting supervisor.

Section 4. There shall be established a committee of equal employer-employee representation that shall meet quarterly to discuss and implement, when possible, resolution to any problems which may affect an efficient operation of custodial and maintenance services covered by this agreement. The quarterly meetings may be waived upon mutual agreement of both parties. The intent of these meetings is to maintain a good working relationship.

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing July 1, 2020, through June 30, 2022, 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 other wise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement. In the event negotiations are not completed by June 30, 2022, terms of this contract will remain in full force and effect.

Section 2. 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 3. 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 provisions of this agreement or the application of any provision thereof.

Section 4. Effect: This agreement constitutes the full and complete agreement between the school board and the exclusive representative representing the employees under this contract. The provisions herein relating to terms and conditions of an 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.

ARTICLE XVII ANNUITY MATCH BENEFIT

Section 1. Employees who are regularly employed at least thirty (30) or more hours per week with the School District shall be eligible to participate in a 403b matching contribution plan pursuant to M.S. 356.24.

Section 2. The School District will match eligible annual employee's contributions based on the completion of the following years of full-time employment in the School District.

Section 3. The following chart describes the details of payment.


Yrs of Service	Employer Max Annuity 20-22
1-5	\$300
6-10	\$500
11-15	\$700
16+	\$900

Section 4. The School District shall contribute annually an amount equal to the amount contributed by the employee. This amount shall not exceed the maximum amount outlined in this subdivision. The maximum career matching contribution by the School District shall be \$15,000.

Section 5. A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the school year for the employee to participate in the 403b Matching Contribution Plan for the school year.

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

For School Service Employees
Local 284 SEIU
450 Southview Blvd.
South St. Paul, Minnesota 55075



Union Representative


Steward

Date 9.10.20

For Independent School
District 2687
Howard Lake-Waverly-Winsted Schools
Howard Lake, Minnesota 55349


Superintendent of Schools


Negotiator


Negotiator (Clerk)

Date 9/14/20

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