

MASTER AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT 518
WORTHINGTON, MINNESOTA
AND THE
MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
ON BEHALF OF
CUSTODIAL ASSOCIATION OF WORTHINGTON
WORTHINGTON, MINNESOTA

JULY 1, 2020

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MASTER AGREEMENT

CUSTODIAL ASSOCIATION OF WORTHINGTON

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT IS entered into between the School Board of Independent School District 518, Worthington, Minnesota, hereinafter referred to as the District, and the Minnesota School Employees Association on behalf of Custodial association of Worthington, hereinafter referred to as the 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., to provide the terms and conditions of employment for custodial employees during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., as amended, the District recognizes the Minnesota School Employees Association, hereinafter referred to as the "MSEA", on behalf of Custodial Association of Worthington as the Exclusive Representative for custodial employees of Independent School District 518, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A., as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent such employees of the District contained in the appropriate unit, as defined in Article III, Section 2, of this Agreement and P.E.L.R.A., as amended, and the Commissioner of Mediation Services certification.

ARTICLE III

DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purposes of inclusion in the custodial unit, the term employee shall mean all persons (in the appropriate unit) employed by the District as a custodian, but excluding supervisory, confidential and all other employees, and those employees whose service does not exceed fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, whichever is less, or who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days per calendar year.

Section 3. Definition of Full-Time Employee: For the purpose of this Agreement, a full-time employee is one who is employed at least forty (40) hours per week.

Section 4. Definition of Part-Time Employee: For the purpose of determining benefits, a part-time employee who is part of the appropriate unit shall be defined as an employee whose regular daily work assignment is less than forty (40) hours per week.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

MANAGERIAL RIGHTS

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

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the 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. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the District.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and managerial functions not expressly delegated in this Agreement are reserved herein, and all management rights and managerial functions not expressly delegated in this Agreement are reserved to the District.

ARTICLE V

EMPLOYEE RIGHTS

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

Section 2. Right to Join: Employees shall have the right to join labor or employee organizations and shall have the right not to join such organizations.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative pursuant to Minnesota Statute 179A.06 of the P.E.L.R.A., as amended, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card from the employee, the District shall deduct from the employee's paycheck in ten (10) monthly deductions (September through June) the dues the employee has agreed to pay to the Exclusive Representative. Deductions may be terminated by the employee by giving thirty (30) days written notice to the District Administration Office to stop deductions

ARTICLE VI

RATES OF PAY

Section 1. Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, and shall be a part of the Agreement.

Section 2. Status of Rates of Pay: In the event a successor agreement is not entered into prior to the commencement of the contract period, the employee shall be compensated according to the last rate of pay schedule executed between the District and the Exclusive Representative until such time that a successor agreement or salary schedule is executed.

Section 3. Placement and Step Advancement: Entering employees shall be placed at a step as determined by the District. The District may recognize outside experience for placement for establishing step placement. Normally new employees will be placed on the probation step and will move to step one after the completion of probation. However, with permission of the Superintendent or designee, a new employee may be placed on a higher step in accordance with training and/or experience. Step advancements are made only on July 1, with the exception of moving from the probationary step to the first step once the probationary period has been satisfied. Any employee with more than six (6) months service prior to July 1 shall be eligible for step advancement. A part-time employee will be advanced on the schedule if the regular schedule is twenty (20) hours or more per week for a period of six (6) months or more prior to July 1. Part-time employees whose regular schedule is less than twenty (20) hours per week will be advanced on the schedule when accumulated time equals or exceeds fifty percent (50%) as of July 1.

Section 4. Work Assignments in Multiple Classifications: If an employee is scheduled to work in more than one classification, he/she will be paid the rate for all hours equal to the rate paid for the classification in which the employee works the majority of time.

Section 5. Probationary Period: Entering employees shall fulfill a ninety (90) work day probationary period to demonstrate satisfactory job performance. To qualify for step advancement, an employee must have completed the ninety (90) work day probationary period.

