

MASTER AGREEMENT for CUSTODIANS



Independent School District #152

Moorhead, Minnesota

July 1, 2022- June 30, 2024

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ARTICLE I PARTIES AND PURPOSE

Section 1. Parties

The parties to this Agreement are Independent School District No. 152, Moorhead, Minnesota (hereinafter referred to as School District or District) and the Minnesota School Employees Association (hereinafter referred to as the Exclusive Representative, the Union or the Association).

Section 2. Purpose

The parties enter this Agreement to establish the terms and conditions of employment for Operation and Maintenance employees pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the P.E.L.R.A.).

ARTICLE II EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

In accordance with the P.E.L.R.A., the School District recognizes the Association as the Exclusive Representative for Operation and Maintenance workers employed by the School District. This Exclusive Representative shall have those rights and duties prescribed by the P.E.L.R.A. and described in the provisions of this Agreement.

Section 2. Appropriate Unit

The Exclusive Representative shall represent all Operation and Maintenance employees of the District who are members of the appropriate unit as defined in Article III, Section 2, of this Agreement, in the P.E.L.R.A., and in the certification document of April 30, 1981, or other directives issued by the Commissioner of the Bureau of Mediation Services.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment

"Terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits except retirement contribution or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Appropriate Unit

For purposes of this Agreement, "appropriate unit" shall mean all Operation and Maintenance workers employed by the School District excluding the following:

- a. Supervisory and confidential employees;
- b. Part-time employees whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the normal workweek;
- c. Employees who hold positions of a temporary nature for a period of less than sixty-seven (67) work days in any calendar year (P.E.L.R.A.);
- d. Emergency employees who are employed for emergency work caused by natural disaster; or
- e. Employees who are required to be licensed by the State Board of Education.

Section 3. School District

Any reference to "School District" or "District" in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Other Terms

Terms not defined in this Agreement shall have those meanings ascribed to them by the P.E.L.R.A.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights

The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and the selection, direction and number of personnel. All management functions not expressly delegated in this Agreement are reserved to the School District.

Section 2. Management Responsibilities

The Exclusive Representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Rules, Regulations and Policies

The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and its rules, regulations, directives and orders, issued by properly designated officials of the School District. Such rules, regulations, directives and orders may not be inconsistent with the terms of this Agreement.

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 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 such expression 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

The School District recognizes the right of employees to form and join labor or employee organizations.

Section 3. Dues Check-Off

Pursuant to the P.E.L.R.A., employees who are members of the Association shall have the right to request and be allowed dues check-off. Upon receipt of a properly executed authorization card from such an employee, the School District shall deduct from their paycheck the dues which the employee has agreed to pay to the Association during the period provided in said authorization. These deductions, together with a list of the names of employees from whom deductions were made, shall be transmitted each month to the Association. If the employee organization loses its right to dues check-off, the School District shall discontinue making deductions for dues and discontinue forwarding the proceeds to the Association.

Section 4. Personnel Files

Members of the unit, upon written request to the Director of Human Resources, have the right to review the content of their own personnel file and evaluations. Members of the unit shall have the right to reproduce, at the District's expense, any of the contents of their own file. Each member of the unit shall have the right to submit for inclusion in their file written information in response to any material in the file, and such information shall become part of the file.

ARTICLE VI SALARY SCHEDULES AND RATES OF PAY

Section 1. Effective Date

The rates of pay reflected in Appendix A and Appendix B shall be a part of this Agreement and shall be effective as provided herein for a period as provided in Article XV, Duration, of this Agreement.

Section 2. New Employees

The past experience of a new employee will be evaluated the Executive

Director of Human Resources, who will recommend an appropriate step on the salary schedule. Upon request of the Union, its representatives may meet with the Director of Human Resources to discuss any placement above Step #3. A new employee shall be eligible for advancement on July 1 if employed prior to January 1 of the same year. An employee hired after January 1 shall not be eligible for an increase in their starting salary until one (1) year from the following July 1.

Section 3. Salary Schedule Placement of Promoted or Demoted Employees or Voluntary Transfer:

Subd. 1.

Promotions: In the event that an employee is promoted to a job classification with a higher "band, grade, and subgrade," the employee shall be moved to that lane and step on the schedule representing a minimum of a 5% increase in pay plus (1) additional step on the schedule.

Subd. 2.

Demotions: If a reduction in force requires an employee to transfer to a job with a lower "band, grade, and subgrade," the employee shall be frozen at the employee's rate of pay prior to the reduction in force until the employee's schedule placement catches up. However, such employees must bid on all subsequent openings in higher "band, grade, and subgrade" positions. Failure to bid on such positions will result in pay rate placement as outlined in Subd. 3.

Subd. 3.

Voluntary Transfers: If an employee voluntarily requests a transfer (subject to the limitations of Article XII, Seniority, Vacancies and Layoffs, Section 4, Administrative Transfers) to a position having a lower band, grade, and subgrade, they will move back to the lower rate of pay from the step they was on in the previous position.

Section 4. Temporary Change in Classification

Employees assigned temporarily to a higher pay classification shall receive the higher rate of pay retroactive to day one (1) of temporary assignment *when* assigned by a supervisor to cover that higher pay classification for a full shift if the absence is expected to be three more days. The Director of Facilities may approve a temporary change in classification for any period of time based on need or individual building situation.

Section 5. Hours of Work

Subd. 1.

A regular workweek for full-time employees, as defined in Article VII, shall consist of a forty (40) hour week.

Subd. 2.

The work schedule of employees will not be manipulated on a day-to-day basis to avoid paying overtime labor costs. Work schedules will be set by the Property Services Supervisor, or their designee.

Subd. 3.

Split shifts will not be implemented without the approval of the Association.

Subd. 4.

Paid working days for Custodial employees shall be 260 days. Adjustments will be made if the work year consists of more than 260 days in the form of additional payment for time worked or schedule changes as directed by the school district. Leave requests per Article IX remain in effect for the paid working days.

Section 6. Overtime Pay

Subd. 1.

