



Achieving success, one student at a time!

**2021-2023
AGREEMENT**

Between

**INDEPENDENT SCHOOL DISTRICT NO. 283
St. Louis Park, Minnesota**

and

**SCHOOL SERVICE EMPLOYEES
SEIU LOCAL 284, CTW**

Custodial/Maintenance Personnel

Effective July 1, 2021 – June 30, 2023

Board Approved: March 22, 2022

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ARTICLE 1- PURPOSE

1.1. Parties:

This AGREEMENT is entered into between the St. Louis Park Public Schools, Independent School District No. 283, St. Louis Park, Minnesota hereinafter referred to as the School Board or the District, and School Service Employees, SEIU 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 P.E.L.R.A. of 1971 to provide the terms and conditions of employment for custodial/maintenance personnel during the duration of this Agreement.

ARTICLE 2 - DEFINITIONS

2.1. School Board or District:

For purposes of this Agreement, the term District or School Board shall mean the School Board or its designated representative.

2.2. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A. of 1971.

ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

3.1. Recognition:

In accordance with P.E.L.R.A. of 1971, the School Board recognizes School Service Employees, SEIU Local 284, as the exclusive representative of custodial/maintenance personnel employed by the School Board of Independent School District No. 283, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

3.2. Appropriate Unit:

The exclusive representative shall represent all custodial/maintenance personnel of Independent School District No. 283, St. Louis Park, Minnesota, who are employed for more than 14 hours per week and for more than 67 work days per year, including those on leave of absence who are guaranteed a position upon their return, excluding supervisory employees and confidential employees who devote more than 50% of their time to administrative or supervisory duties, and all other employees excluded by P.E.L.R.A. of 1971.

ARTICLE 4 - SCHOOL DISTRICT RIGHTS

4.1. Inherent Managerial Rights:

The parties recognize 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, selection, direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

4.2. Management Responsibilities:

The parties recognize the right and obligation of the School Board 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 District.

4.3. Effect of Laws, Rules and Regulations:

The parties recognize that all employees covered by this Agreement shall perform the services prescribed by the District. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders from time to time as deemed necessary insofar as such reasonable rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the Minnesota Department of Education, and valid rules regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any custodial/maintenance employee or the employee's 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.

5.2. Right to Join:

Custodial/maintenance personnel shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

5.3. Request for Dues Deduction:

Custodial/maintenance personnel shall have the right to request and be allowed dues check off for the exclusive representative provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to P.E.L.R.A. of 1971. Upon receipt of a properly executed authorization of the employee involved (examples of which include paper authorization, electronic authorization or audio-recorded phone authorization), the District will deduct from the employee's paycheck the dues or premier dues that the employee has agreed to pay to the exclusive representative during the period provided in said authorization. The Union will notify the District of the dues to be deducted from each employee's pay. Deductions shall be made over 24 pay periods and transmitted to the designated exclusive representative. The District shall furnish to the exclusive representative monthly an alphabetized list of employees from whom such deductions have been made. The District agrees to honor and implement all the terms of the dues-checkoff authorizations submitted by the Union and agreed to the employees. The District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

The Union agrees that the District's only obligation is to deduct and remit the dues indicated by the Union to be deducted from each employee's pay. The Union agrees to save the District harmless from any actions growing out of these deductions and assumes full responsibility for the disposition of funds so deducted once they have been remitted by the District.

5.4. Direct Deposit: The District shall allow direct deposit to a credit union or other eligible banking institutions that accept standard ACH deductions.

5.5. Personnel Files:

Pursuant to M.S. §122A.40, Subd. 19, all evaluations and files relating to each individual employee shall be available during regular school business hours to said employee upon reasonable notice. The employee shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein. The District may destroy such files as provided by law.

5.6. Employee Information:

Not later than September 15 of each school year, the District shall provide the Union with a bargaining unit list of employees including name, home address, work location, classification, number of hours normally scheduled to work in a week, wage schedule placement, date of employment and electronic mail addresses. The District shall inform the Union and the Union Steward(s) of all new hires within seven (7) calendar days of hire and shall provide the Union with the employee information specified in this section.

5.7. Union Orientation:

The District shall permit a Union-designated representative to meet with each newly hired employee for not less than fifteen (15) minutes within the first fourteen (14) calendar days of the new employee's first day of employment. This meeting shall occur during the newly hired employee's regularly scheduled hours of work and the employee shall be in pay status. This meeting is not to interfere with the new employee's normal work. The District shall provide new employees with the name and contact information for the Union steward. The District shall also give each new employee a Union orientation packet prepared by the Union.

ARTICLE 6 - THE WORK YEAR

6.1. Employee Duty Days:

The employee shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority has determined to conduct school.

6.2. School Closings:

When an emergency closing has been declared by the District, all custodial/maintenance employees who reported for, and completed their assigned shifts, shall receive an additional day off as compensation. It is understood that this additional day of compensation shall not be deducted from the employee's vacation or sick days. This additional day off may be taken with permission of the Facilities Manager and preferably during the student summer months or non-instructional days for students.

- A. If all other 12-month employee groups are required to work, custodial/maintenance employees shall not receive an additional day off, unless similar compensation is provided to the other groups.
- B. Personnel unable to report for duty or working less than a full shift will be paid but must elect to have their non-work time charged against their sick leave accrual, vacation accrual, or emergency leave. Employees having no leave or vacation days will not be paid.
- C. Notwithstanding the preceding conditions, the Facilities Manager may schedule a nonpaid Saturday work opportunity for affected personnel, following which the participants' leave or vacation deduction would be restored. Employees normally scheduled for Saturday work could make alternate arrangements.

6.3. Holidays:

- A. Holidays shall include:

Independence Day	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Dr. Martin Luther King, Jr. Day
The day after Thanksgiving	President's Day
Christmas Eve	Spring Holiday (Friday of Spring Break)
Christmas Day	Memorial Day

- B. School in Session: The District reserves the right, if school is in session, to cancel the above holidays and establish another holiday in lieu thereof. If school is in session on any of the designated holidays as provided in this Section and another day off is provided in lieu thereof, overtime shall not apply on the designated canceled holiday, and the employee shall be compensated at regular rates of pay. Any scheduled holiday, which falls within an employee's vacation period, shall not be counted as a vacation day.
- C. Eligibility: In order to be eligible for holiday pay, an employee must have worked the employee's regular workday before and after the holiday unless the employee is on paid leave or vacation under the provisions of this Agreement.
- D. Application: For purposes of this Article, it is understood and agreed by the parties that holiday pay shall be allowed only to those custodial/maintenance personnel who are employed at least six (6) or more hours per day.

ARTICLE 7 - THE WORK DAY

7.1. Work Hours:

The specific work hours for each employee may vary according to the needs of the custodial/maintenance program of the District. The hours will be designated by the Facilities Manager. Split shifts may be assigned with the consent of the employee.

7.2. Additional Activities:

Custodial/Maintenance personnel are obligated to accept assignments beyond the regular work hours as required by the District. An effort will be made to obtain volunteers and such assignments will be equitably rotated insofar as it is practicable.

7.3. Work Week:

The normal work week for full-time custodial/maintenance employees shall be 40 hours per week, eight (8) hours per day. Second-shift employees other than the night lead in secondary buildings housing community service centers shall work Saturday and/or Sunday as required.

