

# **MASTER AGREEMENT**

between

**Le Sueur - Henderson  
Public School District #2397**

and

**Service Employees International Union  
Local 284**

**Custodians & Maintenance Employees**

**July 1, 2023 – June 30, 2025**

**LE SUEUR-HENDERSON PUBLIC SCHOOLS - ISD 2397**



**115 1/2 N. 5TH STREET, SUITE 200  
LE SUEUR, MINNESOTA 56058**

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## ARTICLE I PURPOSE

**Section 1. Parties:** THIS AGREEMENT is entered into between Le Sueur – Henderson Public Schools, Independent School District No. 2397, hereinafter referred to as the District or the School District, and Service Employees International Union Local 284, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA to provide the terms and conditions of employment for Custodians and Maintenance Employees during the duration of this Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition:** In accordance with the PELRA, the District recognizes Service Employees International Union Local 284 as the Exclusive Representative for Custodians and Maintenance Employees employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA, and as described in this Agreement.

**Section 2. Appropriate Unit:** The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the PELRA, and in certification by the Director of Mediation Services (BMS).

## ARTICLE III DEFINITIONS

**Section 1. Terms and Conditions of Employment:** Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

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

**Section 3. District or School District:** For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

**Section 4. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

**Section 5. Full-Time Employee:** Full-time employee is to mean all employees who are on a 12-month, 35- hour work week. This definition shall apply except as specifically noted elsewhere in the Agreement.

## ARTICLE IV SCHOOL DISTRICT RIGHTS

**Section 1. Inherent Managerial Rights:** The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2. School Board Responsibilities:** The Exclusive Representative recognizes the right and obligation of the District to efficiently manage and conduct the operation of the 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 District 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 District. The Exclusive Representative also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of District 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 District.

## ARTICLE V EMPLOYEE RIGHTS

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Right to Join:** Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of

negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the District.

**Section 3. Dues Check Off:** Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document.

The Union must indemnify the District, including reasonable attorney fees and litigation costs, for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

**Section 4. Union Access to Information:** Within twenty calendar days from the date of hire of an employee, the District will provide the following contact information to the Union: name, job title, worksite location (including location within a facility when appropriate), home address, work telephone number, home and personal cell phone numbers on file with the District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for, and whether the position is a nine (9) month or twelve (12) month assignment. The District will provide this information to the Union in a format acceptable to the Union.

On request and every 120 calendar days, beginning on January 2, 2024, the District shall provide to the Union in an Excel file or similar format agreed to by the Union the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the District; date of hire; and work email address and personal email address on file with the District.

The District must notify an exclusive representative within twenty calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

**Subd. 1.** It is in the interest of the employer and the union for all newly hired employees to be informed of their rights, obligations and the benefits of their employment with the District. Accordingly, the District shall inform the union representative and steward(s) of all new hires immediately upon hire.

**Section 5. Union Orientation:** The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at

individual or group meetings. All employees participating in these meetings will be in pay status. The District will provide at least ten days notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

**Section 6. Union Access:** The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, consistent with the District's generally applicable technology use policies.

The District will allow the Union to meet with bargaining unit members in District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such use does not interfere with the District's business operations and the Union complies with District security protocols. The Union may be charged for maintenance, security, and other costs associated with the use of District facilities that the District would not have otherwise incurred.

## **ARTICLE VI RATES OF PAY**

**Section 1. Rates of Pay:** The wages and salaries reflected in this article shall be a part of the Agreement for the period commencing July 1, 2023 through June 30, 2025 and thereafter until a successor agreement is negotiated and ratified.

During this contract period, employees hired before January 1, 2023 will advance one step effective July 1, 2023 and employees hire before January 1, 2024 will advance one step effective July 1, 2024. Any employee at Step 2 on the 2022-2023 schedule on July 1, 2023 will be placed on Step 3 effective July 1, 2023 and advanced one step on July 1, 2024.

**Section 2. Withholding Salary Advancement:** The District reserves the right to withhold salary increases. This shall not be done without just cause, proper notice, sufficient evaluation, and opportunity to be heard. The performance of probationary employees will be evaluated in writing by their immediate supervisor at the completion of six months employment and again after one year of employment. Thereafter, written evaluation will be provided annually. No employee will receive annual salary increases or increments until said evaluation has been signed by the employer and employee. The employee's signature shall evidence neither agreement nor disagreement but shall evidence only the fact that the employee has read and understands the evaluation.



