For an explanation or interpretation of the contract, call your Association or the Labor Relations and Benefits Department.

MASTER CONTRACT

Anoka-Hennepin Independent School District No. 11 Anoka, Minnesota

and

School Service Employees SEIU, Local 284

CLC

Regarding Terms and Conditions of Employment for Building Service Employees Anoka-Hennepin Independent School District No. 11

ARTICLE I

PURPOSE

The purpose of this agreement is to encourage and increase orderly, constructive and harmonious relationships between the Employer and Building Service Employees; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Union pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the "PELRA."

ARTICLE II

RECOGNITION

The School Board recognizes School Service Employees Local 284 as the duly authorized exclusive representative of the Building Service Employees of the Anoka-Hennepin Independent School District No. 11. The School Board hereby agrees that it will not recognize or negotiate with any person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

The Building Service Employees hereby agree that Local 284 School Service Employees shall be the sole agency representing the Building Service Employees of Independent School District No. 11 for the duration of this agreement.

ARTICLE III

MANAGEMENT RIGHTS

The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority and power of the Employer shall continue unimpaired, except as limited by specific provisions of this Agreement.

Any portion of this Agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated there under, either now or hereafter, shall be null and void and without force and effect. Any provision of this Agreement may be severable if any provision under any circumstance is held invalid; it shall not affect any other provisions of this Agreement or the applications of such provisions under other circumstances. The Employer reserves the right to amend any provision of this Agreement as necessary to comply with federal or state laws or rules and regulations promulgated there under.

ARTICLE IV

HOURS

The work year shall be twelve months including earned holidays and vacations. The work week shall be forty (40) hours, consisting of five (5) consecutive eight-hour days for all employees. There are to be no split shifts.

Overtime must be authorized.

It shall be the practice of the Administration to notify local union officers of major changes in shifts or hours.

ARTICLE V

COMPENSATION

Effective July 1, 2025, the following schedule of salaries and rules affecting wages shall be implemented:

1. For custodians, placement on the first three steps will be based on licensure. Custodians without a license will be placed on step 1. Custodians will be placed on step 2 upon obtainment of a specialist license. Custodians will be placed on step 3 upon obtainment of a 2nd class boilers license. Subject to change in negotiations, step movement for Custodians with a boilers license of second class or greater will be effective the beginning of each year (July 1) until the maximum step is reached. To be eligible for a step increment, an employee must have been placed on Step 3 prior to April 1 of the relevant year. Custodians placed on Step 3 between April 1 and June 30 of the relevant year shall remain on the third step with no step movement until the following July 1, if applicable.

For warehouse and grounds employees, the date of employment will determine placement and advancement on the salary schedule. New employees shall be placed on the initial step rate. Subject to change in negotiations, step movement will be effective the beginning of each year (July 1) until the maximum step is reached. To be eligible for a step increment, an employee must have been hired prior to April 1 of the relevant year. Employees hired between April 1 and June 30 of the relevant year shall remain on the initial step with no step movement until the following July 1, if applicable.

- 2. <u>Lead Pay</u>: Employees designated and assigned as leads shall receive lead pay as set forth in the Salary Schedule. Building leads must have a minimum boiler license one grade below what is required for that building. Lead designation may also include an employee in Grounds, the Warehouse, the Woodshop, Electrical Low Voltage, and Maintenance areas which do not require a boilers license.
- 3. Custodians or those employees on special assignments will be paid the listed rate per this contract or \$2.00 per hour above their base rate beginning the first day of such assignment. Special assignments include special work projects as defined by the District and/or filling in as a Building Supervisor. After 20 consecutive work days excluding holidays, vacation days, and sick days filling in for the Building Supervisor, the additional stipend will be \$5.00 per hour above the base rate, prospectively. Filling in for an afternoon lead, as directed by the Building Supervisor, will also be included and will be paid at the corresponding lane of pay for that step. Special assignment work projects (except filling in for

- Building Supervisor) of 30 days or more will be posted and filled with the best qualified candidate, which is determined by the District. Workdays are defined in Article IV and do not include weekends.
- 4. Work performed in excess of eight hours per day or forty hours per week shall be compensated at time and one-half rate. Emergency work required on Thanksgiving Day, Christmas Day, Easter Sunday, or any holiday listed in Article VIII shall be compensated at double time rate excluding building checks which are compensated at a time and one-half rate.
- 5. <u>Shift Pay</u>: Additional pay for those employees assigned to second and third shift assignments is included on the salary schedule. Employees assigned to second and third shift assignments during the school year but not the summer will continue to be paid at the second or third shift rate during the summer.
- 6. All applicants for a vacant position shall possess the required license at time of bid. Employees (excluding drivers, warehouse, grounds, and maintenance employees) may receive additional pay on the wage schedule by obtaining the applicable license (2nd, 1st, Chief). Employees who show evidence of successfully completing tests for boiler license or renewal shall be reimbursed the **test and** license fee and shall be placed on the appropriate wage rate lane commensurate with the license.
 - In the event an employee lets his/her license lapse as verified by District review of Minnesota Department of Labor and Industry records, the employee will be placed on his/her current lane on the "no license" step effective on the next available paycheck. Effective upon receipt by the Building & Grounds office that the employee has obtained licensure, the employee will be placed on the appropriate step and lane effective on the next available paycheck.
- 7. <u>Building Check</u>: Employees shall receive a minimum of two hours pay for building checks. Maintenance and all custodians will be paid a minimum of two hours overtime when called back to work after normal working hours. This will include travel time but does not include building checks.
 - Employees who conduct remote work (e.g. problem-solving phone call) after their normal working hours shall be compensated for time worked, in 15 minute increments, as approved by supervisor.
- 8. Mileage will be paid at the rate set by the School Board for authorized travel between buildings and certain locations.