ARTICLE 8 - BASIC COMPENSATION

8.1. Rates of Pay 2021-22 and 2022-23:

- A. The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the 2021-22 school year, and the wages and salaries reflected in Schedule B, attached hereto, shall be part of the Agreement for the 2022-23 school year, subject to the right of the School Board to withhold increases in the form of increments for just cause.
- B. Custodial/Maintenance personnel shall advance on the salary schedule one (1) step each year of the agreement subject to the right of the Board as defined in this Section to withhold step increases for just cause. For the purpose of this section the employee also must have been actively paid on the payroll at least (a) 1000 hours if the employee is a 12-month, 40-hour per week employee, or (b) 50% of the hours for that person's FTE, if the employee is a less than 12-month or less than 40 hour per week employee. This annual step increase will not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. An action withholding this annual step increase shall be subject to the grievance procedure.
- C. Effective July 1, 2021, if the employee holds the proper license for the position held as specified in the wage appendix of this contract, the employee will advance an addition step, up to two steps per year up to step 12, subject to the provisions in 8.1.A above. The withholding of the additional step increase in 8.1.C, shall not be grievable beyond Step 2 of the grievance procedure, if the District can show that the employee does not hold the proper license.

8.2. New Employees:

A new employee shall be eligible for step advancement on the following July 1, if employed prior to January 15. An employee hired after January 15 shall be eligible for any salary schedule increase in the current step rate on July 1, but shall not be eligible for step advancement until the following July 1. Thereafter, such a new employee shall be subject to all provisions of this Article.

8.3. Method of Payment:

- A. Custodial/maintenance personnel regularly employed shall receive their salary in 24 equal payments; with paydays to be on the 15th and the last day of each month. The District may choose to move payroll to 26 payments and pay every other Friday. In the event the District

plans to move pay dates, it will give the Union not less than six (6) months of notice and meet and confer on the plan for implementing the change.

- B. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.

8.4. Deduction:

In the event that a custodial/maintenance employee is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be one (1) hour's pay for each hour's absence. Deductions for absences of less than a full day shall be prorated accordingly. If an employee leaves employment and has used more days than credited for sick or vacation, then the pay deduction will be made from the final check.

8.5. Step Placement with a Promotion:

Custodians who subsequently move to a promotional assignment within the unit will be placed at the step that produces at least a 5% promotional increase per pay classed moved to the new classification (movement from CLS 2 to CLS 3 = at least 5%, movement from CLS 3 to CLS 5 = at least 10%, etc.) but not to exceed the employee's current step number.

ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENT

9.1. Overtime:

Scheduled overtime work in excess of 40 hours worked on evenings, Saturdays, Sundays, or designated holidays, shall be paid at the rate of time and one-half, except as otherwise designated in Article 6.3.B. and Article 7.3.C.

- A. **Guaranteed Minimum:** Overtime, as defined above, which runs contiguous to regular employment times, shall be paid only for the hours actually worked. Overtime on a call-back basis for unscheduled work on an emergency basis (not contiguous to regular employment), shall be paid as noted above with a guaranteed minimum of two hours, except that Sundays and holidays shall be at double time. For purposes of this Subdivision it is understood and agreed by the parties that this statement shall not apply to regularly scheduled building checks and those services covered by Article 9.1 and Article 7.3.
- B. **Outside Crew:** Personnel assigned to the outside crew shall also serve as replacements for absent building custodians only in the event of an emergency situation. In the event they are not notified of second and third shift assignments before reporting to work at 6:00 A.M. for their regular duties, they shall be paid at the rate of time and one-half for the time period from 6:00 A.M. to 8:00 A.M., with the subsequent eight hours at straight time.

9.2. Working in a Higher Classification:

In the temporary absence of a higher classified employee in this bargaining unit or a Building Operations Coordinator (BOC), the employee who holds the proper license and is assigned by the Facilities Manager or designee as the replacement for this absence shall be paid a \$1.00/hr premium per level of classification (e.g., *movement from CLS 2 to CLS 3 = \$1.00/hr movement from CLS 3 to CLS 5 = \$2.00/hr*) If the assignment to be covered is the Grounds Crew Lead or Night Lead at the High School, Middle School or Central the payment will begin as of the first day. Other positions covered will begin as of the third day of absence covered. If the assignment is known to be three or more days from the start, then the premium pay will start day one of the assignment.

9.3. Jury Duty:

An employee who serves on jury duty will 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 kept by the employee. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

9.4. Night Pay:

- A. Custodial employees in Class 1 or Class 2 assignments who are regularly employed between the hours of 6:00 P.M. and 12:00 midnight shall receive thirty-five (\$.35) per hour above the salary schedule rates for the months so employed.
- B. Custodial employees in Class 1 or Class 2 assignments who are not regularly employed between the hours of 6:00 P.M. and 12:00 midnight shall receive at Night Differential of thirty-five cents (\$.35) per hour for shifts starting on or after 2:30 PM.
- C. Custodial employees in Class 1 or Class 2 assignments who are regularly employed between the hours of 12:00 midnight and 6:00 A.M. shall receive fifty cents (\$.50) per hour above the salary schedule rates for the months so employed.
- D. Effective starting July 1, 2022, the Grounds Foreman and the Night Custodial Forman positions in Class 5 who are regularly assigned to a large building (Central, MS, HS) will receive an additional \$.50/hr premium.

9.5. Building Check Pay:

The District shall pay time and one-half for up to one and one half hours (1.5 hrs) for each elementary or secondary building check insofar as such building checks are authorized and required by the District.

9.6. Clothing Allowance:

The District will reimburse custodial/maintenance personnel for the purchase of job-related clothing to a maximum of \$240.00 per year. Payments shall be processed on or about September 1st of each fiscal year. Employees may purchase their own work pants and be reimbursed as part of the annual max. The District will select a vendor for shirts, jackets or other SLP logo items. Items purchased through approved vendors or approved work pants will go against the \$240 annual limit. Uniforms shall be similar in color and style throughout the District. If a new employee leaves the district within the first 12 months, they must return their uniforms provided for that year or will be assessed the cost of the uniforms on their final check.

The details of provided uniforms or reimbursement will be addressed through Labor-Management meet and confer discussions.

9.7. Small Building Without Night Lead Person Differential:

In buildings where there is no Night Lead, one person will be designated by the Facilities Manager to receive a Small Building without Night Lead Differential of thirty-five cents (\$.35) per hour.

9.8. License Premiums: Effective July 1, 2022, in addition to the hourly pay rates in Schedule D, employees will receive the following additional payments for obtaining specified licenses:

- Specialist Boiler License \$.25/hr
- Second Class Boiler License \$.50/hr
- First Class Boiler License \$.75/hr
- Chief's Boiler License \$1.00/hr

The boiler license premiums will not be stacked or cumulative. Employees will receive the premium pay for the highest level of valid boiler license held.

An employee who holds a valid Pool Operator License and is regularly assigned to a location that has a pool that is being operated and maintained will receive a Pool Operator License premium of fifty cents per hour (\$.50/hr). An employee who holds a valid Pool Operator License and is regularly assigned to a location that does not have a pool will receive a Pool Operator License premium of twenty-five cents per hour (\$.25/hr) and may occasionally be assigned to cover at a site with a pool as needed. The Pool Operator License premium will be paid to employees with a Second Class Boiler License or higher and will be in addition to the Boiler License Premium.

ARTICLE 10 – VACATIONS

10.1. Eligibility:

This Article shall apply to employees who are regularly employed on a 12-month basis and 40-hour week on a regular assignment and shall not apply to 9 1/2 month or part-time employees.

10.2. Earned Vacation:

Full-time employees under these provisions shall accrue vacation as follows:

- 5/6 (.83333) of a day for each month of service for each year during the first four years of service (0-3 years completed) in the District, to a maximum of 10 days in any one year.
- 1 1/4 (1.25) days for each month of service for each year after completing four (4) years of service in the District, to a maximum of 15 days in any one year.
- 1 2/3 (1.66667) days for each month of service for each year after completing ten (10) years of service in the District, to a maximum of 20 days in any one year.