### **Section 3. Wages:**

#### **Subd. 1:** Wage Scales

Step	2023-2024	2024-2025
3	16.42	--
4	17.37	17.37
5	18.46	18.46
6	19.50	19.50
7	20.54	20.54
8	21.84	21.84
9	22.88	22.88
10	23.66	23.66
11	24.50	24.50

**Section 4. Certification Bonus:** Employees possessing any of the listed certifications will be compensated accordingly.

- Special Boiler License: \$0.15 per hour
- Second Class Boiler License: \$0.25 per hour
- First Class Boiler License: \$0.65 per hour
- Chief Boiler License: \$0.80 per hour
- Limited Power License: \$0.55 per hour
- Low Voltage License: \$0.40 per hour
- Unregistered Licensed Electrician: \$0.40 per hour
- Certified Non-Licensed Electrician: \$0.25 per hour

**Section 5. Position Bonus:** Employees assigned an evening shift or Team Leader position will be compensated accordingly.

- Evening Shift Differential: \$0.50 per hour
- Building Team Leader: \$1.50 per hour

**Section 6. Position & Certification Bonuses for Employees Hired Prior to July 1, 2014:** Teresa Scott will continue to receive the Building Team Leader Bonus she qualified for on July 1, 2014.

**Section 7. Required Licenses – Custodial and Maintenance Classification:** All employees in the Custodial and Maintenance Classification shall be required to obtain and maintain at least a Special Boiler License within two (2) years from the date of employment. Employees shall not be subject to discipline if the district does not allow the opportunity to attend the required class or classes.

**Subd. 1. Cost:** The District shall pay the actual cost of the boiler license and renewal fees. Employees must provide proof of cost/payment to the school district.

**Subd. 2. Compensation:** Employees will be paid an additional hourly stipend according to Article VI Rates of Pay, Sections 4 & 5 of this Agreement.

**Subd.3. License Requirement:** The daytime Maintenance position and the nighttime Maintenance/Grounds position must both have and maintain at least a 2<sup>nd</sup> Class Boiler License.

**Section 8. Changing Positions:** Current employees transferring, being promoted, or filling a newly created position, will receive a one dollar and fifty cents (\$1.50) per hour increase to their current wage per classification move when moving to a higher classification. Employees moving to a lower classification will incur a one dollar and fifty cents (\$1.50) per hour decrease per classification move to their current wage when moving to a lower classification.

**Section 9. Overtime:**

**Subd. 1. Rate:** Time and one-half (1½) shall be paid for all work over forty (40) hours in a week to all personnel.

**Subd. 2. Sundays:** The district will establish regular weekly schedules for all employees which may include Sunday. If a custodian is required to work on a Sunday and Sunday is not included on the custodian's regular weekly schedule, any Sunday hours that do not qualify for overtime pay will be compensated at a rate of time and a half (1.5x) of the custodian's regular hourly rate of pay.

**Subd. 3. Commencement Rate:** A double-time rate of pay will apply for Commencement set up and take down work on Memorial Day weekend.

**Subd. 4. Approval:** All overtime must be approved in advance by the Director of Buildings & Grounds.

**Section 10. Weekend Boiler Check:** If needed, one employee may be assigned each weekend to perform weekend boiler check and maintenance in each building.

**Subd. 1. Compensation:** \$30.00 per each weekend per each building in which the employee performs required services.

**Subd. 2. Emergencies:** In the event of emergencies, the employee on Weekend Boiler Check shall call his supervisor and, if authorized by the supervisor, may expend over one hour on such emergency. Compensation for time over one hour shall be time and one-half (1½), based upon the employee's regular compensation rate.

**Subd. 3. Substitute:** If a custodian prefers not to perform the scheduled boiler check, the custodian may secure a substitute among the other custodians to perform the duty for him/her provided that the substitute custodian so selected is approved by the supervisor to perform the boiler check.