Section 6. Building Check: Any employee required to do a weekend or holiday building check, or alarm response, shall be compensated for a minimum of two (2) hours, guaranteed overtime, time for each such check. Whenever there is a scheduled activity, the building shall be checked during that scheduled time.

Section 7. Boiler License: The District will reimburse the full cost of the required boiler license for designated employees. A boiler license stipend will be paid in an amount as follows:

- \$ 250 for a Special License
- \$ 500 for a 2nd Class License
- \$1,000 for a 1st Class License
- \$1,500 for a Chief's License

This stipend will be paid on the last regular pay period of each fiscal year (June 30)

Section 8. Uniform Allowance: All custodians will be required to wear a uniform as determined by the district. The District will reimburse the employee one hundred percent (100%) of the cost of uniforms (including coveralls and shoes subject to district approval) to a maximum of two hundred fifty dollars (\$250.00) per year.

Section 9. Rate of Pay for Temporary Assignment: If an employee is assigned, in writing, temporarily by the Director of Management Services or Building Principal to a position in a higher classification, the employee will be paid at the higher rate of pay.

ARTICLE VII

GROUP INSURANCE

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

Section 2. Health Insurance:

Subd. 1. Eligibility and Qualification: Eligibility and qualification shall be in accordance with the health insurance plan document. All employees whose regular work assignment is twenty (20) hours or more per week are eligible for enrollment in the group as provided by the plan document.

Subd. 2. District Contribution: The District shall make available a single High Deductible HSA health plan to all regularly scheduled eligible employees who work twenty (20) hours or more per week that elect to participate in said plan at no cost to the employee.

To be eligible for any district plan regular part-time employees must work twenty (20) hours or more per week to be eligible for District contributions. Any additional cost of the premium shall be borne by the regular part-time or regular full-time employee and paid by payroll deduction. Employees that elect to participate in one of the District's other health insurance plans will receive the following dollar amount toward insurance coverage, but not to exceed the premium for the full-time regularly assigned eligible employees that qualify for and are enrolled in the District's group health insurance plan.

District Contribution	2020-2021	2021-2022
30 hours to 40 hours is Full time status	\$8,400.00	\$8,900.00
20 hours to 29.9 hours is Part-time status	\$6,300.00	\$6,675.00

Subd. 3. Retirement: Upon retirement, employees who are enrolled in the group health insurance plan, may continue to remain a part of the health insurance group to age 65 at their own expense. At age 65, retired employees may continue health insurance coverage as provided by the group Medicare Supplemental program at their own expense. Retired employees who are not eligible for Medicare may continue health insurance coverage at their own expense as part of the regular group. Those retiring after September 1, 1987, who is eligible for the Medicare Supplemental program, must join at the age they become eligible for Medicare coverage.

Subd. 4. Married Couples Employed by District: Married couples who are both employed by the District may pool their insurance premium allowance to purchase one family plan versus two individual plans. The District contribution will not exceed the premium allowance each employee would be eligible to receive on an individual basis.

Subd. 5. Employer HSA Contributions: In the event that an employee chooses the District HSA Health Insurance plan, the District will contribute the difference between the negotiated District health insurance contribution and the premium cost for single coverage, if the District health insurance contribution is larger. This amount will be deposited into the employee's Health Savings Account on a per paycheck basis.

Section 3. Long-Term Disability Insurance: The District shall provide L.T.D. insurance for all eligible employees in accordance with the plan document of the District selected carrier. All regularly scheduled employees whose base annual schedule is twenty (20) hours or more per week will be eligible for L.T.D. effective January 1, 1984.

Section 4. Workers' Compensation Insurance: Workers' compensation insurance, as required under the Workers' Compensation Act of the State of Minnesota, is carried by the District. This insurance covers injuries that occur while the employee is performing services in connection with employment by the District.