Any work performed over forty (40) hours in any workweek shall be overtime and shall be paid or have release time at time and one-half (1 and 1/2 time) rate. All hours performed in excess of the regular work schedule shall be authorized by a timesheet signed by the Supervisor.

Subd. 2.

However, in the event of an order by authorized federal or state authority, or in case of declared emergency by the Board, the School District may modify the duty day or duty week to place the School District in compliance with such federal or state order, but with the understanding that the total number of hours per week shall not be increased -- i.e. a four (4) day week with increased hours per day, but the total weekly hours not more than forty (40) hours.

Subd. 3.

Overtime rates are to be computed on an employee's total salary as used for tax deduction purposes, less any overtime pay.

Section 7. Minimum Pay (Call Back)

In an emergency, an employee called back to work after having completed their regular day's work, shall receive time and one-half (1 and 1/2 time) rate for hours worked, with a minimum of two (2) hours of pay. Determination of an "emergency" will be made by the Director of Property Services or, in their absence, a representative of district administration.

Subd. 1.

A part-time employee, as defined in Article VII, shall not be entitled to call back pay.

Subd. 2.

Call back pay shall not, under any circumstances, apply to building checks.

Subd. 3

This section shall also include snow removal on scheduled holidays as listed in Article VIII, Section 1 if required necessary by the Director of Property Services, or in their absence, a representative of district administration.

Section 8. Holiday Pay

If an employee is required to work on a holiday as defined in Article VIII Holidays, shall receive time and one-half (1 and 1/2 time) rate for hours worked, with a minimum of two (2) hours of pay. The assignment of staff who will report will be approved by the Director of Facilities or in their absence, a representative of district administration. This will require prior approval.

Section 9. License Fee Reimbursement

The School District will reimburse for license fee renewal each year. Custodians must submit a copy of the license to the Property Services Supervisor. Reimbursements will be made upon receipt of proper documentation.

Section 10. Storm Days

Subd. 1.

Operation and Maintenance Employees are required to work on all storm days falling on regular workdays, even though school may be closed because of inclement weather. An employee missing work under this clause will be given the opportunity to:

- a. Make up time by working additional hours;
- b. Use scheduled vacation available; or
- c. Take a salary deduction.

Custodians reporting to work on a storm day as essential personnel, when other employees are not required to be on site, shall receive time and one-half (1 and 1/2 time) rate for hours worked, with a minimum of two (2) hours of pay. The assignment of staff who will report will be made by the Director of Facilities or in their absence, a representative of district administration.

This language does not apply with emergency callback language in Section 7: Minimum Call Back Pay.

Once an employee has reported for work on a storm day and has been released early by the Director of Facilities they will receive pay for an eight (8) hour day. Eligible employees will only be paid the additional \$2.00 per hour stipend for hours worked.

Section 11. Longevity

Employees with a minimum of 10 full years of service will receive an additional \$525 annually in the 2022-2023 contract year and an additional \$525 annually in

the 2023-2024 contract year of the Master Agreement.

This is an off-schedule payment which will be paid in equal installments across 12 pay periods. Longevity pay will be prorated within the contract year (July 1-June 30) for those who do not immediately qualify, but meet eligibility throughout the contract year. Longevity pay will begin in the first pay period of the month where an employee meets the service requirement.

Section 12 Basic Work Year

The work year for the employees will be set by the District school calendar. All employees will be paid for student contact days scheduled on the calendar at the beginning of the school year whether such days are actually held or not. Other paid duty days may be held at the discretion of the District. Any make-up days shall be at the discretion of the District. Make-up days of said student contact days may occur outside of the school calendar and those days will not be compensated for again.

ARTICLE VII EMPLOYEE DESIGNATION

All employees shall be designated as follows:

Section 1. Full-Time Employees

A "full-time employee" is an employee who works eight (8) hours per day, five (5) days per week, twelve (12) months per year.

Section 2. Regular Employee

A "regular employee" is an employee who works six (6) or more hours per day and less than eight (8) hours per day, five (5) days per week.

Section 3. Part-Time Employees

A "part-time employee" is an employee who works less than six (6) hours per day, five (5) days per week.

Section 4. Casual Employee

A casual employee is any employee who is not required to work a regular schedule, five (5) days per week.

ARTICLE VIII HOLIDAYS

Section 1. Paid Holidays

Regular, full-time employees, as defined in Article VII, shall receive the following paid holidays:

- | | |
|---------------------|---------------------------|
| 1. New Year's Eve | 7. Thanksgiving Day |
| 2. New Year's Day | 8. Day after Thanksgiving |
| 3. Good Friday | 9. Christmas Eve |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. President's Day |
| 6. Labor Day | |

Presidents Day will be an observed holiday as long as students and employees are not required to be in the building. In the event that students and teachers are required to be in the building, the employee will be provided a floating holiday to use upon advanced approval of the employee's immediate supervisor.

The floating holidays must be utilized by June 30 in the school year the holiday was provided.

Section 2. Changing Holiday Dates

Subd. 1.

The School District reserves the right, if school is in session, to change any of the above holidays and establish another holiday in lieu thereof. Any legal holiday, which falls within an employee's vacation period, shall not be counted as a vacation day.

Subd. 2.

Holidays that fall on weekends will be observed on a day established by the School Board.

Section 3. Eligibility

In order to be eligible for holiday pay, an employee must have worked their regular workday before and after the holiday unless they are on an excused illness or another leave under these provisions.

ARTICLE IX LEAVE PROVISIONS

Section 1. Sick Leave

Subd. 1.

Full-time employees, as defined in Article VII, shall be granted leave as defined in this Article.

Subd. 2.

Employees shall be granted sick leave at the rate of one (1) day per month.

Subd. 3.

Unused sick leave days may accumulate to a maximum credit of sixty (60) days of sick leave.

Subd. 4.

When an employee shall have accrued the maximum sixty (60) days of sick leave to their credit, the full sixty (60) days shall be restored on July 1 of each year regardless of usage the previous year. Employees hired on or after July 1, 2012, are not eligible for the sixty (60) day renewal. This policy shall be subject to the provisions of the Long-Term Disability Insurance.