In addition to the above accrued days, employees shall be granted additional vacation days according to the following schedule:

- Upon completion of 16 years - 1 additional day to total 21 days
- Upon completion of 17 years - 2 additional days to total 22 days
- Upon completion of 18 years - 3 additional days to total 23 days
- Upon completion of 19 years - 4 additional days to total 24 days
- Upon completion of 20 years - 5 additional days to total 25 days

Note: employees hired prior to Oct 1, 2019, will be eligible for a maximum of 30 day of vacation upon completion of 30 years of employment in the School District.

Effective July 1, 2022, the vacation accrual process will be as follows:

- 0 – 3 year completed = 15 days (or .057692 days of vacation per days paid)
- 4 – 9 years completed = 17 days (or .065385 days of vacation per days paid)
- 10 – 15 years completed = 23 days (or .088462 days of vacation per days paid)
- 16 – 19 years completed = 25 days (or .096154 days of vacation per days paid)
- 20 plus years completed = 27 days (or .130846 days of vacation per days paid)

All daily vacation accrual calculations are based on 5 days per week for 52 weeks or 260 days per full year.

Note: employees hired prior to Oct 1, 2019, will continue to be eligible for a maximum of 30 day of vacation upon completion of 30 years of employment in the School District.

10.3. Application:

- A. Vacation is accrued in the contract/fiscal year from July 1 through June 30. Vacation days cannot be taken until the days have been approved in advance by the District Facilities Manager or designee. Employees will request vacation time off by putting this request into the District's online time off system.
- B. An employee shall be entitled to receive the pro rata pay for unused vacation time provided such employee provides the District with at least two weeks advance written notice of the employee's resignation time, to the employee's supervisor or Human Resources, unless such termination is by reason of death or disability. There will be no vacation payout if the employee resigns within the first year of employment. If an employee resigns having used more vacation than they have accrued, the employee shall have the salary paid for any vacation days taken deducted from the employee's final check. The maximum payout under this section will be up to a maximum of 15 days of pay.

10.4. Other Vacation Rules:

- A. Employees may be allowed to split their vacation into less than full days at the discretion of the District Facilities Manager.
- B. Employees will be allowed to take their vacation while school is in session, upon the approval of the District Facilities Manager or designee. Vacations requested with less than five (5) days notice in advance will typically not be approved, unless an Emergency precluded the ability to request the time off in advance. Vacation requests for the last week of school or the five (5) days before the start of a new school year will typically not be approved. All vacation requests are subject to ability to cover shifts and meet department needs. It is recommended that vacation request be put in as early as possible to provide time to cover and the best chance of being approved.
- C. An employee shall not forfeit vacation under the rules of this section if a vacation request consistent with this section is denied by the District.
- D. Vacation accrued as of June 30 of each year must be taken no later than January 31 of the following contract year, unless otherwise approved in writing by the District. Vacation will not be carried over from year to year except as noted above. There will be no payment in lieu of vacation, except as otherwise provided in Section 10.3.B hereof.

ARTICLE 11 - GROUP INSURANCE

11.1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the District. Opportunity shall be afforded to the Union to meet and confer on such matters. The District shall contribute toward a portion of the premium for health insurance for the 2021-2023 Health Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees who are eligible under Section 11.9 of this article may enroll in any of the Employee, Employee+1, or Family coverage options. The employee shall pay the difference through payroll deduction between the District contribution listed below and the total cost of the health plan coverage selected.

11.2. Employer Contribution:

The District will contribute up to the following amounts to the coverage selected by eligible employees who are employed at least 6 (six) or more hours per day:

A. District Health Insurance Program Non-Deductible/Standard Co-pay:

District Contributions Standard-Plan A	Employee	Employee + 1	Family
July 1, 2021	\$590	\$1,240	\$1,635
July 1, 2022	\$590	\$1,240	\$1,635
July 1, 2023	\$590	\$1,240	\$1,635

B. District Health Insurance Program Deductible/VEBA:

District Contributions VEBA-Plan B	Employee	Employee + 1	Family
July 1, 2021	\$620	\$1,280	\$1,695
July 1, 2022	\$635	\$1,315	\$1,745
July 1, 2023	\$650	\$1,340	\$1,780

***contribution amounts for 7-1-2023 will be subject to bargaining in the 2023-2025 bargaining cycle.**

For eligible employees who select the \$1,000 Deductible Health Insurance Plan, the District will deposit \$1,000 annually into an employee owned Health Reimbursement Account (HRA) during active employment. The District will deposit that amount by September 1 of each the plan year.

11.3. Dental Insurance:

The District shall contribute toward a portion of the premium for dental insurance for the 2021-2023 Dental Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either Employee or Family coverage options. The employee shall pay the difference between the District contribution and the total cost of the dental plan coverage selected.

District Dental Contributions	Employee	Family
July 1, 2021	\$56.35/mo	\$90/mo
July 1, 2022	\$56.35/mo	\$90/mo

In the event that a successor agreement has not been entered into by July 1, 2023, District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2022.

11.4. Group Income Protection – Long-Term Disability (LTD):

- A. The District will pay the premium for the LTD insurance in force on the effective day of this Agreement for all eligible custodial/maintenance employees who qualify for and are enrolled in the LTD plan.
- B. Subject to the provisions of the policy, the plan provides for a benefit payment of 2/3 (two-thirds) of basic income as provided in Schedule A and B hereof. The plan shall include a cost of living adjustment factor.

11.5. Life Insurance:

The District will provide a group term life insurance plan providing \$50,000 of life insurance for each eligible custodial/maintenance employee employed by the District who qualifies for and is enrolled in the life insurance plan.

11.6. Health Care Savings Plan in Lieu of Retiree Health Insurance:

- A. Employees hired after July 1, 2005, and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP). Upon completing five years of service, employees will be automatically enrolled in the plan before the first contribution is made by the District on their behalf. Employees hired prior to July 1, 2005 and eligible for health insurance coverage who previously elected to participate in this HCSP will continue with this program with the understanding that payments will not be retroactive prior to 2005 and that there is no re-election of the retiree health insurance program in Appendix B A11.6 in the future.
- B. Employees who have completed the required full years of service by June 30th of any year after 2005 and are eligible for health insurance coverage will receive the following annual contributions to the employee's HCSP account:
 - \$1,000 annually after five (5) full years of employment
 - \$2,500 annually after ten (10) full years of employment
 - \$5,000 annually after fifteen (15) full years of employment
- C. The maximum total District contributions to any employee's HCSP account will be \$50,000.

11.7. Claims Against the District:

It is understood that the District's only obligation under this Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.

11.8. Duration of Insurance Contributions:

An employee is eligible for monthly District contributions as provided in this Article as long as the employee is employed by the District in a position covered by this agreement and is working enough hours to meet the eligibility requirements of Article 11.9. Upon termination of employment, leaving a position covered by the Custodial unit or if the hours of work drop below .5 FTE, all Board participation and contribution shall cease effective at the end of the month following the last working day in an eligible position.

11.9. Eligibility:

- A. For purposes of this Article it is understood and agreed by the parties that group insurance District contributions shall apply only to those custodial/maintenance employees who are employed at least 6 (six) or more hours per day.
- B. The eligibility and employer contributions for employees working at least four (4) hours but less than six (6) hours shall be as follows:
 - The District contribution to the health insurance program shall be 1/2 the amounts in Section 11.2
 - Dental insurance as stated in Section 11.3.
 - Long Term Disability as stated in Section 11.4
 - Life insurance in 1/2 the coverage amount stated in 11.5.