Subd. 1. Upon the request of an employee who is absent from work because of disability resulting from a compensable injury under the provisions of the Workers' Compensation Act, the District will pay, as an allowance for sick leave, the difference between the amount of the compensation paid to the employee by the insurance carrier and the amount of the employee's regular rate of pay. Provided, however, that in no event shall the payments made to the employee by the District by virtue of the allowance for sick leave, when added to the amounts received from the insurance carrier, exceed the total daily, weekly or monthly salary or wage of the employee at the employee's regular rate of pay. The sick leave time for which payment is made will be deducted from the employee's sick leave accrual on F.T.E. basis. Provided, further, that in no event shall the total payments by the District exceed the amount of accrued sick leave to which the employee is entitled.

Section 5. Voluntary Group Participation: Eligible employees shall have the right to participate in Tax Sheltered Annuities and Cancer Indemnity Programs with premiums deducted from salary by the District.

Section 6. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this Article as long as that employee is employed by the District, is a regularly assigned eligible employee who meets the criteria of the plan for participation. Upon termination of employment or limitation of employment to less than an eligible employment status, all District participation and contributions shall cease effective on the last working day of the employee.

Section 7. Continuation of Insurance Coverage: The District shall provide opportunities for the employee to convert to a plan or to remain in the plan pursuant to applicable federal and state laws.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Sick Leave: All full-time employees shall earn sick leave at the rate of ten (10) hours per calendar month or ninety-six (96) hours per year for school term employees, and one hundred twenty (120) hours per year for twelve (12) month employees, earned on a monthly accrual basis. Regularly assigned part-time employees shall be eligible for sick leave on the basis proportional to the percentage of the time they are regularly employed.

Subd. 1. Unused sick leave may accumulate to a maximum credit of sick leave per employee of one hundred (100) times the number of hours in an employee's standard work day, except in those cases in which the excess results from a reduction in hours.

Subd. 2. Reduced Hours and Unused Sick Leave Accumulation Maximums: If an employee's regular hours are reduced and their unused sick leave exceeds the new maximum number of hours allowed, no hours of unused sick leave already accumulated will be deducted from the employee's unused sick leave balance. Once the level of unused sick leave accumulation falls below the new maximum allowed, new hours of unused sick leave begin to accumulate up to the maximum hours allowed at the start of the next fiscal year.

Subd. 3. Sick leave shall be allowed by the 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. Additional sick leave shall be allowed as designated in Minnesota Statute 181.9413.

Subd. 4. The District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination of the eligibility of an employee for sick leave is reserved to the District.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised and the District will assume the cost of the medical expense incurred to furnish this certificate.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 7. Sick leave benefits shall not apply to any employee for any injury sustained as a result of any work for wage or profit including any self-employment, contract labor, temporary, supplemental or secondary job for which any benefits, settlements, awards, or damages are received or payable or could be received or payable under any workers' compensation or similar act or law.

Subd. 8. An unpaid leave of absence may be granted for up to one (1) year for health reasons if recommended by the attending physician in writing and approved by the District and/or designee.

Section 2. Maternity Leave: When an employee becomes pregnant, she may request maternity leave as follows:

Subd. 1. Maternity leave will be granted in accordance with the regular sick leave provisions of Article VIII, Section 1, for disabilities related to pregnancy or childbirth limited to that period of time only which a licensed physician reasonably determines the person is unable to work due to pregnancy or childbirth disabilities.

Subd. 2. A doctor's certificate of this determination shall be presented to the District when issued by the doctor.

Subd. 3. If an employee chooses to utilize sick leave, the employee must continue to work until a doctor certifies that she can no longer fulfill the requirements for the position. The employee is required to return to work or take child care leave as soon as she is physically able to do so, as certified by her physician. During the period of her sick leave only, the employee is eligible to receive sick leave benefits. An employee may request a child care leave at the conclusion of this disability.

Section 3. Adoption Leave:

Subd. 1. The Board may grant adoption leave to any employee who makes a written application for such leave. Adoption leave may be granted because of the need to prepare legal documents and provide parental care for a child or children of the employee for an established period of time.

Subd. 2. Adoption leave may include all necessary meetings to fulfill the requirements of the adoption process. Upon learning of the date of home placement, the employee shall submit a written application for adoption leave to the Superintendent specifying the dates of the requested leave.