Subd. 5.

Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days as defined in Statute 181.9413 and/or federal law, provided the employee has unused sick leave available at the time of absence. In the case of an injury or illness to the employee's minor children, in the situation where both father and mother are employed by the School District, only one (1) individual can use such leave unless there exists an emergency.

Subd. 6.

After an illness requiring four (4) consecutive days off, or anytime a pattern of usage indicates possible abuse of sick leave the School District may require an employee to furnish a medical certificate from a qualified physician as evidence of injury or illness, indicating such absence was due to illness, in order to qualify for such leave pay.

Subd. 7.

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

Subd. 8.

Sick leave pay shall be approved by calling the Substitute Employee Management System by telephone or by computer access.

Subd. 9.

Employees are required to give notice as much notice as possible to their supervisor when sick leave is to be taken to allow time to obtain replacements and to call and record their absences on the Substitute Employee Management System.

Subd. 10.

Non-emergency doctor and dental appointments are to be scheduled after the workday to the extent possible. Paid sick leave for appointments scheduled during the workday is limited to the time of the appointment and travel time to and from the appointment. Employees are expected to work before and/or after appointments scheduled during the workday and are to schedule appointments to cause as little disruption as possible to the workday.

Section 2. Child Care/Parenting Leave

Subd. 1.

A child care/parenting leave may be granted by the School District to an eligible employee to provide parental care to the employee's child, including birth and adoption.

Subd. 2.

An "employee," for purposes of this Section, means a person who performs services for at least twelve (12) consecutive months preceding the request for a leave under this Section, and for an average of twenty (20) or more hours per week during those twelve (12) months.

Subd. 3.

A "child," for purposes of this Section, means an individual under eighteen (18) years of age, or an individual under age twenty (20), who is still attending secondary school.

Subd. 4.

An employee making an application for child care/parenting leave shall inform the Director of Human Resources in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave, except in emergency circumstances.

Subd. 5.

The employee and the School District shall discuss the appropriate timing for a child care/parenting leave considering the availability of substitutes, the duration of the leave and other matters as may be pertinent to the leave. Unless there is a conflict caused by the use of sick leave as set forth in Subd. 6 below, the School District may adjust the proposed beginning and/or ending dates of the child care/parenting leave so that the dates of the leave are coincident with a natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, end of grading period, end of the school year, or the like. In any case, such child care/parenting leave shall be no longer than six (6) weeks.

Subd. 6.

An employee who elects a child care/parenting leave for reasons of pregnancy may, in addition, elect to use sick leave pursuant to the provisions of Section 1 of this Article to cover the period of disability incident to the pregnancy. After the birth of a child, a certificate of disability from the employee's physician is required to be sent to the Human Resource Department defining the period of disability. In the event that child care/parenting leave is elected, the period of unpaid child care/parenting leave must immediately follow the use of such sick leave and may not exceed six (6) weeks in duration.

Subd. 7.

In making a determination concerning the commencement and duration of a child care/parenting leave, the School District shall not, in any event, be required to:

- a. Grant any leave more than six (6) weeks in duration; or
- b. Permit the employee to return to their employment prior to the date designated in the request for child care/parenting leave.

Subd. 8.

An employee returning from child care/parenting leave shall be reinstated in the employee's former position, or in a position of comparable duties, number of hours and pay unless previously terminated. An employee is not entitled to reinstatement if, during the period of leave, the School District experiences a layoff and the employee taking the leave would have been laid off had the employee not been on such a leave. The employee retains all rights regarding layoff and recall as may otherwise be set forth in this Agreement.

Subd. 9.

Failure of the employee to return pursuant to 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 of the leave.

Subd. 10.

The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have the opportunity to evaluate performance. The parties agree, therefore, that periods of time for which the employee is on child care/parenting leave shall not be counted in determining the completion of the probationary period.

Subd. 11.

An employee who returns from child care/parenting leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall accrue additional experience credit or leave time during the period of absence for child care/parenting leave.

Subd. 12.

An employee on child care/parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care/parenting leave. 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.

Subd. 13.

Leave under this Section shall be without pay or fringe benefits.

Section 3. Family/Medical Leave

Subd. 1.

An employee, as defined herein, will be granted an unpaid leave of absence for a total period of up to twelve (12) workweeks during any twelve (12) month period for any of the following:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. To care for the spouse, child, or parent of the employee if such spouse, child, or parent has a serious health condition; or
- d. A serious health condition that makes the employee unable to perform their job.

Subd. 2.

An "employee," for purposes of this Section, means any individual employed by the School District for twelve (12) months preceding the request for a leave under this Section, and who has worked for at least 1,250 hours during that twelve (12) month period.

Subd. 3.

A "child," for purposes of this Section, means the employee's son or daughter, which includes biological, adopted, foster, step, legal ward, or a child of a person standing in *loco parentis*, who is under eighteen (18) years of age, or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

Subd. 4.

"Spouse," for purposes of this Section, means husband or wife, but does not include unmarried domestic partners.

Subd. 5.

A "parent," for purposes of this Section, means the biological parent of an employee or an individual who stood in *loco parentis* to an employee when the employee was a youth.

Subd. 6.

A "serious health condition," for purposes of this Section, means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with inpatient care, or continuing treatment by a health care provider. A "health care provider" is defined as a doctor of medicine or osteopathy, who is authorized to practice medicine or surgery by the State of Minnesota.

Subd. 7.

In the event a leave is requested under this Section, an employee must provide the employer written notice at least thirty (30) days in advance of when the leave is to begin. This written notice must be submitted to the Director of Human Resources if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of the employee's family member. If thirty (30) days notice is not practicable, because of a lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. "As soon as practicable" means as soon as both possible and practical, taking into account all of the facts and circumstances for the individual case, and ordinarily would mean at least verbal notification to the Director of Human Resources within one (1) or two (2) business days prior to when the need for leave becomes known to the employee.

Subd. 8.