**Section 11. Temporary Assignments:** The School District shall pay custodial employees who have been given a temporary assignment in a higher job classification at the higher rate of pay if the temporary assignment exceeds ten (10) consecutive workdays. The higher rate shall begin on the eleventh (11<sup>th</sup>) consecutive workday and shall be retroactive to the first (1<sup>st</sup>) continuous day of the temporary

assignment.

**Section 12. Non-School Events:** Upon submitting a supervisor-approved employee request form to the School District Business Office, work performed for non-school events for which the School District charged a fee, the employee shall accrue compensation time and be paid an evening shift differential rate in addition to regular hourly wages for evening, Saturday and/or Sunday assignments.

**Section 13. Weekend Duty:** When there are duties to be performed on weekends above and beyond the normally scheduled work week within a building, it shall be assigned to employees of said building that are covered by the Agreement and shall be rotated among those employees first prior to picking and selecting another person from another building. The employee will accrue compensation time and shall be paid a shift differential in addition to their basic hourly salary after submitting a supervisor-approved employee request form to the District Business Manager.

**Section 14. Call Back:** When any employee is called back to work on a weekend, in the evening, or the early morning prior to school starting and after regular shift, (not to be defined as extending a regular shift), the employee shall receive:

- (1.) A minimum of one and one-half (1½) hours of pay at time and a half (1½) their regular hourly rate of pay.
- (2.) The rate of pay will be double the rate of their regular hourly rate of pay for any call back time between 12:00 midnight and 4:00 A.M.
- (3.) To be included in regular hourly rate of pay shall be the evening shift differential only when working in the evening.

**Section 15. Payment of Salaries:** Payroll will be directly deposited into the employee's chosen financial institution account on the last business day on or prior to the 15th and 30th day of each month.

**Section 16. Hilltop Mileage Stipend:** An annual stipend of one hundred and fifty dollars (\$150.00) will be paid in two semiannual installments (\$75.00 on December 30 and \$75.00 on June 30th) to the Custodian assigned to the Hilltop building in Henderson to compensate for the use of his/her personal vehicle in the running of light errands and duties as only directed by the employee's supervisor. In general, the district advises against the use of personal vehicles in the execution of duties. This stipend will be discontinued per need at the discretion of the Director of Buildings and Grounds or at such time as a district vehicle becomes available for such purposes. This stipend is not compensation for the transportation of the employee between assigned sites. Said Custodian will provide a copy of a certificate of insurance for his/her personal vehicle that is used as authorized in this section.

**Section 17. Inclement Weather Closings:** For the first two days of school closing due to inclement weather, employees covered under this contract shall earn one compensatory day each, for a total of two, if they work a full shift on that day. If the State of Minnesota enacts permanent legislation regarding inclement weather and school closings the terms will apply to employees under this agreement in the same manner as other district employees.

**Section 18. Longevity:** Employees who have completed the following years of service in the bargaining unit and have spent at least one contract year on the top step on the wage schedule shall receive a longevity payment as shown in the table below in addition to the basic wage rate set forth above. To qualify for a year of service the employee must have started their employment prior to December 31 of that

fiscal year and the service year must be completed by July 1.

Years of Service	2023-24 Differential	2024-25 Differential
20	\$.50	\$1.00

## ARTICLE VII 403(b) MATCHING CONTRIBUTION PLAN

**Section 1. Retirement Benefits:** The School District hereby agrees to establish a 403(b) retirement benefits program account for each member of this bargaining unit.

**Section 2. Eligibility:** Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who:

- has completed at least one (1) year of working experience in the School District,
- is employed an average of at least twenty (20) hours per week,
- and at least nine (9) months of each calendar year pursuant to the provisions of this article.

**Section 3. Matching Amount of School District Contribution:** The School District agrees to contribute one dollar in matching funds for every one dollar (\$1.00) contribution made by each employee into an individual 403(b) retirement account.

**Section 4. Maximum Annual Contribution:** The maximum annual school district matching contribution shall be four hundred and thirty dollars (\$430.00). The District contribution may not exceed the amount specified by statute.