9. Salary Schedule: Effective 07-01-2025 through 06-30-2026: Step Movement

Custodial Positions

	LANE	Day /	Day	2nd shift	2nd shift	Afternoon	3rd shift	3rd Shift
		Midshift	Lead		- ESC	Lead		- Pool
								License
	STEP							
No License	1	\$20.00	\$21.50	\$20.25	\$20.45	\$22.05	\$20.35	\$21.85
Spec. Lic.	2	\$20.50	\$22.00	\$20.75	\$20.95	\$22.55	\$20.85	\$22.35
2nd class	3	\$21.50	\$23.00	\$21.75	\$21.95	\$23.55	\$21.85	\$23.35
or Higher	4	\$22.50	\$24.00	\$22.75	\$22.95	\$24.55	\$22.85	\$24.35
	5	\$23.50	\$25.00	\$23.75	\$23.95	\$25.55	\$23.85	\$25.35
	6	\$24.50	\$26.00	\$24.75	\$24.95	\$26.55	\$24.85	\$26.35
	7	\$25.50	\$27.00	\$25.75	\$25.95	\$27.55	\$25.85	\$27.35
	8	\$27.00	\$28.50	\$27.25	\$27.45	\$29.05	\$27.35	\$28.85
	9	\$28.95	\$30.45	\$29.20	\$29.40	\$31.00	\$29.30	\$30.80

Warehouse/Grounds Positions

STEP	Warehouse / Driver	Warehouse / Driver – Lead	Grounds	Grounds - Mechanic/ Irrigation	Grounds - Pesticide/ Playground License	Grounds Lead	Grounds Lead - Mechanic/ Irrigation	Grounds Lead - Pesticide/ Playground License
1	\$21.50	\$23.00	\$21.80	\$22.80	\$23.30	\$23.30	\$24.30	\$24.80
2	\$22.00	\$23.50	\$22.30	\$23.30	\$23.80	\$23.80	\$24.80	\$25.30
3	\$23.00	\$24.50	\$23.30	\$24.30	\$24.80	\$24.80	\$25.80	\$26.30
4	\$24.00	\$25.50	\$24.30	\$25.30	\$25.80	\$25.80	\$26.80	\$27.30
5	\$25.00	\$26.50	\$25.30	\$26.30	\$26.80	\$26.80	\$27.80	\$28.30
6	\$26.00	\$27.50	\$26.30	\$27.30	\$27.80	\$27.80	\$28.80	\$29.30
7	\$27.00	\$28.50	\$27.30	\$28.30	\$28.80	\$28.80	\$29.80	\$30.30
8	\$28.50	\$30.00	\$28.80	\$29.80	\$30.30	\$30.30	\$31.30	\$31.80
9	\$30.45	\$31.95	\$30.75	\$31.75	\$32.25	\$32.25	\$33.25	\$33.75

Maintenance Positions

Base	Licensed - Refriger. /	Carpenter	Licensed - - Electrician	Lead - Base	Lead - Licensed	Lead - Carpenter	Lead - Licensed - Electrician
	Universal Lic. - RPZ - Low Voltage		- DDC - HVAC - Master Gas - Master Refrigeration - Plumber - Pipefitter		- Refriger. / Universal Lic. - RPZ - Low Voltage		- DDC - HVAC - Master Gas - Master Refrigeration - Plumber - Pipefitter
\$36.70	\$39.20	\$40.20	\$41.70	\$38.20	\$40.70	\$41.70	\$43.20

Effective 07-01-2026 through 06-30-2027: Step Movement

Custodial Positions

	LANE	Day / Midshift	Day Lead	2nd shift	2nd shift - ESC	Afternoon Lead	3rd shift	3rd Shift - Pool License
No License	1	\$20.30	\$21.80	\$20.55	\$20.75	\$22.35	\$20.65	\$22.15
Spec. Lic.	2	\$20.90	\$22.40	\$21.15	\$21.35	\$22.95	\$21.25	\$22.75
	3	\$21.50	\$23.00	\$21.75	\$21.95	\$23.55	\$21.85	\$23.35
	4	\$22.50	\$24.00	\$22.75	\$22.95	\$24.55	\$22.85	\$24.35
	5	\$23.50	\$25.00	\$23.75	\$23.95	\$25.55	\$23.85	\$25.35
2nd class or Higher	6	\$24.50	\$26.00	\$24.75	\$24.95	\$26.55	\$24.85	\$26.35
or Higher	7	\$25.50	\$27.00	\$25.75	\$25.95	\$27.55	\$25.85	\$27.35
	8	\$27.00	\$28.50	\$27.25	\$27.45	\$29.05	\$27.35	\$28.85
	9	\$29.35	\$30.85	\$29.60	\$29.80	\$31.40	\$29.70	\$31.20