In the event that the foreseeable leave is in connection with the care for the spouse, child, or parent of the employee, or a serious health condition that makes the employee unable to perform their job, the employee must make a reasonable effort to schedule treatment, including taking leave intermittently or on a reduced hours basis, as to not unduly disrupt the operations of the School District, subject to the approval of the employee's or family member's health care provider.

Subd. 9.

In the event that the leave is in connection with the care for the spouse, child, or parent of the employee, or a serious health condition that makes the employee unable to perform their job, the School District may require the employee to provide timely certification from the employee's health care provider, or a family member's health care provider, addressing:

- a. The approximate date on which the serious health condition commenced;
- b. The probable duration of the serious health condition, including the probable duration of the patient's present incapacity;
- c. The appropriate medical facts, within the knowledge of the health care provider, regarding the serious health condition;
- d. In the event that the leave is in connection with the care for the spouse, child or parent of the employee, a statement that the employee is needed to care for the spouse, child or parent, and an estimate of the amount of time the employee is needed to care for the spouse, child or parent;
- e. In the event the leave is in connection with a serious health condition that makes the employee unable to perform their job, a statement that the employee is unable to perform the functions of their job; and
- f. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given, and the duration of such treatment.

Subd. 10.

In the event that the School District doubts the certification provided pursuant to Subd. 9 of this Section, the School District may, in its discretion, require, at its own expense, that the employee obtain the opinion of a second health care provider (other than a School District employee) designated by the School District. If the second opinion provided for herein differs from the certification provided pursuant to Subd. 9 of this Section, the School District may require, at its own expense, that the employee obtain the opinion of a third health care provider designated or approved by both the School District and the employee, which opinion shall be final and binding on both the School District and the employee.

Subd. 11.

The School District may require, or the employee may elect, the substitution of the employee's accrued paid vacation leave, personal leave or emergency leave for any part of the twelve (12) week period of such leave. Sick leave will be granted for immediate family only as defined by Minnesota Statute Section 181.9413 and/or federal law, provided the employee has unused sick leave available at the time of absence.

In addition, any leave provided pursuant to this Section shall not be in addition to any other child care/parenting leave.

Subd. 12.

In the event that the leave is in connection with a serious health condition that makes the employee unable to perform their job, the School District may require the employee to provide certification from the employee's health care provider that the employee is able to resume work.

Subd. 13.

During the period of a leave as provided for herein, the employee shall retain all seniority, salary and fringe benefits, which had been accrued prior to the taking of such a leave.

Subd. 14.

The School District shall maintain coverage for the employee under any group health insurance plan for the duration of any leave provided for herein at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee, however, shall pay that portion of the premium as otherwise set forth in this Agreement. The School District may recover any premium that the School District paid for maintaining such coverage for the employee pursuant to this Subdivision if the employee fails to return to work after the leave has expired for reasons other than the continuance, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee.

Subd. 15.

Upon return from leave as provided for herein, the employee shall be restored to the position held by the employee when said leave commenced, or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. The School District is not required to reinstate the employee if it can show that the employee would have been subject to layoff at the time reinstatement is requested.

Subd. 16.

In the event that both a husband and wife are employed by the School District, the aggregate number of work weeks of leave for the birth or adoption of a child, or to care for a sick child or parent, to which both may be entitled shall be limited to twelve (12) work weeks during any twelve (12) month period.

Subd. 17.

Except as provided in Subd. 11 of this Section, Family/Medical Leave is without pay.

Subd. 18.

An employee who attempts to use leave provided in this Section, and also Child Care/Parenting Leave, shall have the amount of Child Care/Parenting Leave count against the leave provided in this Section.

Section 4. Emergency and Essential Leave

Employees will be entitled to a maximum of seven and one-half (7 and 1/2) days of emergency leave of absence with full pay each work year in addition to sick leave. This will not be cumulative. Such leaves will be granted for the following:

Subd. 1 Extended Family Illness

Up to seven and one-half (7 and 1/2) days of paid leave may be used for the emergency or serious illness requiring bedside or household attention by the employee of the employee's spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, sibling, or member of the immediate household..

Subd 2 Emergency Leave

Up to two (2) days of paid time off may be used for emergencies. An emergency will be defined as a crisis over which the individual has no control, and cannot be attended to during non-school hours. The employee will be required to state the reason for the leave. The Superintendent or their designee will decide whether or not the leave is approved. The decision will not be subject to the grievance process.

Subd. 3 Bereavement Leave

Up to seven and one-half (7 and 1/2) days of paid leave may be used for the death of an employee's spouse, child, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, sibling, or member of the immediate household.

Up to three (3) days of paid leave may be used in the event of death of an employee's grandfather, grandmother, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

One (1) day of paid leave may be used for the funeral of a friend

Section 5. Medical Leave

Subd. 1.

Employees who are unable to perform their duties because of personal illness or disability and who have exhausted all accumulated sick leave, or have become eligible for long-term disability compensation, may receive a leave of absence without pay for the duration of such illness or disability up to a maximum of one (1) year.

Subd. 2.

In accordance with state law, the employee while on medical leave of absence shall be permitted to continue with the School District's insurance program by paying the full premium.

Subd. 3.

At the expiration of the leave, if the disability still exists and the leave is not extended, the employee's employment is terminated. When employment is terminated in such a circumstance, group insurance benefits may be continued at the employee's option and expense consistent with State and Federal laws.

Section 6. Other Leaves

The School Board may allow leaves of absence for reasons other than those listed in this Article. If the leave is for six (6) months or less, the employee shall return to the same position. If the leave is for more than six (6) months, the employee shall return to a comparable position.

For purposes of this Section an individual must be employed by the School District for twelve (12) months preceding the request for another leave.

The maximum length of leave under this provision is one (1) year.

Section 7. Salary Deductions

Absences not covered by leave policies will result in a salary deduction at the employee's regular daily compensation rate.

Section 8. Vacations

Subd. 1.