**Section 5. Time of Contribution:** The District matching contribution amount shall be made at the same time as the individual contribution by the staff member. The School District will deduct from the employee's paycheck the amount that the employee has agreed to pay in equal payroll deductions per paycheck, over the course of the employee's work year, or will match the staff member's contribution, whichever is less.

**Section 6. Vendors:** Participation in the benefits of this article is limited only to employees who select one of the School District approved vendors.

**Section 7. Payment:** The employee's contribution shall be made by payroll deduction.

**Section 8. Unpaid Status:** An employee on unpaid leave status may not participate in the provisions of this article.

**Section 9. Applicable Statutes:** The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

## ARTICLE VIII GROUP INSURANCE

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

**Section 2. Eligibility:** Full benefits provided in this article are designed for full-time employees. Full time employee is to mean all eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

**Section 3. Health and Hospitalization Insurance Coverage: Defined Contribution:** The District shall contribute \$6,700 per year single and \$10,800 per year family for health insurance for each full-time employee employed by the School District who qualifies for and is enrolled in insurance coverage in the School District's group health and hospitalization insurance plan.

**Section 4. Plan Options:** Employees may choose from any of the plans offered by the School District.

**Section 5. Income Protection:** The District shall provide and pay the full cost of providing a program of income protection of full-time employees through disability insurance under which full-time employees may be included and which will compensate those persons covered thereby to the extent of not less than two-thirds (2/3) of the covered person's monthly salary but effective after thirty (30) days' disability and payable to age seventy (70).

**Section 6. Life Insurance:** The District shall pay in full the cost of a \$50,000 term life insurance policy for all full-time employees employed under this Agreement in the District who desire such coverage.

**Section 7. Duration of Insurance Contribution:** An employee qualified for insurance coverage is eligible for District contributions as provided in this Article as long as the employee is employed by the District on paid status and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all District participation and contribution shall cease effective on the last working day.

**Section 8. Claims Against the School District:** The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 9. Policy Terms and Conditions:** The terms and conditions of the group insurance policies provided for hereunder shall not be decreased during the term of this Agreement.

**Section 10. Policy Review:** The insurance coverage provided hereunder shall be reviewed by the representative of the insurance carrier with the employees at least annually.

**Section 11. Insurance Revision:** The benefits of the health, life or disability policies will not change without approval of the Exclusive Representative.

**Section 12. Early Retirement:** Subject to the requirements of the insurance carrier, all full-time employees who have worked for the District a minimum of fifteen continuous years and are at least 55 years of age at the time of retirement and choose to take early retirement shall be allowed to remain as a part of existing group health insurance plans in the District until they become eligible for Medicare. The employer shall pay the same contribution toward the health insurance premiums under said group plan, from time to time as it pays for active employees up to a maximum cap of \$50,000. The employee taking early retirement shall pay the premium difference which payment shall be made promptly to the District and in accordance with whatever payment schedule is in effect.

**Subd.1.** Employees hired after October 1, 2009 are not eligible for this benefit.

**Section 13. Flex Insurance Plan:** The District shall have the right to offer a flex insurance plan with no obligation of the custodial union members to participate.

## **ARTICLE IX LEAVES OF ABSENCE**

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

**Subd. 1. Earning:** All employees shall earn sick leave at the rate of one (1) day for each month of service over the course of the employee's work year in the District. Should an employee's employment terminate, annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

**Subd. 2. Accumulation:** Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee.

**Subd. 3. Use:** Sick leave with pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

**Subd. 4. Medical Certificate:** In the event of illness of more than three (3) days, the District may require an employee to furnish a medical certificate from a qualified physician or surgeon as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay and/or return to work. If the District feels that sick leave is being abused by an employee, the Superintendent and Union Steward (in conjunction with the Exclusive Representative) will consult and collaboratively resolve the situation. In the event that a medical certificate will be required, the employee will be so advised in time to acquire the same.

**Subd. 5. Deduction:** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. The employee will be able to access the Employee Smarts Systems (ESS) to review available sick leave.

**Subd. 6. Approval:** Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available in each building office.

**Section 2. Leave of Absence:** A leave of absence may be granted by the District for a period of up to one year at the District's discretion for due cause shown. Applications must be submitted to the Board of Education for their approval. The applicant shall receive no remuneration during the leave period.