ARTICLE 12 - LEAVES OF ABSENCE

12.1. Basic Sick Leave Allowance:

A leave allowance advance of twelve (12) days with pay shall be granted for each full school year provided an employee has served a minimum of twenty (20) working days each year and is employed at least six (6) or more hours per day. Effective 7/1/2022 with the change in vacation plan accrual rates, the leave allowance shall be ten (10) days with pay for each full school year. Leave not used during any school year may accumulate without limit. Individuals who are employed after the commencement of the school year shall receive basic leave on a pro-rata basis. Individuals leaving employment prior to end of the school year shall have their basic allowance pro-rated accordingly, and used but not earned sick leave shall be deducted from the employee's final check.

12.2. Sick Leave:

- A. A custodial/maintenance employee may use one (1) day of accumulated leave for each day of personal illness. The employee may also use sick leave in hourly increments for time missed due to less than full day absences for scheduled doctor appointments with three (3) days advanced notice and approval of the supervisor.
- B. Sick leave pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance at school and performance of duties on that day or days or as otherwise allowed in this Section.
- C. The District may require a custodial/maintenance employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave.
- D. In the event that a medical certificate will be required, the employee will be so advised.
- E. Sick leave pay shall be approved only upon submission of a signed request upon the authorized form available at the principal's or appropriate supervisor's office.
- F. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. § 181.9413).
- G. For necessary absence because of illness in the immediate family, or to receive or to provide assistance to the immediate family member in the event of domestic abuse, stalking or sexual assault, the custodial/maintenance employee, upon approval of the Director of Human Resources, may use up to twenty (20) of the days from accumulated leave allowance in any

one school year at no salary deduction. The immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandparent, grandchild and step parent, or as further defined by Minn. Stat. § 181.9413 .

- H. For necessary absence because of illness in the close family, the custodial/maintenance employee, upon approval of the Director of Human Resources, may use up to three (3) of the days from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean: son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the employee and who clearly stands in the same relationship with the employee.
- I. After accumulated sick leave has been used, and under conditions of a chronic or continuous illness or disability as certified by a medical doctor, an additional number of days of sick leave may be granted by the School Board.
- J. Eligible employees may access up to a maximum of 160 hours of accumulated and unused sick leave in a school year for the care of relatives in accordance with Minn. Stat. § 181.9413 and sections G, H and I of this Article.
- K. When a custodial/maintenance employee is injured on the job in the service of the District and collecting Workers Compensation insurance as well as drawing on sick leave and receiving full salary from the District, the employee's salary shall 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 the employee's accrued sick leave.
- L. At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits as long as the employee continues on long-term disability compensation.
- M. For purposes of this section it is understood and agreed by the parties that sick leave shall be allowed only to those custodial/maintenance personnel who are employed at least six (6) or more hours per day.

12.3. Emergency Leave:

- A. A custodial/maintenance employee may be granted emergency leave at the discretion of the Facilities Manager of no more than two (2) days per year, such leave to be deducted from the accumulated leave. Emergencies which qualify for use of this leave allowance are those extraordinary situations that arise requiring the employee's emergency attention which cannot be attended to when school is not in session and which are not covered under other policies. Effective 7/1/2022 with the change in vacation plan accrual rates, this leave allowance of two days per year will be removed.
- B. During the 2021-22 school year, requests for such leave must be made in the District's online time-off portal at least two (2) days in advance, except in cases of extreme emergency. If an emergency makes it impossible to submit a written request in advance, an oral request shall be submitted to the Facilities Manager and then confirmed in writing immediately upon the return of the employee. The request shall state the reason for the proposed leave. The Human Resource Director reserves the right to refuse to grant such leave.

- C. Effective July 1, 2022, in the case of religious holidays or extreme emergency, leave with pay under this section may be granted by the Director of Human Resources. An emergency day normally shall not be granted for the day preceding or the day following holidays or vacations and the first five (5) days and the last five (5) days of the school year.
- D. For purposes of this Section it is understood and agreed by the parties that emergency leave shall be allowed to those custodial/maintenance personnel who are employed at least six (6) or more hours per day.

12.4. Bereavement Leave:

Employees eligible for sick leave also may be granted up to five (5) days bereavement leave within a contract year for death in the immediate family or close family (as defined in Section 12.2). The amount of leave allowed under this provision is subject to the discretion of the Director of Human Resources and shall not be deducted from sick leave. Additional requests for Bereavement consistent with this section may be granted and days in excess of five Bereavement Leave (5) days would be deducted from available accumulated leave. Requests to be absent from work for other than immediate or close family (as defined in Section 12.2, may be granted based overall attendance and ability to cover the assignment. Any of these days granted would be deducted from available accumulated leave.

12.5. General Leaves of Absence:

- A. Custodial/maintenance employees with a minimum of three (3) years of experience in the District and employed at least six (6) or more hours per day may apply for an unpaid leave of absence subject to the provisions of this Section. The granting of such leave shall be at the discretion of the District.
- B. Such leave may be granted by the District for Peace Corps, Vista, extended illness of the employee, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the District.
- C. A custodial/maintenance employee on leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium, except as provided in Section 12.5.D, for such programs as the employee wishes to retain, commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the Business Office to pay to the District the monthly premium amounts in advance on such date as determined by the District.
- D. A custodial/maintenance employee on leave of absence due to extended illness or injury and who qualifies for LTD income protection payments shall be eligible for a continuing District premium contribution for the District Health Insurance Program for up to twenty-four (24) months from the commencement of the illness or injury.
- E. A custodial/maintenance employee on leave of absence under this Section shall retain such amount of sick leave days, experience credit and other accrued benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional sick leave, experience credit or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.
- F. For purposes of this Section it is understood and agreed by the parties that general leaves of absence shall be allowed only to those custodial/maintenance personnel who are employed at least six (6) or more hours per day.

12.6. Child Care Leave:

- A. The District shall grant upon request of the employee a child care leave, without pay, to one parent of a pre-school child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term child care shall include but not be limited to the period of time when an employee is pregnant.
- B. In event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize disability leave with pay during the period of disability. Thereafter, an employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.
- C. In the interest of planning for staffing, an employee seeking a child care leave shall notify the Human Resources office in writing, as soon as practicable, concerning the employee's plans relating to the period of absence for the child care leave, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.
- D. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent or her/his designee, taking into account the continuity of the custodial/maintenance program and the desires of the employee.
- E. In approving a child care leave of absence, the District shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to employment prior to the date designated in the approved child care leave.
- F. An employee returning from child care leave shall be reemployed in the same custodial/maintenance position and/or classification.
- G. A custodial/maintenance employee on child care leave is eligible to participate in those group insurance programs for which the employee was eligible prior to their child care leave. During the first twelve (12) weeks of child care leave the District shall continue to make its contribution toward the group insurance programs. After the twelve (12) week leave permitted by the Family and Medical Leave Act of 1993 it is the responsibility of the employee to make arrangements with the Business Office to pay the District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs: however, will terminate if the employee does not return to the District pursuant to this Section.
- H. Accrued Benefits: A custodial/maintenance employee on leave of absence under this Section shall retain such number of sick leave days, experience credit, and other accrued benefits, if any, at the time the employee went on leave for use upon the employee's return. No additional sick leave, experience credit or other benefits shall accrue for the period of time that a custodial/maintenance employee is on leave except as otherwise provided herein.
- I. A father or same sex partner following the birth of his/her child, may use up to five (5) days of accumulated sick leave. The leave must commence within the first twelve (12) months after the birth.

ARTICLE 13 - DEFFERRED COMPENSATION

13.1. Deferred Compensation Matching Program:

Eligible employees include (a) employees hired on or after July 1, 1999 and (b) employees hired prior to July 1, 1999 who elected this Deferred Compensation Matching Program and do not participate in the District Severance Pay Program (see Appendix B A13.1-A13.5). All regularly scheduled employees working 20 hours or more per week in the St. Louis Park District will be eligible to participate in the deferred compensation matching program. The District will match the amount an employee contributes up to the amounts defined in Section 13.1.C. District contribution will be on a prorate basis.

