



Excellence.  
Every School.  
Every Student.  
Every Day.

# **LABOR AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT  
No. 270**

**and**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 284  
(Maintenance)**

**Effective dates:  
July 1, 2017 – June 30, 2020**

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## ARTICLE 1 PURPOSE

The UNION and the EMPLOYER agree that the purpose for entering into the AGREEMENT is to:

- 1.1 establish the foundation for a harmonious and effective labor management relationship;
- 1.2 provide for a means to peacefully resolve disputes concerning the application or interpretation of this AGREEMENT;
- 1.3 specify the full and complete understanding of the parties; and
- 1.4 place in written form the agreed upon terms and conditions of employment for the duration of this AGREEMENT.

## ARTICLE 2 RECOGNITION

- 2.1 Recognition of Union. The EMPLOYER recognizes the UNION as the exclusive representative for the purpose of collective bargaining for all personnel as specified in ARTICLE 2.2 who are employed by Independent School District No. 270, Hopkins, Minnesota, who are employed for more than the lesser of 14 hours per week or 35 percent of the normal work week, and more than 67 work days per year, excluding supervisory, confidential, and other employees.
- 2.2 Job Classifications. Job classifications which are within the bargaining unit and covered by this AGREEMENT are as follows:

Building Maintenance Technician  
Building Technician Foreperson  
Carpenter  
Carpenter Foreperson  
Eisenhower Community Center Headperson  
Eisenhower Community Center Night Leadperson  
Electrical/Utility Specialist  
Electrician  
Elementary Headperson  
Elementary Night Leadperson  
Grounds Foreperson  
Groundsperson  
Harley Community Center Headperson  
Harley Community Center Night Leadperson  
Junior High Headperson  
Junior High Night Leadperson  
Maintenance Floater  
Meadowbrook Elementary Headperson  
Painter  
Painter Foreperson  
Part-time School Keeper  
Plumbing and Heating Generalist  
Plumbing and Heating Specialist  
Plumbing and Heating Foreperson  
School Keeper

School Keeper Floater  
Senior High Headperson  
Senior High Night Leadperson

## 2.3 Employment Status.

2.31 Full-time shall be defined as employees scheduled to a work week of thirty (30) hours or more.

2.32 Part-time shall be defined as employees scheduled to a work week of less than thirty (30) and more than fourteen (14) hours per week.

## ARTICLE 3 SCOPE OF AGREEMENT

It is the intention of the UNION and the EMPLOYER that the coverage of this AGREEMENT is limited to the "terms and conditions of employment, "defined as:

"the hours of employment, the compensation therefore including fringe benefits,"

that are specifically established herein and are not in conflict with any statute of the State of Minnesota or rule or regulation promulgated thereunder.

## ARTICLE 4 EMPLOYER RIGHTS

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any "term or condition of employment" not explicitly established by this AGREEMENT shall remain with the EMPLOYER to establish, modify, or eliminate as it sees fit by work rules.

## ARTICLE 5 UNION RIGHTS

- 5.1 Each employee shall have the right to request and be allowed dues check-off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio recorded phone authorization for dues/premier member dues deductions. The School District shall implement all the terms of dues check-off authorizations submitted by the Union and agreed to by the employee.
- 5.2 The UNION may designate employees from the bargaining unit to act as Stewards and shall inform the EMPLOYER in writing of the names of such Stewards and of successors when so named. Employees so designated shall have the duties and responsibilities established by ARTICLE 26, (GRIEVANCE PROCEDURE).
- 5.3 The Business Representative of the UNION shall be permitted to enter the facilities of the EMPLOYER where employees covered by this AGREEMENT are working upon notification to the Building and Grounds Supervisor.

- 5.4 The EMPLOYER shall not enter into any agreement with employees which conflicts with the terms and conditions of this AGREEMENT.
- 5.5 It is in the interest of the employer and the union that all newly hired employees are informed of their rights, obligations and the benefits of their employment with the District. Accordingly the district shall inform the union representative and steward(s) of all new hires immediately upon hire, and the union representative or steward shall be afforded an opportunity to meet with the employee.
- 5.6 Long-Term Leave  
The employer shall grant time off to members of the bargaining unit that are appointed or elected to a position of leadership in the Union for the purpose of conducting the business of the Union that will be more than two (2) weeks in duration. The Union shall give the employer reasonable notice of at least four (4) weeks prior to utilization of such leave. The Union shall reimburse the employer at the employee's regular rate of pay, including FICA and PERA benefits for the time missed. The employer's contribution towards any insurance benefits shall also be reimbursed by the Union. The employee shall continue to accumulate leave and vacation, and shall have access to leave time should a qualifying event occur.

5.61 Return from Leave

Employees returning from leave as above that is six (6) months or less shall be returned to the assignment held at the start of the leave. The assignment an employee returns to for leaves in excess of six (6) months shall be mutually agreed to by the employer and the union prior to the end of the first six months. In the event that the employer and the union are unable to agree to the assignment on return the employee shall have the option to terminate the leave and return to the assignment held at the start of the leave.

## ARTICLE 6 PROBATIONARY PERIOD

- 6.1 All individuals who are new hires to the School District shall serve a one hundred and eighty (180) calendar day probationary period from the date of employment.
- 6.11 The probationary period shall serve as a period of time during which the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities.
- 6.12 At any time during the probationary period an employee may be terminated at the discretion of the EMPLOYER. Employees terminated during the probationary period shall receive a written notice of such termination.
- 6.13 An additional thirty (30) continuous working day extension of the probationary period may be required upon the mutual agreement of the EMPLOYER and the UNION.
- 6.2 Employees promoted to a higher job classification shall serve a ninety (90) continuous working day probationary period.
- 6.21 The probationary period shall serve as a period of time during which the employee's fitness and ability to perform the job classification's duties and responsibilities shall be evaluated.

- 6.22 At any time during the probationary period an employee may be reassigned at the discretion of the EMPLOYER. Employees reassigned during the probationary period shall receive written notice of and reasons for such reassignment.
- 6.23 An additional thirty (30) continuous working day extension of the probationary period may be required upon the mutual agreement of the EMPLOYER and the UNION.
- 6.24 Employees promoted to a higher classification shall be compensated at their old classification rate plus 60% of the difference between their old classification rate and the new higher classification pay rate. Upon completion of the probationary period, employees shall be compensated at the higher job classification pay rate.

## ARTICLE 7 HOURS OF WORK

- 7.1 The normal workday shall be eight (8) consecutive hours, excluding a one-half (1/2) hour unpaid lunch period for employees scheduled to a day shift and eight (8) consecutive hours, including a one-half (1/2) hour lunch period for employees scheduled to an afternoon or night shift. Any employee required and authorized to work during the unpaid lunch period will receive overtime pay.
- 7.11 Day shifts are defined as any shift starting at 6 A.M. or after and ending on or before 6 P.M.
- 7.12 Afternoon shifts are defined as any shift starting at 12 P.M. or after and ending on or before 12 A.M.
- 7.13 Night shifts are defined as any shift starting at 9 P.M. or after and ending on or before 8 A.M.
- 7.14 Weekend shifts are defined as any regularly scheduled five day work week which includes a Saturday or Sunday.
- 7.2 The normal workweek shall be five (5) consecutive normal workdays Monday through Sunday.
- 7.3 The normal work year shall begin July 1 and end June 30.
- 7.4 Employees will be granted a ten (10) minute rest period during each one-half (1/2) of their work shift to be taken at a time consistent with efficient operation and with the approval of their immediate supervisor.
- 7.5 Nothing in this AGREEMENT shall be construed as and is not a guarantee of any hours of work per normal workday or per normal workweek.
- 7.6 School Closing
- 7.61 Student Only Closing: In the event that schools are closed for students but not staff due to inclement weather or other unforeseeable circumstances, custodial bargaining unit employees will report to work as soon as practical unless they are instructed not

to report to work. Employees who are unable to report to work may draw personal leave or vacation, if available, or may take the day off without pay.