**Subd. 1. Reinstatement:** The District shall place the applicant in his/her former or equal position upon the completion of the leave of absence, and he/she shall be entitled to all benefits in the current contract they qualify for at the time of return which he/she had earned at the time his/her leave of absence commenced.

**Subd. 2. Extension:** All requests for extensions or renewals of leaves of absence shall be applied for and granted in writing two (2) months prior to the end of such leave. If the leave is less than two (2) months the request for the extension shall be submitted two (2) weeks prior to the end of such leave. To comply with the requirements of the PERA, any employee covered by these regulations wherein his/her accumulated sick leave is entirely used and he/she is not able to return to his/her normal duties because of illness, may be provided with a temporary leave of absence not to exceed one (1) calendar year.

**Subd. 3. Notification of Intent:** Employees who have been granted a leave of absence must notify the School District two (2) months prior to the end of such leave, whether or not they intend to return to their position. If the leave is less than two (2) months the notification of intent shall be submitted two (2) weeks prior to the end of such leave. Failure of the employee to notify the District by the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

### **Section 3. Bereavement Leave:**

**Subd. 1. Immediate Family:** As determined by the Superintendent, an employee may be granted one (1) to five (5) days paid leave in the event of death in the employee's immediate family. Immediate family shall include the employee's wife/husband, children, sisters, brothers, brother-in-law, sister-in-law, parents, father-in-law, mother-in-law, grandparent or grandchildren.

**Subd. 2. Non-Immediate Family Members:** Funeral leave of up to one (1) day per school year shall be granted for funerals of friends and other persons not listed in Article IX, Section 3. Such leave shall not be accumulative.

### **Section 4. Childcare Leave:**

**Subd. 1. Use:** A childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

**Subd. 2. Request:** An employee making application for childcare leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

**Subd. 3. Medical Statement:** An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

**Subd. 4. Duration:** In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

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

**Subd. 5. Reinstatement:** An employee returning from childcare leave shall be reinstated in a position for which he/she is qualified unless previously discharged or laid off.

**Subd. 6. Failure to Return:** Failure of the employee to return by the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

**Subd. 7. Salary and Fringe Benefits:** Leave under this section shall be without pay or fringe benefits.

**Section 5. Emergency Leave:** As determined by the Superintendent, an employee may be granted one (1) to five (5) days paid leave in the event of an emergency in the employee's family. Prior to taking such leave, written application shall be made for such emergency leave to the Superintendent of Schools. In case such application is based upon illness in the immediate family, the application shall include a physician's statement evidencing the existence of such illness if so, required by the Superintendent.

**Section 6. Workers' Compensation:** Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Section 7. Family Medical Leave Act (FMLA):** FMLA leave shall be granted pursuant to applicable law.

**Section 8. Jury Duty:** An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

**Section 9. Military Leave:** Military leave shall be granted pursuant to applicable law.

**Section 10. Unpaid Leave:** In cases of serious extenuating circumstances, unpaid leave may be granted for other purposes at the discretion of the Superintendent.

**Section 11. Insurance Application:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave or Family Medical Leave of Absence (FMLA) from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained



## ARTICLE X HOURS OF SERVICE AND DUTY YEAR

**Section 1. Basic Work Week:** A regular work week, Monday through Friday, shall consist of forty (40) hours exclusive of lunch, for full-time employees. When a Saturday, Sunday or Holiday work shift is needed in exchange for a Friday or other workday, employees will be given a two-week advance notice.

**Section 2. Part-time Employees:** The District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

**Section 3. Shifts and Starting Time:** All employees will be assigned starting time and shifts as determined by the District. When special events occur, the work shift of a custodian or custodians may change to accommodate the special event (for example, having a custodian or custodians work a late shift on a Wednesday night to cover a special school event).

Normally there will be no evening shift during summer months when school is not in session. In case there is a summer evening activity requiring custodial coverage, a volunteer or in the absence of a volunteer, the least senior custodian who is available (i.e., not on vacation, sick, disabled or otherwise occupied) will work the assignment.

**Section 4. Lunch Period:** Employees shall be provided a duty-free lunch period of one-half (1/2) hour on each day employed.

