

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

July 1, 2021 through June 30, 2023

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, **2021**, the following schedule of salaries and rules affecting wages shall be implemented:

1. 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. Custodians 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. Lead Pay: Employees designated and assigned as leads shall receive lead pay as set forth in the Salary Schedule. Currently, designated leads include the day and afternoon lead in the high schools and middle schools with pools, and at the Andover and Ramsey elementary schools. Building leads must have a minimum boiler license one grade below what is required for that building. Lead designation also includes an employee in the Woodshop, Electrical Low Voltage, and Maintenance areas.
3. Custodians or those employees on special assignments will be paid the listed rate per this contract or \$2.00 per above their base rate after two consecutive **work** days of such assignment, retroactive to the first day of absence. 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. Shift Pay: Additional pay shall be paid to those employees assigned to the following shifts:
- Second shift – **employees** assigned to work the second shift shall be paid an additional \$.20 per hour. Lead employees who work the second shift (commencing on or after 2:00 p.m.) shall receive an additional \$.35 per hour. (Therefore, second shift leads receive a total of \$.55 per hour)
 - Third shift – employees assigned to work the third shift (12:00 midnight – 8 a.m. or 11:00 p.m. – 7:00 a.m.) shall be paid an additional \$.30 per hour.
 - The afternoon position (currently 3:30 p.m. – 12:00 midnight) at the ESC shall be paid an additional \$.20 per hour.
 - Grounds crew that are not being used as custodians **during November 1st thru March 31st** will be paid an additional \$.30 per hour for the four winter months.
6. All applicants for a vacant position shall possess the required license at time of bid. All employees (excluding drivers, warehouse, grounds, and maintenance employees) must have a second class boiler license by the end of two years employment. 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 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 step on the “no license” lane 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. Building Check: 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.
8. Mileage will be paid at the rate set by the School Board for authorized travel between buildings and certain locations.

9. Effective 07-01-2021 through 6-30-2022: Step movement

STEP	NO License	Specialist +\$.25	2 nd Class	1 st Class +\$.15	Chief +\$.20	Drivers, WHSE, Leads, GRDS	Lead w/ 1 st +\$.15	Lead w/Chief +\$.20
1&2	16.00	16.25	18.30	18.45	18.65	19.65	19.80	20.00
3	16.20	16.45	19.20	19.35	19.55	20.55	20.70	20.90
4	16.47	16.72	19.70	19.85	20.05	21.05	21.20	21.40
5	17.39	17.64	20.70	20.85	21.05	22.05	22.20	22.40
6	17.74	17.99	21.75	21.90	22.10	23.10	23.25	23.45
7			22.85	23.00	23.20	24.20	24.35	24.55
8			24.58	24.73	24.93	25.93	26.08	26.28
9			26.18	26.33	26.53	27.53	27.68	27.88
10			26.53	26.68	26.88	27.88	28.03	28.23
	Maintenance		Maint. w/Lic*	Maint. w/Lic**		Maint. Lead	Maint. Lead w/ Lic*	Maint. Lead w/ Lic**
	33.15		35.40	37.65		34.50	36.75	39.00

*Refrig/RPR Zone/Low Voltage Licensure

**Electrician's/DDC/HVAC/Master Gas Licensure

- One-time off schedule payment of \$1,000 for returning maintenance employees who do not get seniority pay. Payment to be processed Spring 2022.

Effective 07-01-2022 through 6-30-2023: Step movement

STEP	NO License	Specialist +\$.50	2 nd Class	1 st Class +\$.15	Chief +\$.20	Drivers, WHSE, Leads, GRDS	Lead w/ 1 st +\$.15	Lead w/Chief +\$.20
1	16.50	17.00	18.80	18.95	19.15	20.20	20.35	20.55
2&3	16.70	17.20	19.70	19.85	20.05	21.10	21.25	21.45
4	16.97	17.47	20.20	20.35	20.55	21.60	21.75	21.95
5	17.54	18.04	20.85	21.00	21.20	22.25	22.40	22.60
6	17.89	18.39	21.90	22.05	22.25	23.30	23.45	23.65
7			23.00	23.15	23.35	24.40	24.55	24.75
8			24.73	24.88	25.08	26.13	26.28	26.48
9			26.33	26.48	26.68	27.73	27.88	28.08
10			26.88	27.03	27.23	28.28	28.43	28.63
	Maintenance		Maint. w/Lic*	Maint. w Lic**		Maint. Lead	Maint. Lead w/ Lic*	Maint. Lead w/ Lic**
	33.65		36.05	38.35		35.05	37.45	39.75

*Refrig/RPR Zone/Low Voltage Licensure

**Electrician's/DDC/HVAC/Master Gas Licensure

- One-time off schedule payment of \$2,000:
 - For returning maintenance employees who do not get seniority pay
 - For Employees who were on step 10 in 2021-2022 and do not get seniority pay.
- One-time off schedule payment of \$750 for those with 15 years of seniority. Payment to be processed Spring 2023.