Subd. 3. Adoption leave may commence prior to home placement and may continue up to a maximum of twenty (20) days. Additional days may be granted by the School District. Adoption leave shall be deducted from accrued sick leave earned by the employee.

Subd. 4. Extended adoption leave may continue up to one (1) year without pay. The employee may not use sick leave for extended adoption leave.

Subd. 5. An employee returning from adoption leave shall be re-employed in a position for which he/she is qualified commensurate with a position occupied prior to the leave subject to the following conditions:

1. That he/she is not physically or mentally disabled from performing the duties of such position.
2. That he/she returns on the date designated on the request for leave approved by the School Board.

Subd. 6. An employee who returns from adoption leave within the provisions of the section shall retain all previous experience credit and any unused sick leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for adoption leave.

Subd. 7. An employee on extended adoption 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 he/she wishes to retain.

Section 4. Child Care Leave of Absence:

Subd. 1. A child care leave may be granted by the District, subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the District or designee in writing of intention to take the leave at least three (3) calendar months, whenever possible, before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, the employee must continue to work until a doctor certifies that she can no longer fulfill the requirements for the position. The employee is required to return to work or take child care leave as soon as she is physically able to do so, as certified by her physician.

Subd. 4. The District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e. winter vacation, spring vacation, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the District shall not, in any event, be required to:

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

Subd. 6. The employee returning from child care leave shall be reemployed in a position which is the same as, or equal to, the employment prior to leave unless previously discharged.

Subd. 7. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the District and the employee mutually agree to an extension in the leave.

Subd. 8. 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 District to have opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. The employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during this period of absence for child care leave.

Subd. 10. The employee on child care 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 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. 11. Leave under this Section shall be without pay or fringe benefits.

Section 5. Family, Medical, Parental and Child Care Leave: Family, medical, parental and child care leave will be available in accordance with State and Federal statute.

Subd. 1. Employees shall be allowed up to sixteen hours of leave per year for the purpose of attending school, pre-school, or child care provider conferences and classroom activities of the employee's child.

Subd. 2. Employees shall be allowed to use any accumulated sick, vacation, personal or compensatory time to offset unpaid leave with paid leave, when required by law.

Subd. 3. An employee shall receive up to one hundred sixty (160) hours (total per year) of sick leave benefits. This may be paid or unpaid leave depending on employee's available leave for a serious illness or death of an immediate family member (defined as adult child, spouse, sibling, parent, grandparent, grandchild, or stepparent of the employee or spouse). Sick child care shall be provided for absence due to the illness of a dependent child in accordance to Minnesota Statute 181.9413.

Section 6. Emergency Leave: An employee shall be granted emergency leave, which is deductible from sick leave, as follows:

Subd. 1. Members of the bargaining unit may be granted emergency leave of one (1) day per year at the discretion of the District for situations which require the employee's specific attention and which cannot be attended to during non-duty hours. Deaths, funerals, court appearances as approved by the Superintendent, estate settlements, or State or Federal IRS audits define emergency leave that may be granted by the School District upon recommendation of the Superintendent of Schools. An emergency leave that is not defined under existing language will be at the discretion of the Superintendent. All leave must have prior approval by the District. The District reserves the right to deny such leave requests.

Subd. 2. Emergency leave days are not cumulative.

Section 7. Personal Leave: All custodial employees could qualify for personal leave if they miss less than three (3) days of work and would qualify for two (2) personal days. If an employee would miss less than six (6) days of work they would qualify for one (1) personal day. Absences of seven (7) day or more would not qualify for any personal day. Qualification would be determined on prior year absences and those absence used to determine the personal days earned are sick leave, child care leave, family medical, parental and child care leave, unpaid leave, and deduct leave. Leaves not used to determine qualification are vacation, maternity leave, adoption leave, personal leave, and jury duty leave.

Section 8 Jury Duty Leave: A custodial 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 remitted to the School District.