**Section 5. Shift Breaks:** Employees shall be permitted a one (1) ten (10) minute shift break during each four (4) hour shift. No more than two (2) employees shall participate in such breaks at the same time.

**Section 6. School Closing:** Employees shall, providing weather permits, report to work when school is canceled. Employees who report and work six (6) hours shall receive no wage reduction provided they make up the other two (2) hours within the current school year. In the event the individual chooses to make up the additional two (2) hours at a later date, the makeup time shall be scheduled by the employee's supervisor. Employees not working that day or days will either lose a full day's pay or take a vacation day.

**Section 7. Duties:** Each employee in the District shall receive a Working Agreement at least thirty (30) days prior to the beginning of the contract year outlining the qualifications, duties, and responsibilities of the said employee.

## ARTICLE XI HOLIDAYS

**Section 1. Paid Holidays:** Full time employees shall be granted the following eleven (11) paid holidays: LABOR DAY, THANKSGIVING, CHRISTMAS, NEW YEARS DAY, GOOD FRIDAY, MEMORIAL DAY, FOURTH OF JULY and four (4) floating holidays to be established at the time of approval of the school calendar. The Union Steward will notify the School District Business Office of the Floating Holiday dates prior to July 1 of each year.

**Section 2. Working on Holidays:** Double time (twice the employee's regular hourly rate) shall be paid for any work performed on any of the designated paid Holidays, and time and one-half shall be paid for any work performed on any of the four (4) floating holidays.

**Section 3. Weekends:** Any holiday that falls on a weekend will be observed on a day established by the School district.

**Section 4. School in Session:** In the event that the employer conducts regular school classes on President's Day that day shall not be a holiday, but another day designated by the employer, shall be set aside and granted as a paid holiday; provided, further that the employee is at work on the last working day before said holiday and on the first working day after said holiday unless said employee is on some form of approved leave.

## ARTICLE XII VACATION

**Section 1. Eligibility:** All custodian/maintenance employees will be eligible for one (1) paid vacation day per year. If a less than 12-month full-time employee should go on a 12-month contract, the vacation time will be based upon pro-rated full time previously worked.

**Section 2. Additional Earned Vacation:** An employee who has used no more than one (1) sick day during the previous work year shall receive one (1) additional vacation day for use during the following school year. A day is defined as the same number of hours as the contracted workday. Any days beyond the one (1) will be at no pay, but compensatory time can be used. Prior to taking such leave, written application to the supervisor shall be made.

**Section 3. Full Time Employee Vacation:** Full-time employees will be granted vacation as determined by the following schedule:

Vacation Days	
Years in District	Day(s) of Vacation Accrued
0 Years	1 Day
1-3 Years	11 Days
4 Years	12 Days
5 Years	13 Days
6 Years	14 Days
7 Years	15 Days
8 Years	16 Days
9 Years	17 Days
10 Years	18 Days
11 Years	19 Days
12 Years	20 Days
13 Years	21 Days

Said vacation period to a maximum of ten (10) working days will be granted during the summer months with the timing of the balance of said vacation period over and beyond ten days to be granted at the District's discretion.

**Subd.1. Duration and Time:** Employees may apply to the District for variations as to duration and time of the year for their vacation. In the event that a number of employees apply for vacation time at the same time, so that a conflict arises, precedence shall be determined by order of first application.

**Section 4. Advanced Unaccrued Vacation:** After six (6) months of employment with the district, a full-time employee in this unit may use 5 days of unaccrued vacation. If that employee separates or is terminated from employment prior to his/her 1-year anniversary, the days of paid but unaccrued vacation will be deducted from his/her final check from the district.

**Section 5. Accrued Vacation Pay:** Upon voluntary termination of employment, employees who have completed the probationary period shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of the Article; however, if the employee is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

**Section 6. Less Than Full Time Employees:** Employees employed on less than a full-time basis but employed nine and one half (9½) months or more during the year shall receive paid vacation to be taken during the summer. The vacation pay shall be prorated in accordance with the percentage of annual custodial hours worked to annual custodial hours worked by a full-time custodial employee.

**Section 7. Carry Over:** An employee may carry over five (5) days of vacation from the previous year. This is non-cumulative. The time vacation is taken will be pending supervisor approval on each occasion.