Beginning July 1, 2022, Full-time Custodians on a twelve (12) month assignment will be granted vacation in the following manner:

0-4 years of service –	1.0 day/month
5-9 years of service –	1.25 days/month
10-14 years of service –	1.5 days/month
15+ years of service –	1.75 days/month

Vacation time may be accrued up to one and one-half (1.5) times the annual accumulation:

0-4 years of service –	18 days
5-9 years of service –	22.5 days
10-14 years of service –	27 days
15+ years of service –	31.5 days

Vacation will not accrue above the maximum days allowed. Any earned and banked vacation will be paid to the employee upon resignation, retirement or termination on the next scheduled payday.

Subd. 2.

Vacation time taken during the school year will be approved in seniority order.

Subd. 3.

Part-time employees working five (5) days per week, twelve (12) months per year, shall earn vacation pursuant to this Section, with the length of their vacation day being the same length as their regular workday.

Subd. 4.

Any unused or accrued vacation may be deducted from Family/Medical Leave used by the employee, at the School District's discretion.

Subd. 5.

An employee who is terminated by the District prior to the expiration of the six-month probationary period will not have accrued any vacation time and will not receive any vacation pay upon termination.

Section 9. Military Leave

Military leave shall be granted pursuant to applicable laws.

Section 10. Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the regular salary during the period of jury duty or jury service. The employee shall report to work on days when the employee is excused from jury duty. Compensation recovered

for jury duty shall be retained by the employee. The employee will notify Human Resources upon return to work after being excused from jury duty.

Section 11. Union Leave

Subd 1.

At the beginning of each school year, the Exclusive Representative shall be credited with fifty (50) hours of leave time to be used by its officers and members for meetings/training of the Exclusive Representative provided that such absence shall not interfere with the services and operation of the employee's department. Interference shall be determined by the proper authority in charge of buildings and grounds.

Subd 2.

Agreement negotiations, grievance hearings, grievance and interest arbitration, and meet and confer sessions shall not be counted as leave time.

Subd. 3.

Exclusive Representative leave is with pay when within the 50 hours.

Subd. 4.

Additional Exclusive Representative leave shall be allowed to serve on the MSEA Board of Directors of state MSEA position with the association. For this specific leave, MSEA shall reimburse the district directly for all lost wages, including normal and customary payroll expenses such as PERA, FICA, Medicare, etc. MSEA will notify the district of the individuals holding these positions and provide a calendar of dates prior to the first day of school each year. This leave is in addition to the identified leave in Subd. 1.

Subd. 5.

Requests for leave shall be made a minimum of two (2) days in advance.

Section 12. Personal Leave

The School District will grant two (2) personal leave days per year to be taken at the discretion of the employee. The first personal leave day requested of the two days provided annually will be deducted from the employee's sick leave bank. Requests for leave shall be made to the immediate Supervisor no later than three (3) days prior to the requested leave, except in cases of emergency. Employees shall have the ability to accumulate up to five (5) personal leave days. In cases of conflict, the most senior employee's request shall prevail.

ARTICLE X

GROUP INSURANCE

- Section 1. Selection of Carriers
The selection of the insurance carriers and policies shall be made by the School District.
- Section 2. Claims Against the School District
The parties agree that any description of insurance benefits contained in this Article are intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to provide an insurance policy as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.
- Section 3. Eligibility
Full-time and regular employees, as defined in Article VII, shall be eligible for group insurance on the first day of the month following employment as set forth in this Article.
- Section 4. Duration
An employee is eligible for District insurance contributions and payroll deductions as provided in this Article as long as the unit member is employed by the School District. Upon termination of employment, all deductions and contributions shall cease, effective on the last working day.
- Section 5. Participation
In accordance with the provision set forth in this Article, the School District shall provide an opportunity for eligible employees to participate in group insurance plans.
- Section 6. Medical Insurance
The School District shall contribute \$225 per month for the 2022-2023 contract year and \$300 per month for the 2023-2024 contract year toward the cost of the coverage for each eligible unit member employed by the School District who qualifies for and is enrolled in the district-sponsored health insurance coverage.
- The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.
- Employees choosing not to participate in medical-hospitalization insurance will be given a sum of \$225 per month for the 2022-2023 contract year and \$300 per month for the 2023-2024 into a district-sponsored Health Reimbursement Account to be used in accordance with IRS rules, , which include, but are not limited to:

1. An employee must be actively employed and enrolled in a group insurance plan to receive employer funds in an VEBA.
2. If you are not enrolled in a group insurance plan, the district will continue to provide the benefit, but you will not be able to access the funds until you meet the following conditions:
 - a. No longer employed with the school district or retirement.
 - b. You obtain insurance under a group insurance plan. Medicare is not considered a group insurance plan.

Section 7. Long-Term Disability Insurance

The School District shall pay the premium for long-term disability insurance. The income plan shall include the following provisions:

- a. Benefits begin after sixty (60) work days of total disability;
- b. The monthly income benefits will be 60% of the basic monthly earnings;
- c. Benefits will be paid for disability due to an accident or illness not covered by Workers' Compensation as long as the employee remains totally disabled up to age sixty-five (65), and thereafter as required by law and the district's LTD plan.
- d. During the period an employee is receiving long-term disability compensation as provided in this Agreement, such employee shall not be eligible for sick leave.

Section 8. Life Insurance

The District agrees to furnish each employee working full-time, as defined in Article VII, with a Life Insurance Policy, total of \$50,000, with all expenses to be borne by the District. The entire \$50,000 of this amount shall contain accidental death and dismemberment clauses (standard double indemnity and dismemberment and AD & D), which pay an additional \$50,000 in case of accidental death, stating varying sums for dismemberment.

Section 9. Additional Life Insurance

Supplemental Life Insurance with AD & D totaling \$25,000 will be provided to employees who qualify, at the employee's option, and at their own expense subject to the limitations enforced by the insurance carrier.

Section 10. Optional Dependent Insurance

Employees in the unit who qualify for and wish to carry optional dependent insurance may do so on a payroll deduction basis at their own expense. This option must be exercised during the period of September 1 to September 30 of each school year, subject to limitations of Section 2.

Section 11. Optional Cancer Care or Intensive Care Insurance

Employees in the unit who qualify for and wish to carry cancer care or intensive care insurance may do so on a payroll deduction basis at their own expense. This

option must be exercised during the period of September 1 to September 30 of each school year, subject to the limitations of Section 2.