- A. Eligible employees must elect to participate in the deferred compensation program. Participation will continue at the same level until the Payroll Department is notified in writing of any changes.
- B. The District will pay its matching share of FICA taxes as provided in Minnesota Deferred Compensation legislation.
- C. Effective July 1, 2019, the District will match eligible employee contributions annually in the following amounts:
 - \$500 maximum: New employees to 4 years of completed service in the District.
 - \$750 maximum: Employees who have completed 5-9 years of service in the District.
 - \$1,000 maximum: Employees who have completed 10-14 years of service in the District.
 - \$1,250 maximum: Employees who have completed 15-19 years of service in the District.
 - \$1,500 maximum: Employees who have completed 20 or more years of service in the District.

ARTICLE 14 - VACANCIES AND TRANSFERS

14.1. Posting of Vacancies:

All permanent vacancies in full-time positions will be posted for a 10-day period.

- A. A permanent vacancy is defined as one anticipated to last more than six months. A temporary vacancy is defined as one anticipated to last less than six months. A position may be filled temporarily pending completion of posting and application procedures.
- B. Posting of vacancies shall contain the normal work hours, building location, and job title.

14.2. Application for Vacancies:

All employees under this Agreement may submit application in writing on the Human Resource Department online application for any vacancy which is posted pursuant to this Article.

14.3. Filling of Vacancies:

Notice of the candidate selected to fill the vacancy shall be given within 15 working days after the closing of the posting and the successful candidate shall begin the new position within 60 calendar days. In order to make a lateral move to a small building without a night lead, an employee must hold a valid second class boiler’s license prior to the first day of work in the small building.

14.4. Frequency of Movement:

Any employee successfully bidding on and subsequently serving in an opening of lateral movement or one with a lower classification, may not make another voluntary lateral or demotional move for the remainder of the school year in which the movement took place. Nothing in this section will prevent employees from applying for promotions at any time.

14.5. Application of Seniority:

In filling a vacancy in which one or more of the internal/employee applicants is in a lower classification than that being filled, all qualified applicants shall be considered and the selection shall be determined in accordance with Section 14.6 herein.

14.6. Promotion Positions:

For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay. In filling positions involving a promotion as defined in this Section 14.6, the position shall be filled by the District with the best-qualified candidate as determined by the District. In making its determination the District shall consider the employee's qualifications and aptitude for the position as well as the length of service with the District along with other relevant factors. The Union may ask for a review of the District's determination up to Level 2 of the Grievance Procedures.

In a promotional move, the employee shall obtain the boiler's license required for the position, when they are eligible to take the exam, for the specific boiler's license required for the new position.

14.7. Outside Applicants:

The District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications for the position.

14.8. Voluntary Transfers:

- A. Custodial/maintenance employees desiring a transfer shall submit a written request to the District Facility Manger stating the specific assignment or nature of the assignment and the school or schools preferred. Such request shall be acknowledged in writing.
- B. Each transfer applicant shall be notified of the status of that application on or before June 1st of the school year in which the request is made.

14.9. Administrative Transfers:

The District reserves the right to transfer personnel as conditions may require. Seniority and posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the exclusive representative's agent prior to final disposition.

ARTICLE 15 - LAY OFF

15.1. Procedures:

In the event of layoffs, custodial/maintenance personnel shall be terminated pursuant to the provisions of this Article.

15.2. Seniority:

For the purpose of this Article, all custodial/maintenance personnel shall have seniority commensurate with their total continuous years of service in this bargaining unit.

15.3. Lay Off and Recall:

The selection of employees for termination shall be made in reverse seniority order within the total bargaining unit, except in cases of inability of the employee to perform the duties of the assignment or in cases of termination for cause. Employees will be recalled in seniority order.

In the event of staff reduction, the employee whose job has been eliminated shall have the right, if qualified, to replace another employee within the total bargaining unit with lesser seniority. The employee so replaced shall then have the right to exercise his/her seniority and the process shall continue until all available positions are filled. Article 15.2 shall apply to all such position changes, except that if the performance of an employee who exercised seniority rights is unsatisfactory, the position shall be declared open. The displaced employee shall then compete with all other personnel in subsequent postings.

15.4. Lay Off Application:

An employee on lay off shall retain seniority and right to recall within classification in seniority order for a period of eighteen months after date of lay off.

15.5. Termination of Seniority:

Seniority rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after eighteen consecutive months of lay off.

15.6. Ties in Seniority:

In case of layoffs, in the event of a tie in seniority, the tie shall be broken by lot. This tie breaker shall apply only to lay off situations and shall not be applicable for any other purposes in this contract.

ARTICLE 16 - PROBATIONARY PERIOD

16.1. Initial Probationary Period:

The first twelve (12) months of continuous service an employee is in a position covered by this agreement will be the initial probationary period. During this initial probationary period, the District shall have the unqualified right to discharge such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure in the event the District ends the employment during probation. A probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. The District may extend this initial probationary period beyond the first 12 months for the following reasons:

A. Class 2 positions: The District may extend the initial probationary period for up to an additional twelve months, if a Class 2 employee does not possess a Special Class Boiler License. This extended probationary period will end upon the employee earning the Special Class License and the employee will become a regular employee. If the employee does not have a Special Boiler License at the conclusion of the extended probationary period, the District will either

1. Terminate employment,
2. Demote the employee to a Class 1 position.

B. Class 3 or above: The District may extend the probationary period for up to eighteen months for a Class 3 or above employee, if the employee does not possess a Second Class Boiler License at the conclusion of the initial 12-month probationary period. This extended probationary period will end upon the employee earning the Second Class License and the

employee will become a regular employee. If the employee does not have a Second Class License at the conclusion of the extended probationary period, the District will either:

1. Terminate employment,
2. Demote the employee to a Class II position (if the employee has a Special License) or to a Class I position (if the employee does not have a Special License).

16.2. Probationary Period - Change of Classification:

An employee who has completed the initial probationary period in 16.1 and who transferred or promoted to a different classification shall serve a new probationary period of ninety (90) calendar days in any such new classification, of which at least 45 days of the probationary period must be when school is in session. During this ninety (90) calendar day probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to the employee's former classification.

16.3. Completion of Probationary Period:

An employee who has completed the initial probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the initial probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure. An employee whose initial probationary period has been extended pursuant to Section 16.1.A or 16.1.B and is suspended without pay, discharged or otherwise disciplined without just cause shall have access to the grievance procedure. Failure to obtain the Special License pursuant to Section 16.1.A or Second Class License pursuant to 16.1.B constitutes just cause.

16.4 License Requirements

A. The following boiler license is required of each employee:

1. Class 1 – no license required;
2. Class 2 – Special License;
3. Class 3 and higher – Second Class.

B. A newly hired employee who does not possess the required license may have their initial probationary period extended pursuant to Section 16.1.

C. A current employee who transfers into or is promoted into a different classification must either possess the license required for the position or obtain the license in accordance with the following requirements:

Class 2 Positions: If promoted into a Class 2 position, the employee must obtain a Special Class License within twelve months of being promoted into the position. If the employee does not obtain a Special Class License within this twelve month period, the District will demote the employee to a Class I position.

Class 3 or above Positions: If promoted into a Class 3 or above position and the employee does not have a Special License, they must obtain a Special License within twelve months of being transferred or promoted into the position. If the employee does not obtain the Special License within this period, the District will demote the employee to a Class 1 position.