### **ARTICLE XIII**

#### **PROBATIONARY PERIOD, DISCIPLINE, AND DISCHARGE/RESIGNATION**

**Section 1. Probationary Period:** An employee shall serve a probationary period of six (6) months of continuous service in the School District. During which time the School District shall have the unqualified right to discharge such employee. 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 regarding any other provisions of the Agreement alleged to have been violated.

No employee shall be discriminated against by either the School District or the Exclusive Representative because he/she is or is not a member of Local #284. Employees who are advanced from a part-time status to a full-time status shall be subject to the six-consecutive month probationary period herein provided for but if found unsatisfactory and discharged other than for cause as above set forth they shall revert to their previously attained status as part time employees.

**Section 2. Probationary Period; Change of Classification or Part-Time to Full-Time:** Beginning July 1, 2014, in addition to the initial probationary period, an employee promoted to a different classification shall serve a new probationary period of six (6) months in any such new classification. During this six (6) month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

**Section 3. Completion of Probationary Period:** An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

**Section 4. Discipline:**

**Subd. 1. Types:** The District will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- Oral reprimand
- Written reprimand
- Suspension with pay
- Suspension without pay
- Discharge

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

**Subd. 2. Conference:** A conference between the employee and his/her supervisor shall be held prior to the imposition of a written reprimand, suspension with pay, suspension without pay, demotion or discharge. All will be in written form.

**Section 5. Resignation:** A two (2) week notice shall be required of an employee if he/she wishes to resign. A two (2) week notice shall be given an employee if he/she is to be laid off.

**Section 6. Discharge:** Until an employee has worked a six-consecutive month probationary period, he/she shall be subject to discharge at the sole discretion of the employer. Thereafter, the employer may discharge at any time for cause.

No employee shall be discriminated against by either the employer or the Union because he/she is or is not a member of Local #284. Employees who are advanced from a part-time status to a full-time status shall be subject to the six-consecutive month probationary period herein provided for but if found unsatisfactory and discharged other than for cause as above set forth they shall revert to their previously attained status as part time employees.

## **ARTICLE XIV**

### **SENIORITY, REDUCTION OF FORCES & VACANCIES**

**Section 1. Seniority Date:** Employees shall acquire seniority upon completion of the probationary period, and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, the seniority ranking for such employees shall be determined by the order in which the employees were listed on the School Board Minutes.

**Section 2. Seniority Rights:** The District will recognize seniority rights as to order of layoff and recall. In addition, the District may consider the employee's qualification for the particular duties involved. An employee who is properly discharged or resigns shall forfeit his seniority and in the event of re-employment, the employee's seniority rights shall begin as of the date of his/her re-employment. In

the event of layoff and recall, full-time employees shall not be bumped by part-time employees with more seniority.

**Section 3. Vacancies:** New positions or vacancies within the grade classification of the employee involved and of more than thirty (30) days in duration will be posted for a period of five (5) days and the most senior qualified applicant will be assigned the position within five (5) days after the closing of the posting.

## **ARTICLE XV GRIEVANCE PROCEDURE**

### **Section 1. Definitions:**

**Subd. 1. Grievance:** A "grievance" shall mean an allegation, in writing, by an employee resulting in a dispute or disagreement between the employee and the District as to the interpretation or application of terms and conditions of employment contained in this Agreement.

**Subd. 2. Grievant(s):** The word, "grievant(s)," shall mean an individual employee, a group of employees, or the exclusive representative who/which files a grievance as defined in Subd. 1. above.

**Subd. 3. Days:** Any reference to the word, "days," regarding time periods in this procedure shall refer to days other than Saturday and Sunday. Days designated as legal holidays by State or Federal law shall not be counted in determining time periods.

**Section 2. Representative:** The grievant(s), administrator(s), or District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

### **Section 3. Interpretations:**

**Subd. 1. Extension:** Time limits specified in this Agreement may be extended by mutual written agreement.

**Subd. 2. Days:** Reference to days regarding time periods in this procedure shall refer to calendar working days. Days designated as legal holidays by State or Federal law shall not be counted in determining time periods.