Warehouse/Grounds Positions

LANE	Warehouse / Driver	Warehouse / Driver – Lead	Grounds	Grounds - Mechanic/ Irrigation	Grounds - Pesticide/ Playground License	Grounds Lead	Grounds Lead - Mechanic/ Irrigation	Grounds Lead - Pesticide/ Playground License
1	\$21.80	\$23.30	\$22.10	\$23.10	\$23.60	\$23.60	\$24.60	\$25.10
2	\$22.40	\$23.90	\$22.70	\$23.70	\$24.20	\$24.20	\$25.20	\$25.70
3	\$23.00	\$24.50	\$23.30	\$24.30	\$24.80	\$24.80	\$25.80	\$26.30
4	\$24.00	\$25.50	\$24.30	\$25.30	\$25.80	\$25.80	\$26.80	\$27.30
5	\$25.00	\$26.50	\$25.30	\$26.30	\$26.80	\$26.80	\$27.80	\$28.30
6	\$26.00	\$27.50	\$26.30	\$27.30	\$27.80	\$27.80	\$28.80	\$29.30
7	\$27.00	\$28.50	\$27.30	\$28.30	\$28.80	\$28.80	\$29.80	\$30.30
8	\$28.50	\$30.00	\$28.80	\$29.80	\$30.30	\$30.30	\$31.30	\$31.80
9	\$30.85	\$32.35	\$31.15	\$32.15	\$32.65	\$32.65	\$33.65	\$34.15

Maintenance Positions

- IVIGITIECTIO	arree r obitions						
Base	Licensed - Refriger. / Universal Lic RPZ - Low Voltage	Carpenter	Licensed Electrician - DDC - HVAC - Master Gas - Master Refrigeration - Plumber - Pipefitter	Lead - Base	Lead - Licensed - Refriger. / Universal Lic. - RPZ - Low Voltage	Lead - Carpenter	Lead - Licensed - Electrician - DDC - HVAC - Master Gas - Master Refrigeration - Plumber - Pipefitter
\$37.70	\$40.20	\$41.20	\$42.70	\$39.20	\$41.70	\$42.70	\$44.20

B. Additional Compensation

- I. Additional compensation for Drivers, Leads, Grounds, and Warehouse employees is reflected on the salary schedule.
- II. Additional compensation for certain positions for which the District requires licensure or additional knowledge and skills are reflected on the salary schedule. These include:

Custodial: Pool Certification

Grounds: Pesticide/Herbicide Applicators License

Certified Playground Safety Inspector

Mechanic Irrigation

Maintenance: Refrigeration/Universal License

Reduced Pressure Zone State Certification Low Voltage Power Limited Technician

Electricians License

DDC HVAC

Master Gas License

Master Refrigeration License

Plumbers License Pipefitter License

Carpenter

The additional compensation included on the salary schedule does not apply to employees on special assignment. There shall be no stacking of licenses; in addition, the parties may mutually agree to add additional licenses as may be necessary.

III. Advanced Boilers License Pay:

Compensation for custodians with specialist and 2nd class boilers licenses is included on the salary schedule. The following additional stipend (not included on salary schedule) will be provided for employees in custodial positions who hold advanced boilers licenses:

	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027
1st Class License:	\$0.50 per hour	\$0.75 per hour
Chief License:	\$0.75 per hour	\$1.25 per hour

IV. Longevity Pay:

From July 1, 2025 – June 31 2026, Employees with seniority dates between July 1, 2005 and June 30, 2010 will receive an additional fifty cents (\$0.50) per hour, and employees with seniority dates prior to July 1, 2005 will receive an additional stipend of seventy-five cents (\$0.75) per hour (not included on salary schedule).

Beginning July 1, 2026, Employees with seniority dates between July 1, 2006 and June 30, 2011 will receive an additional fifty cents (\$0.50) per hour, and employees with seniority dates prior to July 1, 2006 will receive an additional stipend of seventy-five cents (\$0.75) per hour (not included on salary schedule).

- V. Beginning July 1, 2025, the second shift electrician will receive an additional \$0.25 per hour
- 10. <u>Emergency closing</u>. When **an employee's assigned site is** closed and/or evening programs/ events are canceled due to inclement weather, employees are expected to complete their **assigned** shift.

Emergency closings are defined as follows:

- Morning closures (before the school day begins): Applies to 1st, 2nd, and 3rd shifts.
- Evening prior closures (announced the night before): Applies to 3rd, 1st, and 2nd shifts.
- Mid-day closures (during the school day): Applies to 2nd and 3rd shifts.
- Friday closures (before or during the school day): Includes the Friday 3rd shift and Saturday shift.

When only evening activities are cancelled, mid-shift employees working beyond the end of the school day will receive an additional straight-time rate for those extra hours.

Employees working during an emergency closing will be paid an additional straight-time rate.

Employees who are not required to report must make personal contact with their supervisor to confirm their status and remain on call to receive regular pay. Personal contact includes leaving a voicemail or text with a callback number and location. If no contact is made, the employee will not be paid for the shift.