- 7.62 Student and Non-Custodial Staff Closing: In the event that schools are closed for students and non-custodial staff, custodial bargaining unit employees who are unable to report shall suffer no loss in pay. Custodial employees who do report to work shall be paid at a time and a half rate for all hours worked in addition to their regular day's pay.

## ARTICLE 8 PREMIUM COMPENSATION

### 8.1 Overtime:

8.11 The EMPLOYER reserves the right to schedule overtime for employees to meet the needs of the District.

8.12 All work performed in excess of forty (40) hours in a normal workweek shall be compensated at the rate of time and one-half (1-1/2) an employee's basic hourly rate.

8.13 Overtime shall be distributed among employees as equitably as practicable, subject to the building or work area where the overtime is necessary, the ability of employees to perform the overtime work, and the availability of employees. Opportunities for overtime shall be posted in all buildings in order to insure that employees are aware of overtime opportunities.

Building Head Custodians will be responsible for filling overtime shift(s) in their building. If they are not able to fill overtime shift(s), Building Head will contact Buildings & Grounds office. The Buildings and Grounds office will email all staff with overtime posting. Employees will be assigned based on seniority.

8.14 Employees who have sick leave usage less than four (4) days in the previous contract year (July 1 through June 30), may choose to accumulate forty (40) compensatory time off in lieu of authorized overtime pay. All compensatory time should be taken during the contract year of when it was earned upon request of the employee and authorized by the Director of Buildings and Grounds. Any compensatory time not used by the end of the contract year (June 30) will be paid to the employee.

8.2 Building Inspection. Employees assigned to a pre-scheduled building inspection outside their normal workday or normal workweek shall be compensated for such inspections at the rate of time and one-half (1-1/2) times their basic hourly rate. Employees shall be compensated for a minimum of two (2) hours or the actual time worked for such assignment.

### 8.3 Call-Back.

8.31 The EMPLOYER reserves the right to call-back employees to meet the needs of the District.

8.32 Employees called back following the completion of a normal workday or normal workweek for work that was not scheduled in advance shall be compensated for a minimum of two (2) hours at time and three quarter (1-3/4) rate of pay. For calls

approved by the building principal, program supervisor (community education), or Buildings and Grounds management, that do not require an employee to come in, a minimum of one (1) hour at time and three quarter (1-3/4) rate of pay shall be paid.

8.33 All snow removal outside of normal workday or normal workweek shall be compensated at time and three quarter (1-3/4) rate of pay.

8.4 Holidays. Employees scheduled or called back to work on their scheduled holiday shall be compensated at the rate of time and three-quarters (1-3/4) their basic hourly rate for all hours worked with a minimum of (two) hours paid.

8.5 Shift Premium. Employees scheduled to work a night shift, as defined by 7.13, shall receive a fifty cent (\$.50) per hour shift premium.

Employees scheduled for a weekend shift, as defined by Article 7.14, shall receive a fifty cent (\$.50) per hour shift premium.

Employees scheduled to work an afternoon shift, as defined by Article 7.12, shall receive a thirty cent (\$.30) per hour shift premium.

8.6 Split Building Differential: Employees regularly scheduled to work a shift which is split between two buildings will receive a split building differential of \$.50 per hour. This applies to team cleaners who clean multiple buildings.

## ARTICLE 9 JOB CLASSIFICATION COMPENSATION

9.1 Maintenance. Maintenance employees shall be compensated in accordance with the following pay classes:

1. School Keeper
2. School Keeper - Floater
3. Night Leadperson - Elementary & Harley
4. 3rd Shift - Lead Sr. High
5. Night Leadperson - Jr. High
6. Maintenance Floater
7. Groundsperson, Painter, Carpenter, Building Maintenance Technician
8. Plumbing & Heating Generalist, Building Technician Foreperson
9. Night Leadperson - Sr. High & Ike
10. Electrician, Elementary Headperson, Grounds Foreperson, Painter Foreperson, Carpenter Foreperson, Harley Community Center Headperson
11. Meadowbrook Elementary Headperson
12. Junior High Headperson
13. Electrical/Utility Specialist
14. Eisenhower Community Center Headperson
15. Senior High Head Custodian
16. Plumbing & Heating Specialist
17. Plumbing & Heating Foreperson

9.2 Part-time School Keepers. The School District shall have the right to employ part-time School Keepers. Part-time School Keepers shall be defined as employees who work at least 14 hours but not more than 30 hours per week on a regular basis. This shall not



include temporary, casual, seasonal or student employees. Part-time School Keepers shall not be eligible for fringe benefits unless otherwise stated.

9.3 Compensation and Hourly Rate. All employees shall be paid based on the actual hours worked per year.

9.4 Salary Schedules

**2017-2018 (\$0.50/hour increase)**

Description	Step					
	1	2	3	4	5	6
1. School Keeper	16.97	17.29	17.56	18.02	18.02	18.02
2. School Keeper - Floater	18.06	18.38	18.63	19.10	19.10	19.10
3. Night Leadperson - Elementary & Harley	18.61	19.00	19.39	19.77	20.22	20.69
4. 3rd Shift - Lead Sr. High	19.32	19.73	20.16	20.58	21.07	21.58
5. Night Leadperson - Jr. High	20.68	21.13	21.59	22.05	22.58	23.12
6. Maintenance Floater	18.89	19.91	21.54	22.78	23.40	24.03
7. Groundsperson, Painter, Carpenter, Building Maintenance Technician	19.01	20.05	21.71	22.96	23.56	24.23
8. Plumbing & Heating Generalist, Building Technician Foreperson	19.71	20.79	21.95	23.20	23.84	24.49
9. Night Leadperson - Sr. High & Ike	21.61	22.16	22.67	23.21	23.85	24.50
10. Electrician, Elementary Headperson, Grounds Foreperson, Painter Foreperson, Carpenter Foreperson, Harley Community Center Headperson	20.01	21.07	22.27	23.56	24.23	24.89
11. Meadowbrook Elementary Headperson	20.29	21.39	22.62	23.92	24.58	25.26
12. Junior High Headperson	20.43	21.54	22.79	24.10	24.77	25.45
13. Electrical/Utility Specialist	20.56	21.69	22.95	24.28	24.96	25.64
14. Eisenhower Community Center Headperson	21.18	22.31	23.58	24.90	25.57	26.25
15. Senior High Head Custodian	22.42	23.55	24.83	26.14	26.78	27.47
16. Plumbing & Heating Specialist	23.90	25.21	26.68	28.24	29.01	29.83
17. Plumbing & Heating Foreperson	26.18	27.72	29.37	31.19	33.11	34.09