B. Specialist Schedule

- I. Drivers, Leads, Grounds, Warehouse See salary schedule; effective 7/1/21, \$1.35 added to applicable step; effective 7/1/22 \$1.40 added to applicable step)
- II. Maintenance Leads See salary schedule; Effective 7/1/21, \$1.35 added to applicable step; effective 7/1/22 \$1.40 added to applicable step.
- III. Maintenance Specialist positions for whom the District requires licensure will receive the following stipends (included on salary schedule):

	<u>7/1/21</u>	<u>7/1/22</u>
• Electricians License	4.50	4.70
• DDC HVAC	4.50	4.70
• Refrigeration/Universal License	2.25	2.40
• Master Gas License	4.50	4.70
• Reduced Pressure Zone State Certification	2.25	2.40
• Low Voltage Power Limited Technician	2.25	2.40

There shall be no stacking of licenses; in addition, the parties may mutually agree to add additional licenses as may be necessary.

- IV. An employee who has an assignment, as designated by the District, to perform the duties and have obtained and provided the appropriate license or certification to Employee Services will receive the following stipends (not included on salary schedule). These stipends do not apply to employees on special assignment.

	<u>7/1/21</u>	<u>7/1/22</u>
• Carpenter	3.00	3.25
• Pesticide/Herbicide Applicator's License	1.00	1.25
• Certified Playground Safety Inspector	1.00	1.25
• Pool Certification	1.00	1.25

- 10. Emergency closing. When schools are closed and/or evening programs, meetings or events are canceled due to District wide closings because of inclement weather, employees are expected to complete their shift assignment. For purposes of this Article, the length of an emergency closing shall be defined as follows: when schools are closed in the morning prior to commencement of the school day, the length of the emergency closing will be defined as the first, second, and third shifts; when school is closed in the evening prior to the school day, the length of the emergency closing will be defined as the third, first, and second shifts; when schools are closed during the school day, the length of the emergency closing will be defined as the second and third shift. In the event closing is on a Friday morning prior to commencement of school or during the school day on Friday, then the third shift is considered to be the Friday third shift or the Saturday shift.

Employees who are called in to report to work will be paid an additional straight time rate. Following an employee's personal contact with his/her supervisor to confirm the employee's status for the shift, an employee who is not required to stay or report to work for his/her shift shall remain on call and shall receive no loss in pay; if personal contact is not made, the employee shall not be paid for the shift. For

purposes of this paragraph, personal contact includes leaving a voice message to the employee's supervisor with a phone number and location where the employee may be reached for call-back purposes. If an employee is absent using sick or vacation time (except Board approved leaves) when an emergency closing occurs, the leave shall not be deducted.

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, 2021, the District contributions shall be:

A. Single Contribution: Effective **September 1, 2021, the District shall contribute up to seven hundred dollars (\$700.00)** 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, 2022, the District shall contribute up to seven hundred fifteen dollars (\$715.00)** 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. Family District Contribution: Effective **September 1, 2021, the District shall contribute up to one thousand two hundred fifty dollars (\$1,250.00)** 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, 2022, the District shall contribute up to one thousand two hundred eighty dollars (\$1,280.00)** 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. Dual Spouse Contribution: Effective September 1, 2021, if both married spouses work full time for the District and both are benefit eligible and enrolled, the District shall contribute up to one thousand **nine** hundred fifty dollars (\$ **1,950.00**) per month of the premium for family coverage. Effective September 1, 2022, if both married spouses work full time for the District and both are benefit eligible and enrolled, the District shall contribute up to one thousand **nine** hundred **ninety five** dollars (\$ **1,995.00**) 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. Term Life Insurance

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. Any additional cost of the premium shall be paid by the employee via payroll deductions.

6. Worker's Compensation

Subd. 1. 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.

Subd. 2. 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

Subd. 1. 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.

Subd. 2. 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.

Subd. 3. 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.

Subd. 4. 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. 17 or 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. Carry over: Employees may carry over an unlimited amount of vacation days. Normally, the maximum vacation taken during any fiscal year shall not exceed one (1) year annual accrual; however, additional earned vacation time may be allowed with the approval of the employee's supervisor.
- 4. Schedule: 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. Terminal Vacation: 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 **30** 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 11 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, two days spring break, Memorial Day, and President's Day.