If an employee is on an approved sick or vacation leave (excluding Board-approved leaves) during an emergency closing, that leave will not be deducted.

11. Short Staffed: In the event a substitute custodian is not found, a supervisor may offer an on-shift custodian up to two (2) hours of additional work, to be paid at the over-time rate.

ARTICLE VI

INSURANCE

1. Eligibility

New full time (260 days per year and 8 hours per day) employees shall be eligible for the District Hospitalization-Medical-Major Medical plans on their first day of full-time work.

The eligibility date for Long Term Disability Insurance will be effective the first of the month following completion of the probation period.

2. Hospitalization-Medical-Major Medical Insurance

The school district shall provide hospitalization insurance for all full-time staff members who are eligible and enrolled in the plan. Effective September 1, 2025, the District contributions shall be:

- A. <u>Single Contribution</u>: Effective September 1, **2025**, the District shall contribute up to **nine hundred five dollars (\$905.00)** per month of the premium for single coverage for full-time employees who qualify for and are enrolled in the School District group health and hospitalization plan. Effective September 1, **2026**, the District shall contribute up to **nine hundred forty-five dollars (\$945.00)** per month of the premium for single coverage for full-time employees who qualify for and are enrolled in the School District group health and hospitalization plan.
- B. <u>Family District Contribution</u>: Effective September 1, **2025**, the District shall contribute up to **one thousand six hundred seventy dollars (\$1,670.00)** per month towards the premium for family coverage for full-time benefit eligible employees who qualify for and are enrolled in the District group health and hospitalization plan. Effective September 1, **2026**, the District shall contribute up to **one thousand eight hundred forty-five dollars (\$1,845.00)** per month towards the premium for family coverage for full-time benefit eligible employees who qualify for and are enrolled in the District group health and hospitalization plan.
- C. <u>Dual Spouse Contribution</u>: Effective September 1, **2025**, if both married spouses work full time for the District and both are benefit eligible and enrolled, the District shall contribute up to **two thousand five hundred seventy-five dollars** (\$2,575.00) per month of the premium for family coverage. Effective September 1, **2026**, if both married spouses work full time for the District and both are benefit eligible and enrolled, the District shall contribute up to **two thousand seven hundred ninety dollars** (\$2,790.00) per month of the premium for family coverage.
- D. Any additional cost of the premium shall be paid by the employee via payroll deduction.

3. Long Term Disability

Effective September 1, 2006, the District shall continue to pay the cost for Long Term Disability Insurance for all full-time employees. Eligibility for LTD benefits is the first of the month following completion of the probation period.

4. <u>Term Life Insurance</u>

Effective September 1, 2006, the School District shall continue to provide a \$50,000 term life insurance policy for each full-time employee.

5. Dental Insurance

The District shall contribute up to eighty dollars (\$80.00) per month of the premium for all full-time benefit eligible and enrolled employees in accordance with the School District Dental plan. Effective September 1, 2026, the District shall contribute up to eighty-five dollars (\$85.00) per month of the premium for all full-time benefit eligible and enrolled employees in accordance with the School District Dental plan. Any additional cost of the premium shall be paid by the employee via payroll deductions.

6. Worker's Compensation

<u>Subd. 1</u>. If any employee is absent from work as a result of compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

<u>Subd. 2</u>. Any employee who terminates his/her employment during a period of absence eligible for Workers' Compensation and has been overpaid shall be required to return the overpayment to the school district.

7. Long-term Disability

<u>Subd. 1.</u> Employees who are on a long-term disability leave shall be allowed to continue participation in any group insurance plan in which they participated prior to going on long-term disability.

<u>Subd. 2</u>. The District shall contribute an amount equal to that contributed for active employees for single health/hospitalization coverage up to Medicare eligibility. Dependent coverage contribution by the District shall continue at the amount in effect at the time of disability and shall cease two years from the time of long-term disability.

<u>Subd. 3</u>. The District shall contribute the full premium for the term life insurance until the waiver of premium commences. If the waiver of premium is not approved, the employee may continue the term life insurance by paying the School District at the group rate cost.

<u>Subd. 4</u>. Dental Insurance may be continued by the employee by paying the entire premium in effect for active employees.

8. Dock Days

Notwithstanding District guidelines for absence without pay (dock days) which may include docking of insurance benefits, the parties agree that the District shall not dock insurance benefits due to disciplinary unpaid suspensions.

ARTICLE VII

VACATION

1. General Guidelines

All full time employees are considered to have a work year of 2080 hours. Employees working less than 2080 hours will be given vacation and sick leave benefits in an amount proportionate to the relationship between the regular hours worked and 2080 hours.

2. Qualifications

The employee's seniority date shall determine the accrual rate for vacation as follows:

Seniority Guidelines

a. Less than 5 years of consecutive employment accrues:

10 days per year

b. 5 or more and less than 10 years of consecutive employment accrues:

15 days per year

c. 10 or more and less than 15 years of consecutive employment accrues:

20 days per year

d. 15 or more and less than 17 years of consecutive employment accrues:

21 days per year

e. 17or more years and less than 20 years of consecutive employment accrues:

22 days/per year

f. 20 or more years of consecutive employment accrues:

23 days per year

Employees with less than one year of employment will receive pro-rated vacation from the first date of hire.