If the employee does obtain the Special License, then the employee must then obtain a Second Class License within eighteen months of obtaining the Special License. If the employee does

not obtain the Second Class License within eighteen months, the District will demote the employee to a Class 2 position.

If an employee promoted into a Class 3 or above position possesses a Special License at the time of promotion, that employee must obtain a Second Class License within eighteen (18) months of being transferred or promoted into the position. If the employee does not obtain the Second Class License within this eighteen (18) month period, the District will demote the employee to a Class 2 position.

D. Demotions due to failure to obtain and / or maintain proper license constitutes just cause, except to the extent that an individual might be able to show disparate treatment or disparate application of the provisions of this section by the School District. Before an employee would be demoted, they will be given the opportunity to show that they do in fact possess the proper license.

ARTICLE 17 - EMPLOYEE EVALUATION

17.1. Evaluation:

All formal evaluations of employees shall be conducted openly and with full knowledge of the employee concerned by an administrator or supervisor of the District. It is understood that formal evaluation of employees shall not be performed by a member of the appropriate unit.

17.2. Procedure:

Formal evaluations of personnel shall be in writing or online system. Two (2) copies of the written evaluation shall be submitted to the employee at the time of personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the employee. When using an online evaluation process, the employee will be given access to the online evaluation and be able to review and sign online. In the event that the employee feels that the evaluation was incomplete or unjust, the employee may put those objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. In lieu thereof, the employee may file a grievance under the grievance procedure stating the evaluation was factually inaccurate. All evaluations shall be based-upon valid criteria.

ARTICLE 18 – CORRECTIVE ACTION

18.1. Corrective Action:

The District recognizes the concept of progressive discipline. The purpose of the taking corrective action through progressive steps of discipline is to inform the employee of the correct way to perform the job and of any consequences for not making needed changes. The corrective action process consists of informal and formal steps consisting informal coaching conversations and of formal actions of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) termination. The employee shall be allowed representation at any stage of formal discipline. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay or termination.

Normally, District will utilize the levels of progressive discipline in order. However, in the case of more serious infractions, the District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. Normally, a written warning and time to correct, when appropriate, will precede a suspension without pay or termination.

18.2. Grounds for Disciplinary Action:

The imposition of an oral reprimand shall not be subject to the grievance procedure. An employee may challenge the contents of any written materials pursuant to the provisions of Article 5.5 herein. An employee shall receive a written reprimand, be suspended without pay or terminated only for just cause and such action shall be subject to the grievance procedure. This provision does not preclude or supersede the provision contained at Article 16.1 herein.

18.3. Opportunity to Meet:

Suspension without pay or termination of employment shall be imposed only by the Superintendent. If a suspension without pay is to be considered pursuant to Section 2 hereof, the employee shall be afforded an opportunity to meet with the Superintendent. The employee may elect to have representation in attendance at any such meeting. In the absence of the Superintendent, another District Office administrator may act as the Superintendent's designee for purposes of this section.

18.4. Subject to Arbitration:

Suspension without pay or termination of employment shall take effect only after written notification from the Superintendent to the employee and Union stating the grounds for suspension without pay. The Union shall have the right to invoke the grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering all circumstances surrounding the action.

18.5. Time of Suspension:

Suspension without pay shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.

18.6. Suspension with Pay:

The parties acknowledge that the District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the District would be subject to the just cause standard as provided for suspensions without pay. If used, the suspension with pay shall have the same weight in the progressive process as the same length suspension without pay.

18.7. Application of Suspension Without Pay:

Suspension without pay shall not apply to an employee who is removed from duty pending investigation of allegations, which period shall be covered by a paid Administrative Leave and which shall not-be subject to the grievance procedure.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1. Purpose and Procedure:

- A. Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for an employee and the employee's immediate supervisor to informally resolve grievances. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.
- B. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times as not to cause undue interruptions of established work schedules.

19.2. Representative:

The employee may be represented during any step of this procedure by any person or agent designated by such employee to act on the employee's behalf. The District may be represented during any step of this procedure by its designated representative.

19.3. Grievance Definition:

A "grievance" shall mean an allegation by an employee or a group of employees resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

19.4. Definitions and Interpretations:

- A. The term "employee", except where otherwise indicated, is considered to apply to all members of the appropriate unit.
- B. Grievant: An "aggrieved employee" or "grievant" is the employee or employees making the claim.
- C. Time Limits: The time limits provided in the grievance procedure shall be strictly observed but may be extended by written mutual agreement of the parties concerned. In the event a grievance is filed after May 1, of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the school year.
- D. Working Days: Reference to "days" regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays and holidays as defined by this Agreement.
- E. Computing Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from 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 legal holiday.
- F. Filing/Service of Process: 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 or time stamp on the District's email service to the Superintendent or appropriate District Administrator within the time period.

- G. Grievance Form: The grievance form which must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings or electronically available on the District's website. (See Attachment B – Grievance Form)

19.5. Adjustment of Grievance, Time Limitation and Waiver:

The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Informal

If an employee believes there has been a grievance, the employee shall discuss the matter with the responsible supervisor and/or the human resources director within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee acquired or should have acquired knowledge of the facts which give rise to the grievance. If the grievance is not resolved as a result of this meeting, the employee, with the Union's consent, may file a formal written grievance. Failure to grieve at the informal step within the time period set forth above shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

Formal

- A. Level 1: The formal written grievance, signed by the employee involved and approved by the Union must be presented to the responsible supervisor within fifteen (15) days after the responsible supervisor and/or Human Resources Director respond to the grievance at the informal step. An employee, with the Union's consent, may file a formal written grievance within fifteen (15) days after the informal grievance submission if no response has been received by that time. The responsible supervisor shall meet with the employee and the employee's Union representative within ten (10) days after receipt of the written grievance and give a written answer to the grievance within seven (7) days of the meeting. The Union has seven (7) days in which to either accept the answer or appeal it in writing to the next level.
- B. Level 2: If the grievance has not been resolved in Level 1, it may then be processed to Level 2 by the Union presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within fifteen (15) days after receipt of the written appeal to discuss the problem with the employee and the employee's Union representative. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. The Union has seven (7) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the Office of the Superintendent.
- C. Denial of Grievance: Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the Union may appeal it to the next level. This shall not negate the obligation of the District to respond in writing at each level of this procedure.
- D. Step Waiver: Provided both parties (the Union and the District) agree in writing, a step of this grievance procedure may be bypassed and the grievance taken directly to the Bureau of Mediation Services (BMS) Grievance Mediation or Arbitration. Grievance mediation is optional and voluntary. If mediation is pursued, the contractual timelines for processing a grievance shall be delayed during the period of mediation. Should the matter be unable to be resolved in mediation, the parties retain the right to move to the Arbitration procedure outlined in Section 19.6.

19.6. Arbitration:

- A. Procedure: In the event that the parties (the Union and the District) are unable to resolve a grievance it may be submitted by the Union to arbitration as defined herein.
- B. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the Union may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and the Union shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The Union and the District shall, within fifteen (15) days after getting the list from the BMS, meet to strike names or attempt to agree upon the selection of an arbitrator. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
- C. Hearing: The grievance shall be heard by a single arbitrator. The grievant may be represented by the Union. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- D. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. 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 in the P.E.L.R.A. 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.
- E. 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 that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, 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 the transcript shall pay for such copy.
- F. The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

19.7. Election of Remedies and Waiver:

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

ARTICLE 20 - MISCELLANEOUS

20.1. Mileage Allowance:

Mileage allowance shall be paid for authorized use of personal cars in connection with District business in an amount as determined by District policy. The mileage amount shall be in accordance with IRS guidelines.