**2018-2019 (\$0.60/hour increase)**

Description	Step					
	1	2	3	4	5	6
1. School Keeper	17.57	17.89	18.16	18.62	18.62	18.62
2. School Keeper - Floater	18.66	18.98	19.23	19.70	19.70	19.70
3. Night Leadperson - Elementary & Harley	19.21	19.60	19.99	20.37	20.82	21.29
4. 3rd Shift - Lead Sr. High	19.92	20.33	20.76	21.18	21.67	22.18
5. Night Leadperson - Jr. High	21.28	21.73	22.19	22.65	23.18	23.72
6. Maintenance Floater	19.49	20.51	22.14	23.38	24.00	24.63
7. Groundsperson, Painter, Carpenter, Building Maintenance Technician	19.61	20.65	22.31	23.56	24.16	24.83
8. Plumbing & Heating Generalist, Building Technician Foreperson	20.31	21.39	22.55	23.80	24.44	25.09
9. Night Leadperson - Sr. High & Ike	22.21	22.76	23.27	23.81	24.45	25.10
10. Electrician, Elementary Headperson, Grounds Foreperson, Painter Foreperson, Carpenter Foreperson, Harley Community Center Headperson	20.61	21.67	22.87	24.16	24.83	25.49
11. Meadowbrook Elementary Headperson	20.89	21.99	23.22	24.52	25.18	25.86
12. Junior High Headperson	21.03	22.14	23.39	24.70	25.37	26.05
13. Electrical/Utility Specialist	21.16	22.29	23.55	24.88	25.56	26.24
14. Eisenhower Community Center Headperson	21.78	22.91	24.18	25.50	26.17	26.85
15. Senior High Head Custodian	23.02	24.15	25.43	26.74	27.38	28.07
16. Plumbing & Heating Specialist	24.50	25.81	27.28	28.84	29.61	30.43
17. Plumbing & Heating Foreperson	26.78	28.32	29.97	31.79	33.71	34.69

**2019-2020 (\$0.55/hour increase)**

Description	Step					
	1	2	3	4	5	6
1. School Keeper	18.12	18.44	18.71	19.17	19.17	19.17
2. School Keeper - Floater	19.21	19.53	19.78	20.25	20.25	20.25
3. Night Leadperson - Elementary & Harley	19.76	20.15	20.54	20.92	21.37	21.84
4. 3rd Shift - Lead Sr. High	20.47	20.88	21.31	21.73	22.22	22.73
5. Night Leadperson - Jr. High	21.83	22.28	22.74	23.20	23.73	24.27
6. Maintenance Floater	20.04	21.06	22.69	23.93	24.55	25.18
7. Groundsperson, Painter, Carpenter, Building Maintenance Technician	20.16	21.20	22.86	24.11	24.71	25.38
8. Plumbing & Heating Generalist, Building Technician Foreperson	20.86	21.94	23.10	24.35	24.99	25.64
9. Night Leadperson - Sr. High & Ike	22.76	23.31	23.82	24.36	25.00	25.65
10. Electrician, Elementary Headperson, Grounds Foreperson, Painter Foreperson, Carpenter Foreperson, Harley Community Center Headperson	21.16	22.22	23.42	24.71	25.38	26.04
11. Meadowbrook Elementary Headperson	21.44	22.54	23.77	25.07	25.73	26.41
12. Junior High Headperson	21.58	22.69	23.94	25.25	25.92	26.60
13. Electrical/Utility Specialist	21.71	22.84	24.10	25.43	26.11	26.79
14. Eisenhower Community Center Headperson	22.33	23.46	24.73	26.05	26.72	27.40
15. Senior High Head Custodian	23.57	24.70	25.98	27.29	27.93	28.62
16. Plumbing & Heating Specialist	25.05	26.36	27.83	29.39	30.16	30.98
17. Plumbing & Heating Foreperson	27.33	28.87	30.52	32.34	34.26	35.24

**2017-2018 Longevity Schedule**

All employees with seniority date of July 1, 2007, (after 10 years of service) or earlier shall receive \$1.45 per hour above the basic rate.

All employees with seniority date of July 1, 2002, (after 15 years of service) or earlier shall receive \$1.55 per hour above the basic rate.

All employees with seniority date of July 1, 1997, (after 20 years of service) or earlier shall receive \$1.65 per hour above the basic rate.

**2018-2019 Longevity Schedule**

All employees with seniority date of July 1, 2008, (after 10 years of service) or earlier shall receive \$1.70 per hour above the basic rate.

All employees with seniority date of July 1, 2003, (after 15 years of service) or earlier shall receive \$1.80 per hour above the basic rate.

All employees with seniority date of July 1, 1998, (after 20 years of service) or earlier shall receive \$1.90 per hour above the basic rate.

2019-2020 Longevity Schedule

All employees with seniority date of July 1, 2009, (after 10 years of service) or earlier shall receive \$1.95 per hour above the basic rate.

All employees with seniority date of July 1, 2004, (after 15 years of service) or earlier shall receive \$2.05 per hour above the basic rate.

All employees with seniority date of July 1, 1999, (after 20 years of service) or earlier shall receive \$2.15 per hour above the basic rate.

LICENSES: Payable is a Stipend

\$400.00/yr Chief Boiler's License

\$300.00/yr 1<sup>st</sup> Class Boiler's License

\$250.00/yr Unlicensed Registered Electrician Certification – Payable in a stipend to those members in the following job classifications who hold the license:

Building Maintenance Technician,

Plumbing and Heating Specialist

Electrical/Utility Specialist

Plumbing and Heating Foreperson

Eisenhower Headperson

Meadowbrook Headperson

North Junior High Headperson

West Junior High Headperson

\$200.00/yr 2<sup>nd</sup> Class Boiler's License

\$100.00/yr Special Boiler's License

\$100.00/yr Certified Pool License-Payable in a stipend to those members in the following job classifications who hold the license:

Junior High Headperson

Junior High Night Lead

Eisenhower Community Center Headperson

Eisenhower Night Lead

Plumbing & Heating Specialist

Plumbing & Heating Foreperson

- 9.6 Paydays. Paydays shall be the fifteenth (15th) and thirtieth (30th) of each month. When the fifteenth (15th) and the thirtieth (30th) do not fall on a workday, payment shall be made on the workday prior. A calendar of paydays with corresponding cut-off dates for purposes of payroll periods will be prepared by the EMPLOYER.
- 9.7 Payroll Anniversary Date. Employees employed before January 1<sup>st</sup> shall be assigned the preceding July 1<sup>st</sup> as their anniversary date. Employees employed after January 1<sup>st</sup> shall be assigned the succeeding July 1<sup>st</sup> as their anniversary date.
- 9.8 Salary Schedule Progression. Employees shall be hired at step one of the job classification hired into and shall thereafter progress to the top as established by their anniversary date of hire. Employees shall be hired at step one of the job classification

hired into but may be hired above the minimum by mutual agreement with the UNION.

#### 9.9 Additional Responsibilities.

- 9.91 Employees assigned to the duties and responsibilities of a higher paid classification period of five (5) or more consecutive normal workdays shall be paid at the higher rate for all hours worked retroactive to the first day of assignment. An employee who receives such an assignment shall remain in the assignment until the reason for the change has ended, unless the employee's performance is below standards.
- 9.92 Employees classified as Painter, and who are assigned the responsibility of four (4) or more employees, shall be paid at the rate of Class V during the period that four (4) or more employees are assigned.
- 9.93 In the event a job classification's duties and responsibilities are changed the employer will meet with the union to negotiate an appropriate rate of pay.