- 3. <u>Carry over</u>: Employees may carry over an unlimited amount of vacation days. Normally, the maximum vacation taken during any fiscal year shall not exceed 28 days; however, additional earned vacation time shall be allowed while on FMLA approved leaves.
- 4. <u>Schedule</u>: Request for vacation must be approved by the employee's supervisor. Consideration for approval will be dependent on the time of year of the request, operation and maintenance needs of the work area, and availability of other building staff. While every effort shall be made to meet the desire of the employees requesting their periods of vacation leave, vacation schedules must conform to the requirements of operations and vacations must be taken as scheduled by the supervisor. Conflicting requests for vacations shall be resolved on the basis of seniority preference and timing of request.
- 5. <u>Terminal Vacation</u>: If an employee resigns, he/she shall be paid unused vacation earned up to one year's annual accrual.

If an employee retires, the employee may be paid for up to 40 days of earned but unused vacation.

If terminated for just cause, employees shall not be eligible for any vacation pay off.

ARTICLE VIII

HOLIDAYS

Twelve-month employees shall have 12 paid holidays. These holidays shall coincide with the school year calendar and will normally be Independence Day, Labor Day, two days at Thanksgiving, two days winter

break, New Year's Day, Martin Luther King Day, two days spring break, Memorial Day, and President's Day. If Juneteenth is observed as an additional School District Holiday, it will become a paid holiday.

Any paid holidays which fall within an employee's vacation period shall not count as a vacation day. Any employee who shall be asked to work on any paid holiday as described above shall be compensated at double time rate unless it is for a building check.

ARTICLE IX

SICK LEAVE

Sick leave will be earned at the rate of 15 days per year of employment and it will be allowed to accumulate to an unlimited amount. Sick leave may be used for personal illness or <u>serious</u> illness of the employee's spouse or children or on account of death of a member of the immediate family. The immediate family shall include spouse, children, grandparents, grandchildren, mother, father, brother, sister and in-laws of similar degree of relationship.

Up to 80 hours of accrued sick time may be used for any other uses allowable under MN Statute 181.9413, such as safety leave and care of relatives not included in the definition of immediate family members from the first paragraph of this section.

An employee must make personal contact with the Building Supervisor/immediate supervisor, Supervisor of Operations, or his/her designee.

Three days of personal leave per year may be granted without salary deduction, the day(s) to be deducted from sick leave. The personal leave shall be for funerals, emergencies, and for personal business that cannot be conducted during non-work hours. Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation (except a schedule change by common carrier due to inclement weather) nor for wages or profit. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in unusual cases. All requests must have the approval of the Director of Labor Relations and Benefits. Personal leave days are not cumulative.

Any employee who has used less than half of the year's allotted sick leave during the fiscal year of July 1 through June 30 of the relevant year, and has accumulated 30 sick days may choose to buy back up to five unused days at the regular hourly rate of pay set forth in Article V, paragraph 11.

Absence due to injury as a result of assault while on the job shall not be charged against sick leave.

ARTICLE X

MATERNITY LEAVE

<u>MATERNITY/CHILD CARE LEAVE OF ABSENCE</u>: Maternity/Child Care leave of absence will be granted in accordance with District policy, State and Federal Laws, and the following regulations:

- <u>Subd. 1</u>: A leave of absence request shall be provided to the Employee Services Department at least ninety (90) days before the anticipated delivery or adoption date if possible.
- <u>Subd. 2</u>: The Superintendent or designee shall consider the employee's ability to perform the job assignment, and the wishes of the employee, in determining the starting date for the leave of absence. Notice of the leave will be forwarded to the employee and supervisor.
- <u>Subd. 3</u>: A maternity/child care leave is defined as the period of time an employee intends for the convenience and comfort of the employee as well as the care of the child following the birth or adoption of a child. Maternity/child care leave shall normally be no longer than a maximum of twelve (12) weeks per year. Child care leave must commence within the first twelve months of the birth or adoption.
- <u>Subd. 4</u>: Employees on leave shall have the district contribution of health insurance continued by the District in accordance with District FMLA policies and guidelines.

District seniority shall accumulate during the leave of absence.

An employee may choose to use earned sick leave for the regular duty days included in a maternity/child care leave.

- Subd. 5: Circumstances of unusual nature may receive special consideration.
- <u>Subd.</u> 6: Employees returning from maternity/child care leave shall return to the same position; in the event the position no longer exists, the provisions of Article XIV shall apply. Employees returning from FMLA leave shall return to the same or equivalent position.
- <u>Subd. 7</u>: Sick leave and vacation benefits accumulated at the start of the maternity/child care leave will be granted at the return of the leave.

SECTION 2. FAMILY/MEDICAL LEAVE:

An employee will be eligible for family medical leave in accordance with state and federal law, as well as District policy and practice.