20.2. Excess Liability Coverage:

The District shall provide liability insurance coverage for employees in excess of the liability coverage carried by the individual employee when their personal automobiles are used for District business.

20.3. Publication of the Agreement:

Copies of this Agreement shall be posted on the District website and made available to all members of the appropriate unit within thirty (30) working days after the Agreement is executed.

20.4. Hold Harmless Clause

The District agrees, subject to the provisions of this section, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify employees from any and all demands, claims, suits, actions and legal proceedings brought against them in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while the employee was acting within the scope of his/her employment and acting in good faith.

ARTICLE 21 - DURATION

21.1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

21.2. Effect:

This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the custodial/maintenance personnel of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

21.3. Finality:

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless mutually agreed to by both parties.

21.4. Severability:

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

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ST. LOUIS PARK – CUSTODIAL AGREEMENT

July 1, 2021 – June 30, 2023

SIGNATURES:

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

For

School Service Employees
SEIU Local 284, CTW
450 Southview Blvd.
So. St. Paul, MN 55075

For

St. Louis Park Public Schools
Independent School District No. 283
6311 Wayzata Blvd
St. Louis Park, MN 55416

DocuSigned by:

Jeff Leys

006F723F862245D...

Union Representative

DocuSigned by:

Scott Gidden

F50CC13030E8420...

Union Steward

DocuSigned by:

Tim Peltier

02C75E7A7A05425...

Asst. Union Steward

DocuSigned by:

Tim Scott

51B8431CEBF02C7...

Bargaining Team Member

DocuSigned by:

Alfred Rivera

91785B874DFE49E...

Bargaining Team Member

DocuSigned by:

Don Copeland

2E3CFE20FE83478...

Bargaining Team Member

DocuSigned by:

Anne E. Casey

00D2A50D020B40C...

Chair

DocuSigned by:

C. Colin Cox

F96743AA0AB499...

Clerk

DocuSigned by:

Astein Osei

107E1939063D492...

Superintendent

DocuSigned by:

Richard Kreyer

EA186EBFF91F42C...

Human Resource Director

Dated: March 22, 2022

Dated: March 22, 2022

Address to which notices are to be sent:

School Service Employees
SEIU Local 284, CTW
450 Southview Blvd.
So St. Paul, MN 55075

Address to which notices are to be sent:

St. Louis Park Public Schools
Independent School District No. 283
6425 W. 33rd Street
St. Louis Park, MN 55426

SALARY SCHEDULE A: 2021-22

**INDEPENDENT SCHOOL DISTRICT NO. 283
CUSTODIAL and GROUNDS
(Effective July 1, 2021)**

Step	CLS1	CLS2	CLS3	CLS4	CLS5	CLS6	CLS7
1	\$15.00	\$15.50	\$16.50	\$17.75	\$18.75	\$19.75	\$20.75
2	\$15.25	\$15.75	\$17.00	\$18.25	\$19.25	\$20.25	\$21.25
3	\$15.41	\$15.91	\$17.50	\$18.75	\$20.00	\$21.00	\$22.00
4	\$15.74	\$16.24	\$18.00	\$19.50	\$20.50	\$21.50	\$22.50
5	\$16.08	\$16.58	\$18.50	\$20.00	\$21.00	\$22.00	\$23.00
6	\$16.42	\$16.92	\$19.00	\$20.54	\$21.61	\$22.61	\$23.61
7	\$16.76	\$17.26	\$19.50	\$21.14	\$22.20	\$23.20	\$24.20
8	\$17.09	\$17.59	\$20.00	\$21.73	\$22.80	\$23.80	\$24.80
9	\$18.00	\$18.50	\$20.50	\$22.50	\$23.50	\$24.50	\$25.50
10	\$18.25	\$18.75	\$21.00	\$23.00	\$25.00	\$26.00	\$27.00
11	\$18.50	\$19.00	\$22.50	\$24.00	\$26.50	\$27.50	\$28.50
12	\$18.75	\$19.25	\$23.00	\$25.00	\$27.00	\$28.00	\$29.00
13	\$18.75	\$19.25	\$23.00	\$25.00	\$27.00	\$28.00	\$29.00
14	\$18.75	\$19.25	\$23.00	\$25.00	\$27.00	\$28.00	\$29.00
15	\$19.25	\$19.75	\$23.50	\$25.50	\$27.50	\$28.50	\$29.50
16	\$19.25	\$19.75	\$23.50	\$25.50	\$27.50	\$28.50	\$29.50
17	\$19.25	\$19.75	\$23.50	\$25.50	\$27.50	\$28.50	\$29.50
18	\$19.25	\$19.75	\$23.50	\$25.50	\$27.50	\$28.50	\$29.50
19	\$19.25	\$19.75	\$23.50	\$25.50	\$27.50	\$28.50	\$29.50
20	\$19.75	\$20.25	\$24.00	\$26.00	\$28.00	\$29.00	\$30.00
21	\$19.75	\$20.25	\$24.00	\$26.00	\$28.00	\$29.00	\$30.00
22	\$19.75	\$20.25	\$24.00	\$26.00	\$28.00	\$29.00	\$30.00
23	\$19.75	\$20.25	\$24.00	\$26.00	\$28.00	\$29.00	\$30.00
24	\$19.75	\$20.25	\$24.00	\$26.00	\$28.00	\$29.00	\$30.00
25	\$20.25	\$20.75	\$24.50	\$26.50	\$28.50	\$29.50	\$30.50

Employees fully licensed for the position assigned, may move two steps per year up to Step 12

Career Increments – built into the schedule above starting at Step 15

After 14 years of credited service: \$.50 additional per hour

After 19 years of credited service: \$1.00 additional per hour

After 24 years of credited service: \$1.50 additional per hour

SALARY SCHEDULE B: 2022-23

**INDEPENDENT SCHOOL DISTRICT NO. 283
CUSTODIAL and GROUNDS
(Effective July 1, 2022)**

Step	CLS1	CLS2	CLS3	CLS4	CLS5	CLS6	CLS7
1	\$15.00	\$15.50	\$16.50	\$17.75	\$18.75	\$19.75	\$20.75
2	\$15.50	\$16.00	\$17.00	\$18.25	\$19.25	\$20.25	\$21.25
3	\$15.75	\$16.25	\$17.50	\$18.75	\$20.00	\$21.00	\$22.00
4	\$16.00	\$16.50	\$18.00	\$19.50	\$20.50	\$21.50	\$22.50
5	\$16.25	\$16.75	\$18.50	\$20.00	\$21.00	\$22.00	\$23.00
6	\$16.50	\$17.00	\$19.00	\$20.54	\$21.61	\$22.61	\$23.61
7	\$17.00	\$17.50	\$19.50	\$21.14	\$22.20	\$23.20	\$24.20
8	\$17.50	\$18.00	\$20.00	\$21.73	\$22.80	\$23.80	\$24.80
9	\$18.00	\$18.50	\$20.50	\$22.50	\$23.50	\$24.50	\$25.50
10	\$18.50	\$19.00	\$21.00	\$23.00	\$25.00	\$26.00	\$27.00
11	\$18.75	\$19.25	\$22.50	\$24.00	\$26.50	\$27.50	\$28.50
12	\$19.00	\$19.50	\$23.00	\$25.00	\$27.00	\$28.00	\$29.00
13	\$19.00	\$19.50	\$23.00	\$25.00	\$27.00	\$28.00	\$29.00
14	\$19.00	\$19.50	\$23.00	\$25.00	\$27.00	\$28.00	\$29.00
15	\$19.50	\$20.00	\$23.50	\$25.50	\$27.50	\$28.50	\$29.50
16	\$19.50	\$20.00	\$23.50	\$25.50	\$27.50	\$28.50	\$29.50
17	\$19.50	\$20.00	\$23.50	\$25.50	\$27.50	\$28.50	\$29.50
18	\$19.50	\$20.00	\$23.50	\$25.50	\$27.50	\$28.50	\$29.50
19	\$19.50	\$20.00	\$23.50	\$25.50	\$27.50	\$28.50	\$29.50
20	\$20.00	\$20.50	\$24.00	\$26.00	\$28.00	\$29.00	\$30.00
21	\$20.00	\$20.50	\$24.00	\$26.00	\$28.00	\$29.00	\$30.00
22	\$20.00	\$20.50	\$24.00	\$26.00	\$28.00	\$29.00	\$30.00
23	\$20.00	\$20.50	\$24.00	\$26.00	\$28.00	\$29.00	\$30.00
24	\$20.00	\$20.50	\$24.00	\$26.00	\$28.00	\$29.00	\$30.00
25	\$20.50	\$21.00	\$24.50	\$26.50	\$28.50	\$29.50	\$30.50