Section 9 Unpaid Leave: A leave of absence without pay for up to one hundred eighty (180) calendar days may be granted by the District.

Subd. 1. A leave of absence without pay of thirty (30) calendar days or less may be granted by the District for personal reasons, advanced study, scholarship or fellowship for an employee.

1. Any employee who has satisfied their probationary period may request an unpaid leave of thirty (30) calendar days or less. The request must be made in writing to the immediate supervisor at least thirty (30) days prior to the commencement of the intended leave.
2. The employee's immediate supervisor shall inform the applicant in writing fourteen (14) calendar days prior to the commencement of the intended leave that the request has been granted or rejected. Such leave may be granted based on staffing needs of the district.

Subd. 2. A leave of absence without pay for more than thirty (30) calendar days and less than one hundred eighty (180) calendar days may be granted by the District for advanced study, scholarship or fellowship for an employee.

1. Any employee who has two (2) or more years of service with the district may request an unpaid leave of absence of more than thirty (30) calendar days and less than one hundred eighty (180) calendar days. The request must be made in writing to the immediate supervisor and the Superintendent of Schools ninety (90) calendar days before the intended leave is to occur.
2. The Superintendent of Schools shall inform the applicant in writing thirty (30) calendar days prior to the commencement of the intended leave that the request has been granted or rejected. Such leave may be granted based on the staffing needs of the district.

Section 10. Deduct Leave: District 518 will allow for an employee to take a pay deduct at the District's discretion that is limited to no more than five (5) days in any school year. A request can be made to the Superintendent to allow for additional days to accommodate extraordinary circumstances.

ARTICLE IX

VACATIONS

Section 1. Regularly Scheduled Twelve-Month Employees: Shall be granted vacation per the following schedule based on continuous years of service in the District:

Working Days Vacation Per Year	Employees Continuous Years of Service
10 days	One (1) through Eight (8) years
15 days	Nine (9) through Fourteen (14) years
20 days	Fifteen (15) through Nineteen (19) years
21 days	Twenty (20) through Twenty-four (24) years
22 days	Twenty-five (25) or more years

Vacation days for twelve-month employees are earned on a monthly accrual basis for the contract year. Vacation days may be used during the year in which they are earned, but not to exceed accrued days. Vacation days accrued during a contract year must be used prior to December 31st of the next school year. No vacation may be taken during their probationary period. If a holiday falls in the vacation period, the holiday shall not count as a day of vacation for the twelve-month employees.

Section 2. Vacation Approval: Vacation periods are to be approved in advance by the employee's immediate supervisor. All vacation requests should be submitted sufficiently in advance so that work assignments can be adequately scheduled or covered by other personnel.

Section 3. Effect of Leave: Vacation time will not accrue while an employee is on sick leave or non-paid leave when the absence is more than one (1) consecutive month or on non-paid leave.

ARTICLE X

PAID HOLIDAYS

Section 1. Regularly Scheduled Twelve-Month Employees: Shall receive the following paid holidays on the basis of their regularly assigned work day, provided the employee is on duty the work day before and the work day after the holiday except when on vacation or other approved leave:

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

Subd. 1. Employees working less than eight (8) hours per day shall receive proportional holiday pay equivalent to their normal work day rate.

Subd. 2. The District would be allowed to hold school on Presidents' Day and a floating holiday would be designated in exchange for holding school on this holiday. The floating holiday must be utilized prior to June 30 of each year.

ARTICLE XI

403(b) MATCHING CONTRIBUTION PLAN

Section 1. 403(b) Matching Contribution Plan: Beginning July 1, 2016 the MSEA employees under this Agreement shall be eligible to participate in a 403(b) matching contribution plan pursuant to Minnesota Statute 356.24.

Subd. 1. Eligibility: The District will match eligible employee contributions based on the following years of experience within District 518 once they have reached the top of the salary schedule:

ISD 518 current years of experience	District Matching Contribution
0 – 7 years	Not Available
8 - 13 years	\$300.00
14 – 19 years	\$500.00
20 + years	\$700.00

Subd. 2. Any employee on a leave of absence would not be eligible to receive matching contributions from the District.