ARTICLE XI

JURY DUTY

Custodians called for jury service shall serve with no loss of pay. Full salary will be paid by the school district but compensation received for the jury service shall be returned to the school

ARTICLE XII

CLOTHING ALLOWANCE

The District shall allocate up to \$155.00 per employee per fiscal year for District uniforms (the allocation may be increased annually based on any increase in the cost of the District standard uniform of three trousers and three shirts). Maintenance and Grounds crew will receive an additional allocation of up to \$30.00.

The School District will designate a coordinated uniform that includes a variety of clothing options appropriate for job duties and working conditions. This will include, but is not limited to, shirts, Tshirts, sweatshirts, trousers, shorts, and other available weather-appropriate items, as available through District vendor. After three years of employment, employees may use their annual allowance toward the purchase of district approved footwear. The final selection of uniform items will be determined by the District in accordance with procurement practices and contract terms with District uniform vendors.

Employees are responsible for maintaining uniforms in a clean and professional condition.

During winter months, adequate cold weather gear will be available for building and grounds employees on a reasonable advance request.

ARTICLE XIII

DUES CHECK-OFF

Employees have the right to dues check off for the exclusive representative organization. The Employer shall continue such deductions in succeeding years until notified by the Union to cease. Any dispute as to the validity of a specific deduction shall be solely between the Union and the individual employee. The Union warrants that it will indemnify and hold harmless the Employer and its agents from any and all causes of action which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction of dues pursuant to this Article.

The District will provide the Union access to payroll deductions, employee information, union orientation time, and any other union access as required under MN Statute 179.A.

ARTICLE XIV

SENIORITY AND JOB POSTINGS

1. Seniority

Layoff shall be on the basis of seniority, last person hired shall be the first person laid off. Seniority is figured on the first day of reporting to work in a full-time assignment. Employees on layoffs shall hold rights to be hired back before any new employees are hired. The District will provide two weeks written notice to any employee who is to be laid off.

Seniority for those employees who are absent for extended periods of time shall be handled in the following manner:

- a. Time credited for step progression will continue up to ninety days of continuous absence. Absence after ninety continuous days shall not be accumulated.
- b. Bargaining unit members who leave the unit to take another position within the District and who return shall be credited all years of service in the District for purposes of vacation accrual, retirement severance eligibility, and step placement on the salary schedule. Bargaining unit seniority retained prior to leaving the unit as well as seniority earned following return will be utilized for purposes of layoff. Bargaining unit seniority earned prior to leaving the unit will not be retained for purposes of job bidding or vacation scheduling. Return to the unit would be to available unassigned positions for the first sixty (60) calendar days after which the returning employees would be eligible to bid on posted custodial positions.

The District shall provide Local #284 and Union stewards a copy of the updated seniority list by March 1st of each year.

2. <u>Postings</u>

In the event of changes within the district, creating a vacancy in a better position, this position shall be posted for the information of present employees. This vacancy shall be filled by the selection of the best qualified person with the longest record of service. Individuals who are on a leave of absence may not bid for jobs unless they receive approval of the Buildings and Grounds Operations Supervisor. There shall be no "bumping" from, one position to another.

Qualifications shall be established for maintenance, driver, lead, grounds and warehouse positions and shall be posted as the openings occur. The Union will be notified promptly of any changes in qualifications. Qualified unit applicants for grounds and warehouse positions shall be given preference over non-unit applicants.

- 3. If an employee who holds a position not classified as qualified in 2 above has six months continuous absence, their job placement shall be filled by the bidding process. Upon their return they will go to the unassigned position based on mutual agreement with the union.
- 4. During an employee's probationary period the employee shall not be able to bid out of a position.

ARTICLE XV

RULES

1. Probation and Discharge

The probationary period for new employees shall be a minimum of six (6) calendar months which may be extended up to an additional three (3) calendar months with District notice to the Union; any probationary period beyond nine (9) calendar months may only occur upon mutual agreement between the District and the Union. Employees who have completed their probationary period shall be regarded as permanent employees and will be discharged only for cause. This shall not apply to temporary summer help employed on an hourly basis. The causes for discharge are to be as follows:

- a. Stealing (This will be grounds for immediate dismissal.)
- b. Being intoxicated while on the job.
- c. Insubordination refusal to comply with any request of the Buildings and Grounds Director or Supervisors constitutes grounds for suspension.
- d. Inefficiency or inability to meet acceptable standards of work-- such employee is expected to improve his/her skills in performing the many types of jobs needed for good building maintenance work.
- e. Failure to pass any physical examination that may be required by the Board of Education.

Administration will discuss c, d and e with the representative of Local Union No. 284, but the decision of the Board shall be final, subject to the grievance procedure.

2. Health and Safety

- a. A health certificate issued by a physician following a physical examination is required of every new employee. It may be required periodically of all employees.
- b. All regulations and laws of the State of Minnesota and OSHA governing the safety of employees and building occupants shall be complied with by the employer and employees. Any employee driving a district vehicle must have a current operative driver's license.

3. Demerit System

- a. <u>Verbal Warning</u>: If a permanent employee commits a minor infraction of a policy, work rule or work performance, he/she shall be issued a verbal warning by the Building Supervisor and a notation shall be sent to the Building & Grounds Operations Supervisor.
- b. Written Warning: Should a repeated minor violation happen and/or a more serious violation take place, the employee shall be issued a written warning by the Buildings and Grounds Department. A copy of the warning shall be sent to the Local Union Steward and one placed in the employee's personnel file.