Employees fully licensed for the position assigned, may move two steps per year up to Step 12

Career Increments – built into the schedule above starting at Step 15

After 14 years of credited service: \$.50 additional per hour

After 19 years of credited service: \$1.00 additional per hour

After 24 years of credited service: \$1.50 additional per hour

APPENDIX A: CUSTODIAL/MAINTENANCE POSITIONS

CLASS 1 (A11)*

Custodian 1

CLASS 2 (A12)*

Custodian 2

Food Delivery Driver

Mail Delivery Driver

CLASS 3 (B21)*

Custodian-Engineer

CLASS 4 (B22)*

Elementary Night Foreman

Groundsperson

CLASS 5 (B23)*

Custodial Foreman

Grounds Foreman

CLASS 6 (B24)**

Carpenter

Grounds Shop Mechanic

Painter, Painter/Locksmith

CLASS 7 (B31)*

Head Groundsperson

Head Custodian – Elementary (w/o BOC assigned)

Building Engineer – Head Custodian with Night Foreman (MS or HS) (w/o BOC assigned)

Mechanic/Welding Specialist

Electrical Repair Specialist

Mechanical Systems Specialist**

Plumbing Repair Specialist **

* Band, Grade and Sub-Grade as Determined via District Pay Equity Study

+ Any person promoted to B24 will receive \$20 per month differential

** B-3-1 Stipends \$200 per month on Mechanical Systems Specialist and Plumbing Repair Specialist

The “Head” positions in Class 7 will be used when there is no Building Operations Supervisor or other supervisory position and the “Head” reports directly to the Facilities Manager.

APPENDIX B: Provisions that apply to employees hired prior to specified dates:**Retiree Health Insurance (formerly Article 11.6 for employees hired prior to 7-1-2005)**

A11.6. District Medical Insurance Contribution for Eligible Retirees (hired prior to July 1, 2005):

- A. Eligibility: Full-time custodial/maintenance personnel who were hired prior to July 1, 2005, have not elected the Health Care Savings Plan option in Section 11.7, and have completed at least twenty (20) years of continuous service with the District who are at least (55) years of age shall be eligible for insurance contribution pursuant to the provisions of this section upon submission of a written resignation accepted by the School Board. Such benefits shall not be granted to any employee who is discharged for cause by the District.
 - B. An eligible employee retiring pursuant to this section shall be eligible for insurance benefits as provided in this section.
 - C. The employee shall be eligible to continue participation in the District group medical insurance program if permitted by the terms of the policy with the insurance carrier, until the date of the age of Medicare eligibility. Except as otherwise provided in Section 11.6.E, the employee shall pay the entire premium for such coverage.
 - D. Except as noted in Section 11.6.E., the District shall contribute the dollar amount provided in Section 11.2 of this Article, in effect at the time of the employee's retirement until the employee reaches the age of Medicare eligibility or the expiration of six (6) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the employee.
 - E. For full-time custodial/maintenance personnel who have completed at least thirty (30) years of continuous service with the District and who are at least fifty-five (55) years of age, the District shall contribute the dollar amount provided in Section 11.2 of this Article, in effect at the time of the employee's retirement until the employee reaches the age of Medicare eligibility or the expiration of eight (8) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the employee.
 - F. An employee who has reached the age of Medicare eligibility and has maintained continuous coverage under this section, and has a spouse who is not Medicare eligible shall be eligible to purchase the District health insurance program at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches the age of Medicare eligibility or upon the expiration of six years from the date the employee became eligible for Medicare, whichever occurs first.
 - G. It is the responsibility of the employee to make arrangements with the school Business Office to pay to the District such monthly premium amounts, payable by the employee, in advance and on such date as determined by the District.
-

Severance (formerly Article 13 Section 13.1-13.5 for employees hired prior to 7-1-1999)

A13.1. Severance Eligibility:

Only employees who (a) were hired prior to July 1, 1999, and (b) who did not elect to participate in the Deferred Compensation Matching Program (see Section 13.6) will be eligible to participate in the District's Severance Pay Program Subject to M.S. 465.72. Full-time custodial/maintenance personnel who have completed at least twenty (20) years of continuous service with the District who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the District.

A13.2. Number of Days:

- A. An eligible employee, upon early retirement, shall receive as severance pay an amount representing one hundred fifteen (115) days' pay.
- B. In addition to the severance pay provided in 13.2.A, an eligible employee shall receive, as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate of pay by one-half (1/2) times the employee's number of unused leave days, but in any event not to exceed one-hundred (100) days' pay.
- C. Employee's eligible for Severance will continue to receive 12 days of sick leave accrual per year until retirement.

A13.3. Daily Rate of Pay:

In applying these provisions an employee's daily rate of pay shall be the daily rate at the time of retirement, as provided in the basic salary schedule for the fiscal year, and shall not include any additional compensation for overtime, or other extra compensation.

A13.4. Payment:

- A. The District shall provide payment equal to the value of the employee's severance pay directly into the employee's 403b custodial account or other tax-sheltered provision of the Internal Revenue Code, and employees will no longer receive any direct payment from the District for severance pay as provided in Article 13 of the collective bargaining agreement for any employee eligible for tax-sheltering of such funds pursuant to Minn. Stat. § 356.24 and the Internal Revenue Code.
- B. The District's annual contribution into the employee's 403b account or other tax-sheltered provision pursuant to Minn. Stat. § 356.24 and provisions of the Internal Revenue Code shall not exceed the annual IRS contribution limit for such contributions. If any part of the severance pay due to the employee exceeds the IRS contribution limits for a given year, any such amount shall be paid to an account on behalf of the employee for a health care savings plan maintained by the State of Minnesota or a mutually agreed upon account for such plans pursuant to the provisions of Minn. Stat. § 356.24, consistent with IRS limitations and consistent with the payment schedule as provided in Article 13 of the collective bargaining agreement.

A13.5. Limitations:

- A. Notwithstanding any other provision of this Article, the District's maximum obligation under this Article for members of this bargaining unit shall not exceed the sum of \$75,000.00 for all retirees in any one fiscal year.
- B. Severance pay applications will be processed in the order received. In the event an application would constitute a liability to the District in excess of the limitation stated in 13.5.A., the amount exceeding the limitation would not be paid during that fiscal year. However, those employees, if any, not receiving a full severance payment in one fiscal year will have priority to receive the balance in the following fiscal year prior to any custodial/maintenance employee resigning and eligible in the subsequent year.

C. Application of this Article shall not have a payment in excess of that allowable under M.S. 465.72, as amended.

ATTACHMENT C: GRIEVANCE FORM

**CUSTODIAL AND GROUNDS EMPLOYEES
GRIEVANCE REPORT FORM
St. Louis Park Public Schools**

Name: _____

Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____

Signature of Grievant