### ARTICLE 10 JOB REQUIREMENTS

10.1 It shall be a condition of employment to have or attain Engineer licenses as follows:

- 10.11 Employees having the job classification of custodian and school keeper shall attain a second (2nd) Class "C" engineer license within one (1) year from the date of employment.
- 10.12 Employees having the job classification of Elementary Headperson shall have a first (1st) Class "C" Engineer license.
- 10.13 Employees having the job classification of Junior High Headperson, Senior High Headperson and Specialist (Plumbing and Heating) shall have at least a grade "C" Chief's license.
- 10.14 Employees having the job classification of Night Lead Person shall attain and hold an Engineer License no less than one step below the day Headperson license as per 10.12 and 10.13.
- 10.15 Boiler stipend will only be paid to individuals who are required to hold a boiler's license as defined in 10.11, 10.12, 10.13 and 10.14

Employees who hold a boiler's license and have earned a boiler's stipend on or before January 1, 2012 that do not work in a position that requires a boiler's license will be grandfathered. These employees may continue to receive the stipend as long as they continue to maintain a boiler's license and do not let their license expire.

10.2 Training. The district agrees to co-sponsor with the union classes for employees in qualifying for employees in qualifying for a second class c engineer's license.

### ARTICLE 11 SICK LEAVE

11.1 Full-time employees scheduled for a twelve (12) month work year shall be granted twelve (12) sick days at the beginning of the first year of employment. Effective year two of

employment, full-time employees scheduled for a twelve (12) month work year shall earn one (1) day per month of annual sick leave allowance for a total of twelve (12) days.

11.11 Full-time employees who are originally employed at a time other than July 1 shall be granted a prorated sick leave allowance during the first year of employment.

11.12 Full-time employees who are scheduled for a work year of less than twelve (12) months shall be granted an annual sick leave allowance based on one (1) day for each one (1) month of work.

11.2 Earned sick leave may be accumulated to an unlimited amount.

### 11.3 Use of Sick Leave.

11.31 Accumulated sick leave may be used for absences from a scheduled normal workday necessitated by illness or injury. When the use of accumulated sick leave is approved, employees for compensation purposes will be considered to have worked their normal workday. Employees who are eligible for Workers' Compensation benefits shall have the right to use accumulated sick leave in an amount necessary to equal their normal daily compensation.

11.32 The use of accumulated sick leave in excess of three (3) consecutive normal workdays or the repeated and systematic use of sick leave may require the verification of illness or injury at the discretion of the Building and Grounds Supervisor.

11.33 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave and earned vacation may request an unpaid leave of absence in accordance with the provisions of ARTICLE 21, (UNPAID LEAVE OF ABSENCE).

11.34 Misuse of sick leave benefit shall be just cause for disciplinary action as provided by the provisions of ARTICLE 23, (DISCIPLINE AND DISCHARGE).

11.4 Notification. Employees unable to report for their normal workday or upon returning from a short illness, three (3) days or less, shall notify the Building and Grounds Department at least two (2) hours prior to their scheduled starting time. Employees unable to report to work for the second or third shift will give a four hour notice when possible.

Employees returning to work from a long-term illness, more than three (3) days, shall notify the Building and Grounds Department one (1) calendar day prior to their scheduled starting time. If the Building and Grounds office is not open, the employee shall notify the head building custodian or specialist foreperson. Employees failing to give such notice may be subject to discipline as provided by ARTICLE 23 (DISCIPLINE AND DISCHARGE).

11.5 Wellness Incentive. If an employee has 3 or less sick day occurrences in a fiscal year (July 1 – June 30), the employee will be eligible to receive an additional fifteen cents (\$0.15) pay per regular hour worked (not to exceed 2080 hours). The additional \$0.15 per hour will be paid into a VEBA account on July 15 of each contract year.

An occurrence is defined as one (1) work day or multiple, consecutive work days related to

the same reason for absence.

## ARTICLE 12 FAMILY ILLNESS LEAVE

- 12.1 Employees may use accumulated sick leave to provide care because of a serious illness to a member of the employee's immediate family in accordance with MN Statute 181.9413.
- 12.2 In unusual circumstances two (2) additional days of accumulated sick leave may be approved as determined by the Human Resources Employment Specialist.
- 12.3 For compensation purposes, when family illness is approved, employees will be considered to have worked their normal workday.

## ARTICLE 13 FUNERAL LEAVE

- 13.1 Full-time employees may use up to a maximum of three (3) days of accumulated sick leave, if necessary, to attend a funeral in the employee's immediate family. Immediate family shall be defined as spouse, children, parent, brother, sister, grandparent, grandchild, uncle, aunt, and all corresponding in-laws. Also included is a guardian of the employee or any other person living in the employee's household for whom the employee is the sole source of support.
- 13.2 In unusual circumstances two (2) additional days of accumulated sick leave may be approved as determined by the Human Resources Employment Specialist.
- 13.3 For compensation purposes, when funeral leave is approved, employees will be considered to have worked their normal workday.

## ARTICLE 14 PERSONAL LEAVE

- 14.1 Full-time employees may use up to a maximum of two (2) days, if necessary, to conduct personal business or to be absent for an event which is important to the employee which can only be conducted during the normal workday. Requests for personal leave shall be made in advance of its use and shall be subject to the approval of the Human Resources Employment Specialist.
- 14.2 For compensation purposes, when personal leave is approved, employees will be considered to have worked their normal workday.

## ARTICLE 15 UNPAID LEAVES OF ABSENCE

- 15.1 Short Term Unpaid Leave of Absence: An employee may be approved for an absence without pay for a period not to exceed twenty (20) normal work-days, subject to the sole approval of the Director of Buildings and Grounds, with no loss of benefits.
- 15.2 Long Term Leave of Absence: In the event it is necessary for a full-time employee to be absent from work for reasons other than those provided by ARTICLES 11, 12, 13, 14, 15 and 16 (SICK LEAVE, FAMILY ILLNESS, FUNERAL LEAVE, PERSONAL LEAVE, VACATION or JURY DUTY) or for the birth or adoption of a child, a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence. Such leaves shall be unpaid with the exception of

leave for the birth or adoption of a child for which an employee may use earned sick leave in accordance with the Family Medical Leave Act.

- 15.3 Requested leaves of absence for the birth or adoption of a child will be granted in accordance with the Family Medical Leave Act. Requested unpaid leaves of absence for reasons other than the birth or adoption of a child will be granted only when such leave would not affect the operation of the maintenance program of the EMPLOYER, is recommended by the Human Resources Employment Specialist, and is approved by the School Board. The approval of such requests is discretionary with the School Board.
- 15.4 During an unpaid leave of absence employees will earn no compensation or benefits, except as may be specifically established by this AGREEMENT.
- 15.5 Employees who are absent from work without an approved leave of absence, will be subject to the provisions of ARTICLE 23 (DISCIPLINE AND DISCHARGE).
- 15.6 Return to Work: An employee returning to work shall be placed in an open position or the position the employee left. The employee will remain in the open position until a comparable position to the one that the employee originally left becomes available. The employee will not suffer a loss in pay while waiting for a comparable position to open.