Section 12. Workers' Compensation

In case of a compensable injury or sickness incurred while on the job, that is eligible for Workers' Compensation Benefits, an employee may elect to use as much pro-rata sick leave as necessary and available to equal the normal pay. Any such injury or sickness must be reported immediately to the School District on an Incident Report .

Section 13. Dental Insurance

Employees desiring to purchase optional dental insurance coverage if available, and who qualify, may do so through payroll deductions.

Section 14. Vision Insurance

Employees desiring to purchase optional vision insurance coverage if available, and who qualify, may do so through payroll deductions.

ARTICLE XI TERMINATION OF SERVICES

Section 1. Severance Pay/Deferred Compensation

Subd. 1.

As of January 1, 2001, all currently employed members of the custodial contract must choose if they will participate in the severance pay or deferred compensation plan in writing.

Subd. 2. Qualification

- a. Members of the custodial contract who have been employed prior to July 1, 2000 and have completed ten (10) years of continuous service with the School District and are at least fifty-five (55) years of age shall be eligible for severance pay pursuant to Subd. 3 - provisions listed below, upon termination of employment.
- b. For members of the custodial contract employed after July 1, 2000, only Subd. 5 applies.

Subd. 3. Formula - Proration

A custodian shall be eligible for severance pay based on the highest annual salary of the last five (5) years, at the following proration rate:

Years of Service	% of Salary
15 or greater	60%
14	50%
13	40%
12	30%

11
10

20%
10%

Subd. 4.

Severance payments shall be in one (1) lump sum within thirty (30) days following retirement. Eligible retiring employees in each school year beginning after July 1, 2004 will have their one time retirement payment paid directly into the district's approved 403 (b) plan for severance purposes in accordance with I.R.S. rules. This payment will be placed in an account in the employee's name. The employee will have the opportunity to exercise any legal options available to leave, move or withdraw the funds as they see fit. If, after the effective date of retirement, the employee dies before receiving payment, the balance due shall be paid to the employee's named beneficiary, or, lacking the same, to the surviving spouse of the employee if any, otherwise to the estate of the deceased employee.

Subd. 5. Deferred Compensation

Each eligible member of the custodial contract, who is hired after July 1, 2000 or who chooses to become a participant per Subd. 2, part A above, will be given a matching contribution by the School District on an I.R.S. 403(b) plan offered by the School District (Minnesota Statute 356.24 (a) (4). A contribution of up to 3.5% of their annual salary(maximum of \$2000), after a one-year waiting period from date of employment. Eligible members are defined under Article VII, Section 1. Full-time employees and Section 2 part-time employees of the current contract. After the waiting period has expired the match will be started on the first pay period after Payroll receives a signed authorization from the employee.

Section 2. Group Hospitalization

An employee retiring prior to age sixty-five (65), but over age fifty-five (55), shall have the option to continue group hospitalization insurance for single and/or dependent coverage under the group policy offered by the District. The cost of said coverage shall be the expense of the employee.

ARTICLE XII SENIORITY, VACANCIES, & LAYOFFS

Section 1. Seniority

Subd. 1.

Seniority standing shall be granted to all full-time employees, as defined in Article VII. This standing is to be determined on the basis of total length of continuous employment in this unit with the School District.

Subd. 2.

An employee shall lose their seniority standing upon voluntary resignation from

employment or upon discharge for cause. An employee's seniority shall not be terminated because of absence due to illness, authorized leave of absence or temporary layoff.

Section 2. Job Postings

Subd. 1.

A "permanent job opening" is a vacancy in a position covered by the Agreement. A permanent job opening will not exist when any person who has a seniority claim on that position is on vacation, sick leave, or other leave of absence subject to definitions of Article 3, Section 2, Appropriate Unit.

Subd. 2.

All vacancies or new jobs shall be posted electronically on the district website in each area of employment for a period of five (5) working days. Any present employee shall be eligible to apply for said vacancy or new job. Postings shall contain the following information: location, usual hours of work, description of the job, and minimum qualifications.

Subd. 3.

Seniority will be considered in the filling of vacancies provided an employee has the qualifications to perform the duties and handle the responsibilities of the position. Final decision shall be made by the District.

Subd. 4.

However, an application for a position under this Section, which creates a salary reduction for an employee, shall only be made with the approval of the Director of Human Resources.

Section 3. Promotion Positions

Subd. 1. Band, Grade, and Subgrade

For purposes of this section, a promotion is defined as involving an increase in pay.

Subd. 2.

In filling positions involving a promotion as defined above, the position shall be filled by the School District with the best-qualified candidate as determined by the School District. In making its determination, the School District shall consider the employee's qualifications and aptitude for the position, as well as their length of service with the School District, along with other relevant factors. Final decision shall be made by the District.

Subd. 3.

Upon promotion to a higher classification, and after successful completion of a six (6) month probationary period, during which, the employee will be given status reports at the 30 - 60 - 90 - 120 day plateaus, the employee shall be awarded the new classification.

Section 4. Administrative Transfers

Seniority and posting shall not apply in an administrative transfer involving two (2) regular employees. Transfers of this nature will be discussed with the Union prior to final disposition.

Section 5. Staff Reduction

Subd. 1.

In the event conditions necessitate a reduction of staff, voluntary separation, if any, will be accepted.

Subd. 2.

Employees shall be laid off according to seniority in the inverse order of hiring. Employees shall be rehired according to seniority in the reverse order of layoffs.

However, employees may not displace a lead custodian nor claim a vacant Building Head position through the exercise of seniority rights.

Section 6. Notifying the District of a Change of Address

A laid-off employee must advise the District of any change in address and telephone number in order to be notified of job openings for which they may be qualified.

Section 7. Seniority List

The School District will post a seniority list and revise it every twelve (12) months.

ARTICLE XIII MISCELLANEOUS

Section 1. Uninterrupted Services

The parties recognize that their first obligation during the term of this Agreement is to see that the students of the District receive a continuous and uninterrupted delivery of instructional services.

Section 2. Short Course Training

The School District will pay the tuition costs of authorized and approved short-course training.