Subd. 3. Employees may use any vendor from the identified third party or the District identified vendor list that is mutually agreed upon by the parties for use in the 403(b) matching contributions.

Subd. 4. No retired employee would be eligible for this plan or District contributions.

Subd. 5. All employer matches would be calculated against the settlement package.

Subd. 6. A maximum lifetime match from District 518 would be \$20,000 per participant.

Subd. 7. The District's only obligation would be to assure that contributions are properly remitted to the issuer of the contract and the W-2's are properly adjusted.

Subd. 8. Any errors in the plan or in the contributions may be corrected by the District to maintain IRC 403(b) compliance

Subd. 9. All Federal and State laws would be applicable and maintained in compliance with the plan.

Subd. 10. All part-time employees would follow other benefits language for eligibility and be pro-rated on the same basis.

Subd. 11. The deadline for participation would be July 1 of each school year.

ARTICLE XII

HOURS OF SERVICE

Section 1. Work Week: The regular work week, exclusive of lunch, shall be forty (40) hours.

Subd. 1. Absence Procedure: All absences from the scheduled base hours will be reported on the monthly Absence Report including sick leave, emergency leave, vacation leave, other paid leave and ALL unpaid leave for Association meetings, personal leave, emergency school closing, excess sick leave and any other absence from the scheduled base hours. When the employee is absent from the scheduled base hours not covered by the paid leave provision of this Agreement, the time not worked will be deducted from the monthly salary payment.

Subd. 2. Extra Time Procedure: Employees are not permitted to change their own schedule by working more hours or days than scheduled. Any change must have prior authorization in writing by the District and must be reported on the time clock system. When an employee is authorized and scheduled to work time which exceeds the scheduled base, this time must be approved in advance and reported on the Time Sheet by the District or its designee. This extra time would include special assignment time, make-up time due to unpaid leave time reported on the Absence Report and emergency time.

Subd. 3. Overtime Compensation: Overtime compensation will be paid at the rate of one and one-half (1 1/2) times in excess of forty (40) hours.

Subd. 4. Sunday and Holiday Premium Pay: All work performed by an employee on a Sunday or legal holiday shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for all hours worked. This is in addition to any regular holiday pay the employee may be entitled.

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

Section 3. Shifts and Starting Time: Custodians will be assigned a starting time, shifts, length of day and length of year of employment as determined by the District or designee and a copy of the assignment will be provided to the employee. The District shall notify any affected employee of any permanent change in his/her individual employee contract at least five (5) working days in advance of the change.

Section 4. Lunch Period: Employees shall be provided a duty-free lunch period of at least thirty (30) minutes when the employee's schedule is five (5) hours or more per day. The lunch period will be paid if the lunch period is not duty-free and a meal will be provided at no cost to the employee.

Section 5. Rest Break: All employees who work seven (7) hours per day and longer are entitled to a fifteen (15) minute rest break during the first four (4) hours and the second four (4) hour period of each daily assignment. Employees who work four (4) hours but less than seven (7) hours per day are entitled to one (1) fifteen (15) minute rest break per day. Employees who work less than four (4) hours per day are not eligible for a rest break.

ARTICLE XIII

PROBATION, DISCIPLINE AND DISCHARGE

Section 1. Probationary Employees: Newly hired employees will serve a probationary period of ninety (90) work days of continuous service. During this period, the District has the unqualified right to suspend without pay, discharge, or otherwise discipline an employee. During this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Just Cause: Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period for just cause. Discipline shall be imposed in a timely manner.

Section 3. Progressive Discipline: Disciplinary action shall normally include only the following measures and shall normally be administered progressively in the following order:

Subd. 1. Reprimands, either oral or written;

Subd. 2. Suspension from duty without pay;

Subd. 3. Discharge from employment.

The District reserves the right to move directly to a higher level of discipline based on the seriousness of the offense and other relevant factors.