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

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a dated postmark of the United

States Postal Service within the time period.

**Section 4. Time Limitation and Waiver:** A Grievance shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within fifteen (15) 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 District's designee.

**Section 5. Resolution of Grievance:** The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) 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 (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen 15 days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**Section 7. Denial of Grievance:** Failure by the School Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance and the grievant(s) may appeal it to the next level.

**Section 8. Arbitration Procedures:** In the event that the grievant(s) and the School Board are unable to resolve

any grievance, the grievance may be submitted to arbitration as defined in this article.

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved grievant(s), and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration.

The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided in this article shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information:** Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the District, the submission of the grievance which shall include the following:

- (1.) The issues involved.
- (2.) Statement of the facts.
- (3.) Position of the grievant.
- (4.) The written documents relating to Section 5, Article XII of the grievance procedure.

The District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

**Subd. 6. Decision:** Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

**Subd. 7. Expenses:** Each party shall bear its own expenses in connection with arbitration including

expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made at the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a 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 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 in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XVI MISCELLANEOUS**

**Section 1. Uniforms:** The District requires that all custodial employees wear uniform shirts.

**Subd. 1. District Provision:** The District will provide five (5) shirts per employee per year.

**Subd. 2. Allowance:** The employee shall receive an annual allowance for the purpose of work uniform pants and work shoes in amounts not to exceed:

(1.) Custodians and Maintenance: Three hundred dollars (\$300.00)

**Subd. 3. Reimbursement:** The employee shall be entitled to draw against said allowance upon furnishing a claim for reimbursement supported by receipts with reference to the expenses incurred for work uniform pants and work shoes.

**Section 2. Medical Examinations:** All employees covered under this Agreement shall be required to undergo a physical examination prior to employment, including a Mantoux Test and x-rays as required by law. The District will pay for such examinations plus required x-rays and laboratory fees.

**Section 3. Eye Glass Repairs and Replacements:** The District shall reimburse employees the actual expense of replacing or repairing eyeglasses that are broken or damaged while performing services for the School District. Such repair or replacement shall be in kind and of quality equal to that being repaired or replaced. If the employee desires to upgrade, change, or alter his/her glasses subject to repair or replacement, the additional cost, over replacement or repair in kind, shall be borne by the employee.



**Section 4. Student Supervision:** Supervision or discipline of students shall not be the duty of the employees under this contract. The employees shall however, report to the proper authorities those infractions of rules, which would lead to destruction of property or a danger to one's self or others.

**Section 5. Workshop Costs:** All full-time employees are encouraged to improve their proficiency in building maintenance. To that objective, the District will pay all course fees and mileage (use of District vehicle, if available) for such offerings in area vocational/technical or other institutions. All courses, workshops and seminars must have the prior approval of the District Buildings and Grounds Director. The District agrees to pay employees their actual hourly rate of pay for hours in attendance at workshops or courses that are mandated and/or required by the District.

## **ARTICLE XVII DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing July 1, 2023 through June 30, 2025 and thereafter as provided by 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 ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

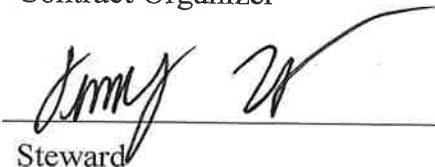
IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

**SERVICE EMPLOYEES**

**INTERNATIONAL UNION LOCAL 284**



Contract Organizer



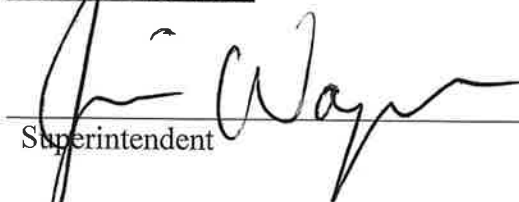
Steward

1/12/24

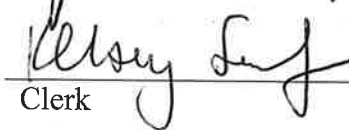
Date

**LE SUEUR - HENDERSON PUBLIC**

**SCHOOLS: 2397**



Superintendent



Clerk



Chief School Board Negotiator

2/5/24

Date