#### ARTICLE 16 CHILD CARE LEAVE

- 16.1 In the event of an employee's pregnancy, such employee may continue to work until such time that she is determined disabled by her physician. During the period of time that she is certified disabled, such employee may utilize disability/sick leave benefits for which she is eligible in accordance with applicable law. Thereafter, an employee may request an unpaid child care leave. However, if an employee requests a child care leave prior to the time that her physician certifies her disability, such child care leave shall be in effect from the date of commencement through the period of childbirth and recovery. An employee on child care leave shall not be entitled to receive any compensation or sick leave pay from the school district.

The school district may grant, upon the request of an employee, an unpaid child care leave of absence for the care of a natural or adopted child. A pregnant employee shall notify, in writing, the Human Resources Employment Specialist and the supervisor, not later than the sixth month of pregnancy, of the intention to take child care leave. Such notice shall include the proposed time period for such leave, a physician's statement indicating the estimated date of delivery, and the employee's intention to work up until her certified disability date. An employee requesting a child care leave for the care of an adopted child shall give notice at least 3 months prior to the estimated placement date, if possible.

#### ARTICLE 17 VACATION

- 17.1 Full-time employees shall earn vacation in accordance with the following schedule based on years of continuous service. For the purpose of determining years of continuous service, an employee's payroll anniversary date as established by ARTICLE 9 (JOB CLASSIFICATION AND COMPENSATION) Section 9.8 will be used. Employees working less than a full year will earn prorated vacation.



- 17.11 During the first (1st) year through the fifth (5th) year of continuous employment ten (10) days of vacation per year shall be earned provided the employee has completed the probationary period
- 17.12 During the sixth (sixth) year through the twelfth (12th) year of continuous employment fifteen (15) days of vacation per year shall be earned.
- 17.13 During the thirteenth (13th) through the fifteenth (15th) year of continuous employment seventeen (17) days of vacation per year shall be earned.
- 17.14 Employees with more than fifteen (15) years of continuous employment shall earn twenty (20) days of vacation per year.
- 17.15 Employees with more than 20 years of continuous employment shall earn twenty-three (23) days of vacation per year.
- 17.16 Employees with more than 25 years of continuous employment shall earn twenty-five (25) days of vacation per year.
- 17.2 For the purpose of scheduling vacations a "vacation choice schedule" and a seniority list will be posted in each building between April 1 and May 1. Requests for vacation will be based on seniority by building. All vacation requests shall be subject to the approval of the Director of Building and Grounds and subject to the work needs of the EMPLOYER. At least one week notice is necessary prior to taking a vacation.
- 17.3 An employee may carry over unused vacation days into the first six (6) months of the next year, and no more than half of the unused vacation days into the second six (6) months before vacation days are forfeited.

Example:

July 1, 2017 – Employee is allocated 10 days of vacation.

July 1, 2018 – No vacation was used in the previous fiscal year and employee receives new allocation of 10 days of vacation bringing their total vacation balance to 20 days.

January 1, 2019 – No vacation was used since July 1, 2018 so the previous year's (2017-2018) allocation of 10 vacation days is reduced by 5 days bringing the balance to 15 vacation days.

June 30, 2019 – No vacation was used since January 1, 2019 so remaining 5 vacation days that were carried over on January 1, 2019 are lost bringing the balance to 10 days of vacation.

July 1, 2019 – Employee receives new allocation of 10 days bringing total balance to 20 days of vacation.

ARTICLE 18 JURY DUTY

- 18.1 Full-time employees called for jury duty shall be compensated for the difference between the jury per diem and the employee's basic hourly rate times eight (8) not to exceed thirty (30) normal workdays. Employees not selected for a jury or discharged from a jury shall report to work if directed by the Building and Grounds Supervisor.

## ARTICLE 19 INSURANCE

- 19.1 Eligibility. The insurance benefits established by this ARTICLE shall be provided to full-time employees.
- 19.2 Hospital-Medical-Dental Insurance. The EMPLOYER will provide preventative insurance programs for medical and dental for all full-time employees.

- 19.21 The EMPLOYER will contribute \$727.00 toward the monthly premium cost of the health medical coverage (for both the HOOP and Low Deductible plans and regardless of single or family coverage) in 2017-2018. In 2018-2019 and 2019-2020, the EMPLOYER will contribute an amount equal to the cost of the monthly single premium for employees electing either the HOOP and Low Deductible single plans. Employees electing HOOP family coverage will receive a monthly contribution equal to 65% of the HOOP family premium cost and employees electing Low Deductible family coverage will receive a monthly contribution equal to 55% of the Low Deductible family premium cost.

The EMPLOYER will contribute \$43 in 2017-2018 toward the monthly premium cost of the dental coverage (employee or family) for eligible and enrolled full-time employees for each month or portion of a month worked. In 2018-2019 and 2019-2020, the EMPLOYER will contribute an amount equal to the cost of the monthly single premium amount for employees electing either single or family dental coverage.

Full-time employees who elect either HOOP or Low Deductible insurance coverage (single or family) shall be eligible to receive an annual VEBA contribution of \$875 in 2017-2018. For 2018-2019 and 2019-2020, employees electing HOOP single or family coverage will receive an annual VEBA contribution of \$1,800 and employees electing Low Deductible single or family coverage will receive an annual VEBA contribution of \$600.

- 19.22 In the event that it is determined by a court of competent jurisdiction that the payment of dependent coverage for eligible employees is discriminatory toward single employees, the cost of dependent coverage remaining prior to the expiration of this AGREEMENT will be distributed equally among all employees in the form of a cash payment.
- 19.23 Any reduction in the benefit specifications of the hospital- medical benefits between the insurance carrier and the EMPLOYER executed as of July 1, 1980 shall be subject to bargaining between the UNION and the EMPLOYER, except those required by law or agreed to between the Employer and the Hopkins Education Association.

- 19.24 Employees retiring after age fifty-five (55) shall have the right to continue to participate in the group hospital/ medical insurance program established by this article until age sixty-five (65). Employees participating shall pay the full premium cost of the single and dependent monthly premium.
- 19.3 The Life Insurance Program will provide insurance for eligible full-time employees subject to conditions as agreed upon between the EMPLOYER and the insurance carrier.
- 19.31 Eligible employees with twelve (12) or less continuous years of employment will be provided insurance in an amount to the nearest \$1,000 of the employee's estimated annual income as of September 1 of each year, however, each employee shall be provided with a minimum of \$50,000 in coverage.
- 19.32 Eligible employees with more than twelve (12) years of continuous employment will be provided insurance in an amount which doubles, to the nearest \$1,000 of the employee's estimated annual income as of September 1 of each year. Effective January 1, 1995, such employees will have the discretion to limit their life insurance coverage at \$50,000.
- 19.33 The EMPLOYER shall pay the full premium cost of the Life Insurance Program for all eligible and enrolled employees.
- 19.4 The Long Term Disability Insurance Program will provide disability insurance for eligible full-time employees subject to the conditions agreed upon between the EMPLOYER and the insurance carrier.
- 19.41 The EMPLOYER will contribute the full monthly premium cost of the L.T.D. Program for eligible and enrolled full-time employees.
- 19.42 Income for the purpose of L.T.D. benefits is defined as the monthly income of an employee as of September 1 as established by 9.6 of this AGREEMENT.
- 19.43 An income benefit of 66-2/3% of an employee's monthly income will commence following a sixty (60) working day waiting period.
- 19.44 Employees may elect to use accumulated sick leave or earned vacation in a prorated amount to supplement the L.T.D. benefit until accumulated sick leave or earned vacation is exhausted.
- 19.5 Employee Acceptance. Acceptance of any insurance benefit established by this ARTICLE is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept it.
- 19.6 Any future increase in the employer's contribution towards an approved insurance program will coincide with the effective date of the insurance contract between the employer and designated insurance carrier.
- 19.7 Reimbursement for Personal Property Damage. The School Board shall reimburse Employees up to a maximum of \$50 per incident, for the depreciated value of personal property damaged or destroyed as a consequent of carrying out assigned custodial duties. Such losses shall be certified by the Employee and approved by the Director of Business

Services. Employees submitting such loss claims under their personal insurance programs shall receive reimbursement equal to their personal insurance program deductible or \$50, whichever is less.