Section 4. Meetings to Discuss Discipline Measures: If a supervisor meets with an employee to discuss written reprimand, suspension, or discharge, the employee has the right to have a union representative present.

Section 5. Personnel File: Any employee shall have the right to inspect his/her personnel file during regular business hours. The employee may reproduce contents of the file at his/her own expense and may attach a statement of explanation or rebuttal to any information contained in such file.

Section 6. Discharge Due Process: No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the District which shall be conducted after advance notice to the employee and his/her Union representative who shall be permitted to attend the conference.

Section 7. Disciplinary Action Records: A written record of all disciplinary actions within the meaning of this article, shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. The disciplined employee or Union representative shall be entitled to submit a written response to be included in the employee's personnel record.

Subd. 1. Written reprimands shall not be relied upon to form the basis for further disciplinary action after five (5) years following the date of the written reprimand.

Subd. 2. Suspensions or demotions in position shall not be relied upon to form the basis for further disciplinary action after five (5) years from the date of the suspension or demotion.

ARTICLE XIV

SENIORITY REDUCTIONS AND LAYOFF

Section 1. Recognition: The parties recognize the principle of seniority in the event of a reduction in the work force and for determination of benefits within the District.

Section 2. Seniority Date:

Subd. 1. District Seniority: Upon the satisfactory completion of the probationary period, an employee's seniority shall relate back to his/her first day of actual service in the District. If more than one (1) employee begins work on the same day, seniority ranking for such employee shall be determined by the District.

Subd. 2. Unit Seniority: Unit Seniority shall accrue only while actively working in that unit. If more than one (1) employee begins work in the unit on the same day, seniority ranking for such employee shall be determined first by whomever has more District seniority and then by the District.

Subd. 3. An employee shall lose seniority upon written resignation, termination, or failure to report after recall. A layoff of more than twelve (12) months shall be considered a termination.

Section 3. Qualifications: In order to exercise seniority to displace a junior employee, the senior employee must be qualified for the position in the opinion of the District. In order for an employee on layoff to exercise his/her recall rights to a vacant position, the employee must be qualified for the vacant position in the opinion of the District.

Section 4. Layoff: The least senior person within a classification will be the first person laid off. An employee on layoff shall retain his/her seniority and right to recall within the same or lower classification in seniority order for a period of one (1) year after the date of layoff.

Section 5. Reduction in Hours: In the event that a reduction in the number of hours assigned becomes necessary, the District will attempt to make a reduction of hours based on the seniority of the employees in that building.

Section 6. Notice of Reduction or Layoff: Written notice of reduction in hours or layoff shall be given fifteen (15) calendar days before the scheduled reduction in hours or layoff. The District will attempt to notify reduced or laid off employees prior to any public action or release of public information. Notice of reduction or layoff shall be made by regular mail to the last known address of the employee being reduced or laid off.

Section 7. Notice of Recall: Notice of recall shall be made by regular mail to the last known address of the employee being recalled. The employee will have ten (10) day calendar days to respond to the notice of recall. If after this period of time, the employee has not accepted the position to which he/she has been recalled, the employee's name shall be removed from the seniority and recall list. It is the responsibility of the employee on layoff to keep the District advised of his/her current mailing address. The School District shall recall employees in inverse order of layoff within the unit provided the employee meets the minimum qualifications of the available position. If the position is not filled through this process, it will be posted as a vacancy. No new employee will be hired to fill a position by the District while there are qualified employees in layoff status, or have hours reduced in that classification.

Section 8. Seniority List: A current seniority list shall be compiled with a copy provided to the Chief Steward of the Association and the Exclusive Representative. Such seniority list shall be published by December 1 of each year.