- c. Reasonable time and assistance will be granted for the correction of deficiencies. If requested, an employee's records shall be examined annually by the District and records of work performance deficiencies that have been satisfactorily corrected shall be removed from the file; work rule or policy violations may be removed at the discretion of the District. Employees unable to correct work performance deficiencies or continue to violate work rules or policies will be asked to resign or be discharged.
- 4. In no event will part-time employees be hired to replace full-time employees.
- 5. The union shall be entitled to use the district mail distribution service for distribution of union material free of charge. This privilege shall not be used for any political activity.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section I. Definition

- A. <u>Grievance</u> means a dispute or disagreement as to the interpretation or application of any term or terms of the "written agreement."
- B. <u>Employee</u> is an employee or employee organization that is certified as an appropriate unit in the school district and not classified as confidential, supervisory, or principal/assistant principal as defined in PELRA-71.
- C. First Level Supervisor shall mean building supervisor/principal/assistant principal.
- D. <u>Second Level Supervisor</u> shall mean the person to whom the first level supervisor reports.
- E. <u>Days</u>: Days shall be considered "working days" as defined for the employee except at the end of the school year. The days in this instance shall be week days.

Section II. Procedure

Grievances as defined in Section I shall be settled in the following manner and the steps set forth must be followed in the order listed within the time limits prescribed.

Step 1: The grievance shall be orally presented to the employee's first level supervisor within ten (10) days after employee knew or should have known of the violation. In the case of posted notices, the ten (10) days shall start as of the actual date of the posting in each building. No settlement in this Step 1 shall be made in violation of the "written contract."

If a settlement is not reached within two (2) days after oral presentation to the first level supervisor the grievance shall be reduced to writing on form No. G-1 with a clear statement of

the issues involved. This shall be presented to the first level supervisor who shall transmit the written grievance within five (5) days to the Executive Director of Human Resources for handling in accordance with Step 2.

Step 2: The Executive Director of Human Resources shall establish a Step 2 hearing with the aggrieved and the appropriate second level supervisor. The Step 2 meeting shall be held within ten (10) days after the employee has filed the written grievance. The time and place for meetings under Step 2 shall be at the discretion of the Executive Director of Human Resources. The employee shall be allowed a maximum of three district unit members at the meeting.

The Executive Director of Human Resources shall prepare a report of the meeting, together with a written disposition of the matter and forward copies thereof to the employee and to the employee's exclusive representative organization, within (5) days after the Step 2 hearing.

If agreement is not reached in Step 2, the aggrieved shall, within five (5) days of the date of the disposition of the grievance, notify the General Counsel, in writing, that a Step 3 meeting is required.

Step 3: Grievances referred to Step 3 shall be discussed between the employee's exclusive representative and the General Counsel. This discussion shall take place within five (5) days after the grievance has been referred to Step 3. General Counsel shall issue a disposition of Step 3 within five (5) days from the Step 3 meeting.

If agreement is reached the disposition of the matter shall be final and binding. If agreement is not reached, the aggrieved shall, within five (5) days from the date of disposition, notify, in writing, the General Counsel that arbitration is required.

<u>Step 4:</u> Arbitration: In cases referred to Step 4 the parties shall attempt to agree on an arbitrator. If Agreement is not reached within three (3) days the parties shall petition the Bureau of Mediation Services for a list of arbitrators for the parties to select one arbitrator to preside over the hearing.

The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure and make all necessary rulings.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of the written agreement or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this article. The decision of the arbitrator, if within the scope of his power, shall be binding on both parties within the limitation of PELRA. The expense and fees of the arbitrator shall be borne jointly by the school district and the Union. A party requesting a transcript of the arbitration shall bear the full cost.

Section III. Rules

Any loss of time by the employee and his representatives to attend Step 4 in the grievance procedure shall <u>not</u> be compensated.

The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual written consent. The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

The failure of an administrator to communicate his/her decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step in the grievance procedure.

An employee shall be allowed to have a union representative at any step in the grievance procedure.

No reprisals shall be brought against any employee because of his/her filing a grievance.

Grievance cases shall be as confidential as possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

ARTICLE XVII

Retirement/Severance

All custodians hired into the District on or after July 1, 2006 are not eligible for Section 1.

<u>SECTION 1</u>. <u>Retirement Severance</u>: Employees who are immediately eligible to receive a state retirement pension upon retirement, have ten (10) years seniority in the district, and notify the District of intended retirement no later than two (2) months prior to the retirement date, shall qualify for **a payment of** up to **one half of the value of the first 160** unused sick leave days times their daily rate (hourly rate on schedule and shift differential) of pay less any District contributions to a matching 403(b) as set forth in Section 2 403(b) of this Article in retirement severance compensation.

<u>Subd. 1</u>: Payment shall be made in one lump sum upon retirement to the District's Special Pay Plan in accordance with federal rules and regulations. Deductions, such as state and federal income tax, social security or PERA shall be made only as required by law. If the retiree dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased. This section shall not apply to any employee who is discharged for cause by the School District.