19.8 Flexible Benefit Plan. The Employer will offer a flexible benefit plan to employees covered by this master agreement pursuant to the provisions of Section 125 of the Internal Revenue Code. This plan provides a system whereby Employees may elect to allocate monies from their salary to be used for the purchase of medical, dental, vision and dependent care expenses.

## ARTICLE 20 HOLIDAYS

20.1 The following ten (10) days during the work year shall be considered paid holidays for full-time employees scheduled to a twelve (12) month work year:

Independence Day	New Year's Eve Day
Good Friday	New Year's Day
Labor Day	
Thanksgiving Day	
Friday following Thanksgiving Day	
Christmas Eve Day	
Christmas Day	
Memorial Day	

19.11 Floating Holiday. One additional floating holiday shall be observed on a day or days as designated by the EMPLOYER.

20.2 The following five (5) days during the work year shall be considered paid holidays for full-time employees scheduled to a nine (9) month work year:

Labor Day  
Memorial Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Presidents' Day

20.3 The actual calendar day on which a holiday will be observed shall be established by the EMPLOYER for employees working a normal work week Monday through Friday. Employees scheduled to a normal work week other than Monday through Friday shall receive ten (10) holidays scheduled at a time mutually convenient to the EMPLOYER and the employee.

20.4 To qualify for a paid holiday employees must work the last normal workday before the holiday and the first normal workday following the holiday. For the purpose of this Section employees who are absent from work based on the provisions of ARTICLES 11, 12, 13, 14, 15 and 16 will be considered to have worked the normal workday before or following a holiday.

## ARTICLE 21 UNIFORMS

21.1 Full-time custodial and maintenance employees shall wear an approved uniform provided by the EMPLOYER. Employees shall be responsible for laundering and maintaining such uniform. The District shall provide a uniform allowance for custodians of thirty-five dollars(\$45) per pair of pants, per year, payable on the first pay date of each school year in accordance with the department uniform policy. All employees will receive a maximum of two (2) pairs of pants per year with the exception of the Plumbing and Heating Specialist, Plumbing and Heating Foreperson, the Electrical/Utility Specialist, Grounds Foreperson, and Groundperson which will receive a maximum of four (4) pairs of pants per year.

21.2 Footwear

Employees shall wear and be reimbursed for appropriate footwear according to the following schedule:

Steel toed, puncture resistant footwear shall be worn by: night leads and building leads working in buildings where there is construction; specialists; employees doing grounds keeping work for building and grounds or community education.

Employees shall be reimbursed up to \$180.00 annually for the purchase of these boots.

## ARTICLE 22 SEPARATION

22.1 Employees shall be considered separated from employment with the EMPLOYER based on the following actions:

22.11 Resignation. Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of their resignation. Failure to give such notice will result in the forfeiture of all earned vacation.

22.12 Severance Pay. Severance Inducement Benefit. Employees who terminate employment will be eligible for a severance inducement benefit provided the employee has 20 years of full-time continuous service with the employer. An employee terminated "for cause" shall not be eligible for the Severance Inducement benefit.

### Severance Trust Participation

The School District and the Union are committed to establishing a Voluntary Employee Beneficiary Association (VEBA), as authorized under Section 501 (c)(9) of the Internal Revenue Code, to provide health and welfare benefits to eligible Union members.

Under the terms of the parties' Collective Bargaining Agreement, eligible Employees have earned a severance benefit (the "Benefit"). The District shall fulfill the Benefit obligation to the eligible employee (the "Member") by making payments in contribution to a VEBA account of an amount equal to 100% of the Benefit.

In order to participate in the VEBA, Members must sign the "Participation Agreement." The Agreement will require the member to verify that only eligible expenses will be submitted for reimbursements.

22.122

<u>Years of Employment</u>	<u>Number of Days Pay</u>
20 years	90 days

EMPLOYER'S maximum benefit obligation for members of the bargaining unit shall not exceed \$60,000 in any fiscal year covered by this AGREEMENT.

For purposes of this section, a "day's pay" will be defined as the mean average of the regularly assigned hours per day during the employee's years of employment multiplied by the employee's highest hourly wage. The mean average of regularly assigned hours will be determined by the highest total hours worked for 20 years of district employment.

Employees terminated "for cause" shall not be eligible for the severance benefit. The severance payment will be made within 60 days of severance or in January of the year following the severance date, and will be paid to the employee's estate in case of death.

Notwithstanding any other provisions of this ARTICLE, the EMPLOYER'S maximum severance benefit obligation for members of the bargaining unit shall not exceed \$60,000 in any fiscal year covered by the AGREEMENT. In the event applications of eligible employees constitute a liability in excess of the limitations as contained in this section, the amount each employee would be eligible to receive shall be reduced to a proportionate share of the school district's annual liability with the remainder to be paid in the following fiscal year subject to the aggregate maximum.

Beneficiary. In the event of the death of an eligible employee prior to the full payment of the severance inducement benefit, the remaining benefit shall be made to the beneficiary designated by the employee.

Health-Medical Insurance.

The Employer will contribute \$4,800.00 each year of this agreement to the post-severance medical fund.

Eligible employees will be able to use this fund to pay \$100.00/month toward the District Medical Insurance Program Until eligible for Medicare.

When the set aside amount is exhausted, it is gone. Any dollars not used would roll to the next fiscal year. The annual contribution amount is not an ongoing District commitment, but will be negotiated with each master agreement.

22.13 Discharge. Employees may be discharged from employment as provided by ARTICLE 23 (DISCIPLINE AND DISCHARGE).

22.14 Absence from Work. Employees absent from work without an approved absence as provided by ARTICLES 11, 12, 13, 14, 15, 16 and 21 (SICK LEAVE, FAMILY

ILLNESS, FUNERAL LEAVE, PERSONAL LEAVE, VACATION, JURY DUTY, or UNPAID LEAVE OF ABSENCE) may be discharged as provided by ARTICLE 23 (DISCIPLINE AND DISCHARGE).

22.15 Inability to Perform Job Duties and Responsibilities. Employees may be separated for the inability to perform job duties and responsibilities as provided by ARTICLE 6 (PROBATIONARY PERIOD).