Section 3. Use of Bulletin Boards

The Association shall be permitted the use of school bulletin boards located on the premises of the School District for the posting of matters of interest to its members.

- Section 4. Access to Buildings
Representatives of the Minnesota School Employee Association shall have access to the premises of the School District subject to reasonable District rules, to investigate grievances and other problems with which they are concerned, provided permission is requested, and approval granted, by the respective building principal or building administrator.
- Section 5. Mileage Reimbursement
Employees whose work requires the use of their personal car for transportation from one (1) building to another during their regular workday, shall be paid according to IRS mileage allowances. Mileage reports may be turned in for each pay period.
- Section 6. Probationary Period
New employees shall undergo a six (6) month probationary period before they are regarded as a regular full-time employee. The affected employee, the Association, and the School District may agree in writing to extend the employee's probationary period by ninety (90) days. During the probation period the employee may be terminated without just cause for any reason.
- Section 7. Resignation
A resignation should be turned in at least two (2) weeks in advance of leaving. Employees should write a letter of resignation to the Director of Human Resources (copy to their Administrator) stating the reasons for leaving. The Director of Human Resources must then present the resignation to the School Board at its next regular meeting for acceptance.
- Section 8. Job Assignment
An employee's duties shall be established or assigned by the immediate supervisor.
- Section 9. Right and Responsibility
Employees are responsible to their building administrator or the Director of Transportation/Buildings and Grounds Director. Should a grievance arise, an employee has the right of appeal through the grievance procedure.
- Section 10. Pay Periods
- Subd. 1.*
Pay periods for employees working on a schedule of five (5) days per week will be paid at the end of each month.
- Subd. 2.*
The annual salary will be paid in twelve (12) equal payments. The first check will be in July, and the last check will be in June.
- Subd. 3.*

Time sheets will be turned in to the employee's immediate Supervisor according to the schedule sent to all Administrators and Supervisors by the payroll department.

Section 11. Discharge and Discipline

Discharges shall be made only for just cause. Any of the following reasons shall be considered just cause for dismissal:

- a. Failure to perform duties assigned;
- b. Insubordination and lack of cooperation;
- c. Use of intoxicating liquor or drugs which are detected by the employee's Supervisor, or anyone who comes in contact with the employee while the employee is on duty; and/or
- d. The commission of any criminal offense involving moral turpitude.
- e. Any other cause which may be grounds for dismissal by applicable State or Federal statutes or under the school board policies of the district; and which meets the just cause standard.

Any employee liable to dismissal for just cause by the School Board shall be given a written notice of discharge that shall state the cause of dismissal. Any employee who fails to do a satisfactory job may receive a written warning notice of possible temporary suspension for not more than one (1) week; if a second warning notice (notice of possible impending discharge) goes unheeded, the employee may be discharged. Normally, an employee liable for dismissal for just cause shall receive progressive discipline, consisting of a written warning, suspension and termination. However, the district may proceed directly to termination dependent upon the serious nature of the offense committed by the employee.

Section 12. Representation During Disciplinary Meetings

If a Supervisor meets with an employee to discuss possible written reprimand, suspension or discharge, the employee shall be entitled to have a Union Representative present. The meeting shall occur within three (3) working days after the School District's request for such a meeting.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition

A "grievance" shall mean a dispute or disagreement by an aggrieved (association or employee) as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative

The employee, or School District, may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and 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 "working days". A "working day" is defined as all weekdays not designated as holidays by State law.

Subd. 3. Computation of Time

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

Subd. 4. Filing and Postmark

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

Section 4. Adjustment of Grievance

The parties shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner of informal discussions with the Property Services Supervisor.

Subd. 1. Time Limitation and Waivers

- a. A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Property Services Supervisor setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred.
- b. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one (1) level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Subd. 2. Level I

If the grievance is not resolved through informal discussions, the immediate Supervisor, or designee, shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Human Resources 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, the Director of Human Resources, or designee, shall set a time to meet, and shall issue a decision in writing to the parties involved within ten (10) days of the meeting.

Subd. 4.

Processing of all grievances through Level II shall be during the normal workday, and the employee shall not lose wages due to their necessary participation.

Section 5. Denial of Grievance

Failure by the Director of Human Resources or designee to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may carry the grievance to arbitration.

Section 6. Arbitration Procedures

In the event that the employee and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request

A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II.

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 prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days of the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator appointed by the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information

- a. Upon appointment of the arbitrator, the appealing party shall within ten (10) days forward to the School 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; and
 4. The written documents relating to Section 4 of this grievance procedure.
- b. If there is any difference in opinion in (a) above, the other party will respond.
 - c. The School 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 or persons as they may choose and designate. The parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing *de novo*.

Subd. 6. Decision

The decision by the arbitrator shall be rendered as soon as possible after the close of the hearing. Decisions by the arbitrator in cases properly before them shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 7. Expenses

Each party shall be responsible for equally compensating the arbitrator for their necessary expenses. Each party shall bear its own expenses in connection with the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 8. Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined here; 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 employers, its overall budget, utilization of technology, the organizational structure, and the selection, 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 District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 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 instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in this 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 XV DURATION

- Section 1. Term and Reopening Negotiations
This Agreement shall remain in full force and effect for a period commencing July 1, 2022 and continue through June 30, 2024 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement, commencing at expiration, it shall give written notice pursuant to the P.E.L.R.A.
- Section 2. Effect
This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the Operation and Maintenance employees of the District. 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 current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except if mutually agreed to by the parties.
- Section 4. Severability
The provisions of this Agreement shall be severable by mutual agreement. If any provision thereof, or the application of any provision under any circumstances, is held invalid, it shall not affect any other provision of this Agreement, or the application of any provision thereof.