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 4.3 hours per payday (14 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 serious 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.

An employee must make one phone call, and make personal contact with the Building Supervisor/immediate supervisor, Supervisor of Operations, or his/her designee. The Supervisor may ask for a doctor's slip if he feels the employee is abusing sick leave based on the mutual agreement with the union. This agreement is good for one year but may be renewed if requested by the District and approved by the union.

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

MATERNITY LEAVE OF ABSENCE: Maternity leave of absence will be granted in accordance with the following regulations:

Subd. 1: Within ninety (90) days of learning of pregnancy, the employee shall provide a doctor's statement to her supervisor confirming pregnancy and anticipated delivery date.

Subd. 2: A "Request for Maternity Leave of Absence" shall be submitted to her supervisor addressed to the Employee Services Department at least ninety (90) days before the anticipated delivery date.

Subd. 3: 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 her supervisor.

Subd. 4: A maternity leave is defined as the period of time of disability and shall not normally exceed thirty (30) working days. A 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. Maternity/child care leave shall normally be no longer than a maximum of twelve (12) weeks per year.

Subd. 5: 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 she is disabled up to and including thirty (30) days, upon submitting written request to the Labor Relations & Benefits Department. This disability shall begin no later than the first day of birth.

Subd. 6: Circumstances of unusual nature may receive special consideration.

Subd. 7: Employees returning from maternity 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.

Subd. 8: 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 4. 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.

SECTION 5. ADOPTION/PARENTAL LEAVE:

A father, following the birth of his child, or a mother and/or father following the adoption of a child may use up to seven (7) days sick leave. The leave must commence within the first twelve months of the birth or adoption.

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 for employees that will include options for shirts, T-shirts, sweatshirts, coveralls, trousers and shorts in cotton and multi-blend fabrics. Employees will be responsible for keeping uniforms clean and neat. After two years of employment in the unit, employees may receive approval and the option to purchase a jacket. Grounds positions, after two years of employment in the unit, may use their clothing allowance towards the purchase of district-approved work boots.

During winter months, adequate cold weather gear will be available for grounds custodians 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.

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. Postings

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. Verbal Warning: 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. Grievance means a dispute or disagreement as to the interpretation or application of any term or terms of the "written agreement."
- B. Employee 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. Second Level Supervisor shall mean the person to whom the first level supervisor reports.
- E. Days: 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 General Counsel for handling in accordance with Step 2.

Step 2: The General Counsel 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 General Counsel. The employee shall be allowed a maximum of three district unit members at the meeting.

The General Counsel 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.

Step 4 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 not 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.

SECTION 1. Retirement Severance: 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 up to 100 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; employees with at least twenty five (25) years of service shall qualify for up to 120 unused sick leave days less any District 403(b) contribution.

Subd. 1: 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.

Subd. 2 Effective July 1, 2006, the District shall establish a matching contribution, of up to \$2,000.00 per fiscal year allocated on a per pay period basis in a 403(b) matching program for all fulltime employees with at least two years of service as of July 1 of the relevant year. **Effective July 1, 2022, the District shall establish a matching contribution, of up to \$2,300.00 per fiscal year allocated on a per pay period basis in a 403(b) matching program for all fulltime employees beginning upon hire.**

Subd. 3 The maximum individual lifetime matching contribution by the District shall be \$40,000.00.

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, the value of sick leave over 90 sick leave days (or over 120

sick leave days if 25 years of service) 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, **2021**, and shall continue in full force and effect to and including June 30, **2023**.

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 mutual consent 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

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Dated 11/8/2021

General Counsel

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

WHEREAS, the School Service Employees, SEIU Custodians Collective Bargaining Agreement has been ratified by the Anoka-Hennepin School District School Board and School Service Employees SEIU, Local 284, for the 2021 – 2023 Contract term; and

WHEREAS, a typographical error omitted language from the tentative agreement:

WHEREAS, the typographical correction does not alter the tentative agreement or the costs of the ratified Agreement;

NOW, THEREFORE, the following terms will apply for the duration of the 2021- 2023 Collective Bargaining Agreement for School Service Employees, SEIU, Local 284:

7/1/2021-6/30/2022

Employees with seniority dates prior to 7/1/2006 will receive an additional .25 (twenty-five cents) per hour.

7/1/2022-6/30/2023

Employees with seniority dates prior to 7/1/2007 will receive an additional .50 (fifty cents) per hour.

Matthew A. Lubo

SEIU

11/29/2021
Date

[Signature]

Anoka-Hennepin School District

11/29/2021
Date