SECTION 2. 403(b):

Subd. 1: All employees who are eligible for insurance as set forth in Article VI are eligible for this benefit.

<u>Subd. 2:</u> Effective July 1, 2023, the District shall establish a matching contribution, of up to \$2600.00 per fiscal year allocated on a per pay period basis in a 403(b) matching program for all fulltime employees beginning upon hire.

SECTION 3. Health and Dental Insurance: Benefit eligible and enrolled employees eligible for retirement severance as established by this Article (immediately eligible for a state retirement pension and has ten (10) years seniority) may elect to continue to participate in the District's Health and Dental insurance programs. Effective after ratification of this agreement, one half of the value of the first 160 days of accumulated sick leave and 100% of the value of sick days over 160 shall be allocated to the Health Care Savings Plan for the individual retiring employees.

ARTICLE XVIII

DURATION AND RENEGOTIATION OF AGREEMENT

This Agreement shall become effective on July 1, 2025, and shall continue in full force and effect up to and including June 30, 2027.

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days, but not more than ninety (90) days prior to any anniversary Agreement date thereafter. A notice to desire to modify this Agreement shall set forth proposed modifications sought by the party, and clauses of this Agreement for which no modification is sought shall be renewed automatically. Negotiation with respect to proposed modification may commence at any time after notice of proposed modifications has been given.

In keeping with the philosophy stated in Article I, issues other than compensation may be open for discussion and/or modification by <u>mutual consent</u> of the parties. This item shall not be subject to the grievance procedure.

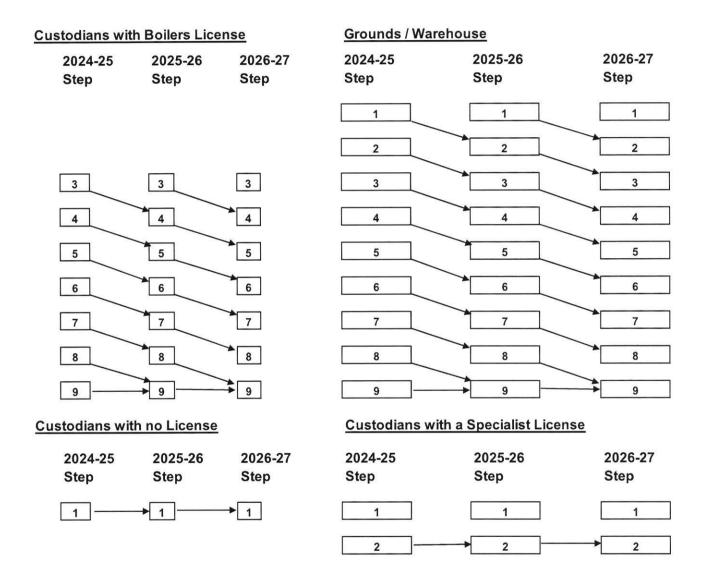
IN WITNESS WHEREOF, the parties have executed the Agreement as follows:

School Service Employees Local 284	Anoka-Hennepin Independent School District No. 11
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	Chief Human Resources Officer
11/17/25	11/10/25
Date	Date

Appendix A: Step Movement

Step Movement will be provided on July 1, 2025 and July 1, 2026 in accordance with the chart shown below

* Per Article V - Grounds Maintenance hired on or after April 1 of the relevant year will not receive step movement Custodians placed on step 3 after April 1 of the relevant year will not receive step movement Custodians will be placed on step 2 upon obtainment of a specialist license Custodians will be placed on step 3 upon obtainment of a 2nd class boilers license



Memorandum of Agreement

between Anoka-Hennepin School District #11 and School Service Employees SEIU, Local 284

WHEREAS, the parties have negotiated a new collective bargaining agreement effective July 1, 2025 through June 30, 2027; and

WHEREAS, the parties discussed reimbursements of employee costs for commercial driver license ("CDL"), electrical licenses, and continuing education units ("CEU") credits for maintenance positions; and additional needed certifications and licenses.

NOW THEREFORE, the parties mutually agree that effective on the signatory date by both parties:

1. For positions in which the District requires said licensure, the District shall reimburse employees as outlined below upon district receipt of proof of:

Minnesota Class B Driver's License for Buildings and Grounds: Warehouse - Drivers - Grounds positions (if required by District); and

Minnesota Electrical Licenses, as pre approved by the Director of Buildings and Grounds, for recognized maintenance specialist - electrical positions (i.e. class A-B journeyworker; maintenance; class A-B master; power limited technician).

Other certificates and licenses which benefit District Operations, as pre approved by the Director of Buildings and Grounds (e.g. CPO, Herbicide and Pesticide, and Certified Playground Safety Inspector).

2. For positions in which the District requires said licensure, the District shall register employees and pay the vendor directly for continuing education as follows:

Continuing Education Unit Credits, as pre approved by the Director of Buildings and Grounds, for recognized maintenance specialist - electrical positions (i.e. CEUs towards licensure for class A-B journeyworker; maintenance; class A-B master; power limited technician).

3. The parties recognize that all agreements contained herein are not precedential in nature and may not be offered in any future preceding.

Date 11/10/25