MASTER AGREEMENT SIGNATURE PAGE

Signed this 12^h day of September 2022

INDEPENDENT SCHOOL DISTRICT #152

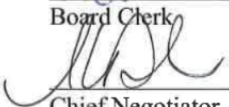
MINNESOTA SCHOOL EMPLOYEES
ASSOCIATION


Board Chair


Chief Steward


Board Clerk


Field Representative


Chief Negotiator


Chief Negotiator

[MOU: Exemplary Attendance](#)

[MOU: Exemplary Attendance](#)

Appendix A

Uniforms: Shirts

1. The district will purchase (10) shirts per custodian upon hire and four (4) shirts per year per custodian thereafter for the school years of 2022-2023 and 2023-2024.
1. The parties have agreed on a minimum of three separate shirt styles, which include a long-sleeved and short-sleeved styles.
1. Custodians will be able to choose the number of each shirt style up to four (4) shirts total per year and will furnish the district with the size of shirts needed.
1. Custodians will wear either shirt style purchased by the district while working. Work attire will be in accordance with the employee handbook.
2. The parties have agreed on the wording to be stitched on the shirt, "Moorhead Area Public Schools Maintenance Staff".

Appendix B

2022-2023													
STEPS	C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13
0-2	18.00	18.59	19.00	19.46	19.99	20.55	21.38	22.11	22.76	23.40	24.05	24.70	25.35
3	18.68	19.28	19.71	20.15	20.70	21.24	22.06	22.80	23.44	24.08	24.73	25.38	26.03
4	18.93	19.51	19.94	20.40	20.92	21.47	22.29	23.03	23.69	24.34	24.99	25.64	26.29
5	19.16	19.75	20.17	20.61	21.15	21.70	22.52	23.26	23.91	24.55	25.20	25.85	26.50
6	19.39	19.97	20.41	20.85	21.38	21.92	22.75	23.50	24.15	24.79	25.44	26.09	26.74
7	19.61	20.22	20.62	21.06	21.59	22.16	22.98	23.73	24.38	25.02	25.67	26.32	26.97
8	19.83	20.43	20.86	21.30	21.85	22.37	23.20	23.97	24.62	25.26	25.91	26.56	27.21
9	20.08	20.65	21.08	21.53	22.06	22.60	23.43	24.19	24.84	25.48	26.13	26.78	27.43
10	20.29	20.89	21.31	21.74	22.29	22.83	23.66	24.40	25.06	25.71	26.36	27.01	27.66
11	20.53	21.12	21.55	22.00	22.52	23.08	23.88	24.65	25.30	25.94	26.59	27.24	27.89
12	20.75	21.35	21.75	22.21	22.75	23.31	24.14	24.87	25.51	26.15	26.80	27.45	28.10
13	20.97	21.57	22.01	22.45	22.98	23.53	24.35	25.10	25.74	26.38	27.03	27.68	28.33
14	21.21	21.79	22.22	22.67	23.20	23.76	24.57	25.32	25.98	26.63	27.28	27.93	28.58
15	21.43	22.04	22.47	22.91	23.43	24.00	24.81	25.55	26.20	26.85	27.50	28.15	28.80
16	21.68	22.27	22.70	23.14	23.66	24.21	25.03	25.79	26.44	27.08	27.73	28.38	29.03
17	21.89	22.49	22.92	23.36	23.88	24.45	25.27	26.01	26.66	27.31	27.96	28.61	29.26
18			23.15	23.59	24.14	24.67	25.49	26.25	26.89	27.53	28.18	28.83	29.48

2023-24													
STEP	C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13
0-2	18.45	19.04	19.45	19.91	20.44	21.00	21.83	22.56	23.21	23.85	24.50	25.15	25.80
3	19.13	19.73	20.16	20.60	21.15	21.69	22.51	23.25	23.89	24.53	25.18	25.83	26.48
4	19.38	19.96	20.39	20.85	21.37	21.92	22.74	23.48	24.14	24.79	25.44	26.09	26.74
5	19.61	20.20	20.62	21.06	21.60	22.15	22.97	23.71	24.36	25.00	25.65	26.30	26.95
6	19.84	20.42	20.86	21.30	21.83	22.37	23.20	23.95	24.60	25.24	25.89	26.54	27.19
7	20.06	20.67	21.07	21.51	22.04	22.61	23.43	24.18	24.83	25.47	26.12	26.77	27.42
8	20.28	20.88	21.31	21.75	22.30	22.82	23.65	24.42	25.07	25.71	26.36	27.01	27.66
9	20.53	21.10	21.53	21.98	22.51	23.05	23.88	24.64	25.29	25.93	26.58	27.23	27.88
10	20.74	21.34	21.76	22.19	22.74	23.28	24.11	24.85	25.51	26.16	26.81	27.46	28.11
11	20.98	21.57	22.00	22.45	22.97	23.53	24.33	25.10	25.75	26.39	27.04	27.69	28.34
12	21.20	21.80	22.20	22.66	23.20	23.76	24.59	25.32	25.96	26.60	27.25	27.90	28.55
13	21.42	22.02	22.46	22.90	23.43	23.98	24.80	25.55	26.19	26.83	27.48	28.13	28.78
14	21.66	22.24	22.67	23.12	23.65	24.21	25.02	25.77	26.43	27.08	27.73	28.38	29.03
15	21.88	22.49	22.92	23.36	23.88	24.45	25.26	26.00	26.65	27.30	27.95	28.60	29.25
16	22.13	22.72	23.15	23.59	24.11	24.66	25.48	26.24	26.89	27.53	28.18	28.83	29.48
17	22.34	22.94	23.37	23.81	24.33	24.90	25.72	26.46	27.11	27.76	28.41	29.06	29.71
18			23.60	24.04	24.59	25.12	25.94	26.70	27.34	27.98	28.63	29.28	29.93

Appendix C Job Evaluation and Lane by Position

JOB TITLE	Salary Schedule
Head Custodian High School	C13
Head Custodian Middle School	C12
Mechanic	C12
Head Custodian Elementary School	C11
Maintenance	C7
Equipment Manager	C5
Pool Operator	C5
Lead Custodian Secondary	C4
Lead Custodian Elementary	C4
Delivery Driver	C3
Custodian	C2
Night Custodian	C2

Job Evaluation is subject to change based on a change to decision making or job responsibility and will be changed according to policy. This is for informational purposes only.