ARTICLE XV

VACANCIES, JOB POSTINGS, AND CLASSIFICATIONS

Section 1. Posting Vacancies:

Subd. 1. All permanent vacancies and regular positions or newly created positions, including its classification, will be posted for a period of five (5) working days prior to filling the vacancies. The vacancy shall be posted in all school buildings, on the District website and notification to the Chief Steward. A permanent vacancy is defined as one anticipated to last more than six (6) months and consisting of thirty-five percent (35%) or more of the normal work week. A permanent vacancy shall not include a position for which an incumbent is on leave. A temporary vacancy that is expected to involve bargaining unit membership shall be posted in all buildings and on the District website for a period of five (5) days prior to filling the vacancy.

Subd. 2. All employees under this Agreement may submit an on-line application to the District for any vacancy or newly created position which is posted pursuant to this Article.

Subd. 3. Notice to an internal candidate not selected to fill the vacancy or new position shall be given within five (5) working days after the filling of the position.

Section 2. Increase in Hours: In the event that an increase in the number of hours assigned becomes necessary, the District will attempt to grant the increase of hours based on the seniority of the employees in that building first and then district wide.

Section 3. Reclassification: Employees may initiate requests for reclassification pursuant to District policy. The union shall be notified of reclassification(s) under consideration by the School District.

ARTICLE XVI

GRIEVANCE PROCEDURE

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

Section 2. Representative: The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf. The grievant and Chief Steward shall remain in pay status for all meetings and negotiations held during scheduled work hours with the District during the grievance process.

Section 3. Definitions and Interpretation:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement of the parties to the grievance.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days 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, or Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

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

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

Section 7. Denial of a Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party or the Exclusive Representative, and such request must be filed in the office of the superintendent within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS 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 five days after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:
1. The issues involved.
 2. Statement of the facts.
 3. Position of the grievant.
 4. The written documents relating to Article XII, Section 5 of the grievance procedure.
- B. 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, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator 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. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made 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 other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; 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 employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. 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 the 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 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 XVII

PUBLIC OBLIGATION

Section 1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

The Exclusive Representative agrees, therefore, that during the term of this contract, neither the Exclusive Representative nor any individual employee shall engage in any strike. For purposes of this section, the term "strike" shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Representation: An employee elected or selected by the Association to attend Association meetings, conferences and/or seminars or other activities shall be granted a leave of up to three (3) days per year, without pay, for such purposes limited to a maximum of ten (10) days per year for the combined membership of the Exclusive Representative. The District or designee may approve compensatory time for these days in lieu of pay deduction. The request to attend Association activities during regularly scheduled work hours must be submitted to the District or designee five (5) work days prior to the dates of attendance. Attendance approval will be limited to no more than one (1) employee per building not to exceed four (4) employees of the District at any one time.

Section 2. Dissemination of Master Agreement: Each employee and the Exclusive Representative shall be made available an electronic copy of this Agreement. An employee shall receive a hard copy of the Agreement if: they are a new hire or a personal request is made to the District office.

ARTICLE XIX

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2020 through June 30, 2022, and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent in accordance with P.E.L.R.A., as amended.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

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

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

Custodial Association of Worthington

Independent School District 518



Chief Steward



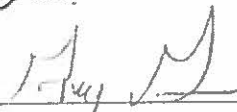
Chairperson



Secretary



Clerk



Chief Negotiator

Dated this 8 day of JUNE, 2020

Dated this 16th day of June, 2020

SCHEDULE A

CUSTODIAL ASSOCIATION OF WORTHINGTON

SALARY SCHEDULE

2020-21

<u>STEPS</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>HEAD CUSTODIAN</u>
P	\$17.89	\$18.27	\$20.68
1	18.19	18.57	20.98
2	18.49	18.87	21.28
3	18.80	19.17	21.58
4	19.10	19.48	21.88
5	19.41	19.77	22.17
6	19.72	20.07	22.48
7	20.01	20.38	22.78

2021-22

<u>STEPS</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>HEAD CUSTODIAN</u>
P	\$18.36	\$18.74	\$21.15
1	18.66	19.04	21.45
2	18.96	19.34	21.75
3	19.27	19.64	22.05
4	19.57	19.95	22.35
5	19.88	20.24	22.64
6	20.19	20.54	22.95
7	20.48	20.85	23.25