22.2 Employees re-employed by the EMPLOYER following separation shall be considered an original hire.

## ARTICLE 23 JOB POSTING

23.1 The EMPLOYER AND THE UNION agree that job openings should be filled based on the concept of promotion from within, provided that applicants

22.11 have the necessary qualifications to meet the standards of the job and

22.12 have the ability to perform the duties and responsibilities of the job.

23.2 A job opening shall be posted on custodial office bulletin boards and on the district's intranet for a period of (10) working days. The EMPLOYER shall make every reasonable effort to fill posted job openings within thirty (30) calendar days following the expiration of the posting. If a job opening cannot be filled within 30 days, the District will notify the Union, in writing, of the reasons why.

23.3 Job openings which occur in the job classification of Custodian/ School keeper shall be filled by the senior Custodian/School keeper applicant, subject to the provision of 22.11 and 22.12 of this ARTICLE.

23.4 Openings which occur in the job classification of Headperson, Lead-person, or Specialist shall be filled based on qualifications, ability to perform the duties and responsibilities of the position, work performance, and seniority. The senior applicant will be selected after being interviewed if qualifications, ability and performance are equal.

To the extent that is possible, the following individuals will participate in internal and external supervisory position interviews: Building Principal, Supervisor of Buildings and Grounds, Human Resources Employment Specialist, and a building head from another site.

23.5 Employees filling a higher job classification based on the provisions of this ARTICLE shall serve a ninety (90) working day probationary period and are subject to the conditions of ARTICLE 6 (PROBATIONARY PERIOD).

23.6 Employees who post for and are selected for a temporary position shall retain the right to return to the employee's previously held position at the conclusion of the temporary vacancy.

23.7 The EMPLOYER has the right of final decision in the selection of the employees to fill posted jobs.

## ARTICLE 24 DISCIPLINE AND DISCHARGE

24.1 The EMPLOYER shall have the right to impose disciplinary actions on employees for just cause.

24.2 Disciplinary actions by the EMPLOYER may include any of the following actions based on the severity of the cause:

Oral reprimand	Demotion
Written reprimand	Discharge
Suspension	

24.3 The suspension, demotion, or discharge of an employee may be processed through the procedures of ARTICLE 26 (GRIEVANCE PROCEDURE) provided that if no appeal is made of such disciplinary action with seven (7) normal workdays of its occurrence, this right of appeal is waived.

24.4 Employees who are demoted for just cause shall have their job position posted and shall be demoted to the last position made vacant by the job posting procedure established by ARTICLE 22. An employee demoted shall lose all job posting rights established by ARTICLE 22 for a period of one (1) year.

24.5 Upon the written request of the employee to the Human Resources Employment Specialist or designee, records of disciplinary action will be reviewed and considered for removal if there have been no further disciplinary actions, letters of memoranda relating to the same or similar issues for a period of two years. The employee shall receive the written request and documents back.

## ARTICLE 25 SENIORITY

25.1 Seniority shall be defined as the length of continuous SERVICE WITH THE EMPLOYER as a full-time employee.

25.2 The EMPLOYER shall maintain a seniority list of all employees covered by this AGREEMENT.

25.3 Seniority shall terminate when an employee is separated from employment as provided by ARTICLE 21 (SEPARATION).

25.4 Seniority shall not accrue under the following conditions:

25.41 During a period of suspension as provided by ARTICLE 23 (DISCIPLINE AND DISCHARGE).

25.42 During a period of lay-off as provided by ARTICLE 25 (LAY-OFF).

25.43 During a period of an unpaid leave of absence as provided by ARTICLE 21 (UNPAID LEAVE OF ABSENCE), excluding a leave granted for a long-term injury or illness during which seniority shall accrue.



25.5 Seniority shall have application to the following terms and conditions of employment:

25.51 The accumulation of vacation and the selection of a vacation period as provided by ARTICLE 15 (VACATION).

25.52 Progression on the salary schedule as provided by ARTICLE 9 (JOB CLASSIFICATION AND COMPENSATION).

25.53 Order of lay-off as provided by ARTICLE 25 (LAY-OFF).

25.54 As one criteria in considering applicants for promotion as provided by ARTICLE 22 (JOB POSTING).

## ARTICLE 26 LAY-OFF

26.1 Employees may be laid off by the EMPLOYER to meet the needs of the School District.

26.2 Seniority shall prevail in the event of a lay-off or job elimination in accordance with the following procedure:

26.21 The employee affected by the original notice of lay-off or job elimination shall have the right, provided, the employee has more seniority, to displace any of the least three senior employee in the job classification in which the original lay-off takes place. The displaced employee shall have the right to displace any of the least senior three employees in any job classification, provided, the employee:

26.211 Has more seniority.

26.212 Has successfully completed a probationary period in the specific job within the job classification or has filled in for the position at least ninety (90) cumulative days.

26.213 Has the qualifications and ability to perform the job classifications' current duties and responsibilities.

26.214 Employees impacted by layoff or job elimination, shall have five (5) workdays to decide whom they will displace.

26.22 The displacement procedure established by Section 25.21 shall be repeated until an employee elects to displace within the Custodian/School Keeper job classification. Within the Custodian/ School Keeper job classification employees shall have the right to displace any employee with lesser seniority until the employee with the least seniority is laid off.

26.3 Exception. No employee shall have the right to displace an employee in a job classification from which the employee voluntarily demoted.

26.4 Recall. Following the filling of a job opening in accordance with ARTICLE 22 (JOB POSTING) a resulting vacancy shall be filled by recalling employees who are on lay-off. Employees shall be recalled in the inverse order of lay-off, provided, the employee has the

qualifications and ability to perform the job classifications' current duties and responsibilities. In the event a job is eliminated, the displaced employee shall not have his or her pay reduced.

26.41 Notice of recall shall be made by certified mail, at least fourteen (14) calendar days prior to the date the employee is to return to work.

26.42 Following receipt of the notice of recall the employee shall, within five (5) calendar days, notify the Human Resources Employment Specialist by certified mail of their intention to return to work.

26.43 Employees who fail to return to work as notified or who fail to give written intention of their intent to return to work shall be considered to have resigned and shall lose all rights to recall as established by this Section (25.4).

## ARTICLE 27 GRIEVANCE PROCEDURE

27.1 A grievance for the purpose of this ARTICLE is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this AGREEMENT. The following procedure is established for the purpose of resolving such grievance with equity and dispatch.

27.2 It is recognized and accepted by the EMPLOYER and the UNION that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The Steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the Steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the EMPLOYER.

27.3 Grievances shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of any alleged violation of the AGREEMENT, the employee involved shall attempt to resolve the matter on an informal basis with the employee's immediate supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the UNION. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the AGREEMENT violated, and the relief requested. Any alleged violation of the AGREEMENT not reduced to writing by the UNION within seven (7) calendar days of the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence should have knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Alleged violations of the AGREEMENT referred in writing provided by Step 1 shall be considered a grievance. Within seven (7) calendar days after receiving the written grievance the Building and Grounds Supervisor and the appropriate UNION Steward shall meet and attempt to resolve the grievance. If, as a result of this meeting the grievance remains unresolved, the Building and Grounds Supervisor

shall reply in writing to the UNION Steward within three (3) calendar days following this meeting.

The UNION may refer the grievance in writing to Step 3 within seven (7) calendar days after receipt of the Building and Grounds Supervisor's written answer. Any grievance not referred in writing by the UNION within seven (7) calendar days following the receipt of the Building and Grounds Supervisor's answer shall be considered waived.

Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2 the Human Resources Employment Specialist, or designee, shall meet with the UNION Business Agent and attempt to resolve the grievance. Within seven (7) calendar days following this meeting the Human Resources Employment Specialist, or designee, shall reply in writing to the UNION Business Agent stating the EMPLOYER'S answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the UNION may refer the grievance to Step 4. Any grievance not referred in writing to Step 4 within seven (7) calendar days following receipt of the Human Resources Employment Specialist's answer will be considered waived.

Step 4. If the grievance remains unresolved, the UNION may within seven (7) calendar days after receipt of the Human Resources Employment Specialist's Step 3 answer, by written notice to the EMPLOYER, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the EMPLOYER and the UNION within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike the first (1st) name; the EMPLOYER shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

27.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within ten (10) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the EMPLOYER, the UNION and the employees.

27.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim

record of the proceedings, it may cause such a record to be made, providing it pays for the record.

27.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

## ARTICLE 28 HEALTH REQUIREMENTS

28.1 All employees will be required to furnish evidence of good health as may be required by Minnesota Statutes.

28.2 All employees will be required to show evidence of a mantoux or chest X-ray as required by law.

## ARTICLE 29 SEVERABILITY

29.1 In the event that any provision(s) of this AGREEMENT is declared by proper legislative, administrative, or judicial authority from whose findings, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

29.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the AGREEMENT in compliance with the legislative, administrative, or judicial determination.

## ARTICLE 30 WAIVER

30.1 The EMPLOYER and the UNION acknowledge that during the meeting and negotiating which resulted in this AGREEMENT, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this AGREEMENT.

30.2 Therefore, the EMPLOYER and the UNION for the duration of this AGREEMENT agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this AGREEMENT.

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

## ARTICLE 31 DURATION AND PLEDGE

31.1 This AGREEMENT shall become effective on July 1, 2017, unless specifically provided otherwise herein, and shall remain in effect through the 30th day of June, 2020, and continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.

31.2 Either party desiring to change this AGREEMENT must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in 30.1 of this ARTICLE. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT shall follow the same procedures as a proposed change.

31.3 In consideration of the terms and conditions of employment established by this AGREEMENT and the recognition that the GRIEVANCE PROCEDURE herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the AGREEMENT:

31.31 The UNION and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful, or proper performance of their duties of employment.

31.32 The EMPLOYER will not engage in, instigate, or condone any lock-out of employees.

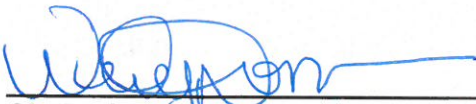
## ARTICLE 32 NONDISCRIMINATION

The provisions of the Agreement shall be applied to all employees under this Agreement equally without favor or against any employee because of race, color, creed, national origin, sex, marital status, age, or because of membership or non-membership in the Union. The Union and the employees covered by this Agreement shall conduct their professional duties and responsibilities in a nondiscriminatory manner as it affects students, other employees of the Employer, and the general public.

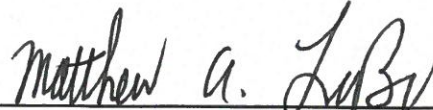
AGREED to upon Board approval, this 21<sup>st</sup> day of November, 2017, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives of the EMPLOYER and the UNION:

FOR THE EMPLOYER:

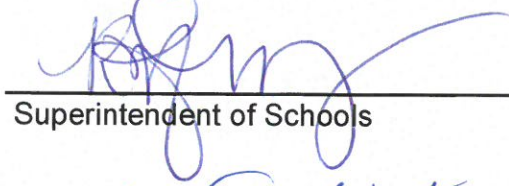
FOR THE UNION:



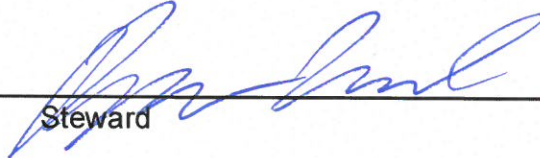
Chair of the School Board



Business Representative, Local 284

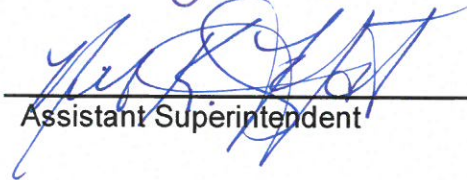


Superintendent of Schools

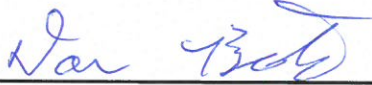


Steward

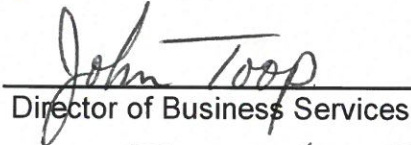
*Jordan's mother*



Assistant Superintendent



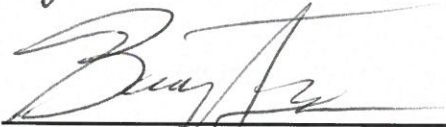
Committee Member



Director of Business Services



Committee Member



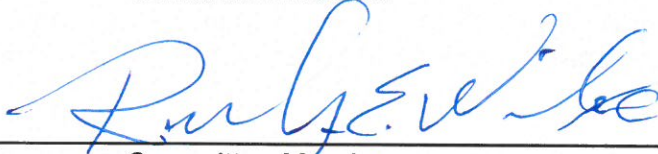
Human Resources Administrator



Committee Member



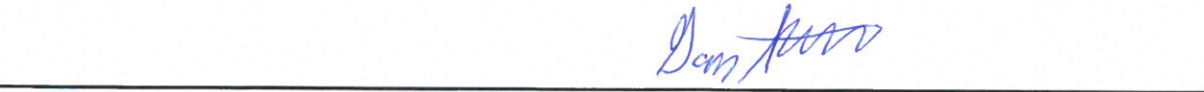
Director of Buildings and Grounds



Committee Member



Committee Member



Committee Member

Memorandum of Understanding  
Hopkins ISD 270 and SEIU Local 284 Hopkins Maintenance Employees

This Memorandum of Understanding is entered between Hopkins Public Schools 270 (hereinafter referred to as the "School District") and the Service Employees International Union Local 284 representing Maintenance Employees (hereinafter referred to as "Employees").

It is agreed by the School District and Employees that employees hired prior to July 1, 2003 will receive one (1) year seniority credit added to their base seniority years for vacation day purposes.

Memorandum of Understanding  
Hopkins ISD 270 and SEIU Local 284 Hopkins Maintenance Employees

This Memorandum of Understanding is entered between Hopkins Public Schools 270 (hereinafter referred to as the "School District") and the SEIU Local 284 Hopkins Maintenance Employees (hereinafter referred to as "Employees") on November 21<sup>st</sup>, 2017.

The School District and the Employees agree that for the duration of this agreement, Good Friday will be removed as a designated paid holiday. All full time employees will receive an additional floating holiday to be used on any scheduled work day from July 1<sup>st</sup> – June 30<sup>th</sup> each year of the contract.

Employees who request to use a vacation day or a floating holiday on the Good Friday holiday will be guaranteed approval by the School District provided advanced notice of the request of at least two (2) weeks is given to the Buildings and Grounds Coordinator.