

AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT NO. #413
MARSHALL, MINNESOTA**

AND

MARSHALL CUSTODIAL ASSOCIATION

EFFECTIVE DATES:

JULY 1st, 20242 THROUGH JUNE 30th, 20264

ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 413, Marshall, Minnesota, hereinafter referred to as the School District, and the Marshall Custodial Association, hereinafter referred to as the exclusive representative and/or The Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for operation and maintenance staff.

The parties have reached understandings that they desire to confirm in this agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the Marshall Custodial Association as the exclusive representative for the custodial and related employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in the certification by the Commissioner of Mediation Services, Case No. 74-PR-266-A.

ARTICLE III RIGHTS OF THE PARTIES

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

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

Section 5. Use of School District Property. The exclusive representative shall reimburse the School District for the use of school equipment, supplies, and labor used in association business. Prior approval for the use of School District resources is required. The association will be billed as per a cost schedule provided by the School District. Nothing herein shall require the School District to permit the exclusive representative to utilize any School District property except as determined by the School District.

Section 6. Limitation. Association business shall not be conducted on school time except as permitted by the School Board or its designee.

**ARTICLE IV
HOURS OF SERVICE AND DUTY YEAR**

Section 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the School District each year for regular employees.

Section 3. Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Section 4. Lunch Period: Employees shall be provided an unpaid duty free lunch period of at least 30 minutes as scheduled by the School District.

Section 5. School Closing: In the event school is canceled due to inclement weather, employees are expected to report for work (road conditions permitting). If the employee is unable to be at work, the following options shall be followed: (A) The hours missed may be made up at some other time if agreed upon by the employee and their immediate supervisor. Hours may not cause overtime and must be made up within a week of the canceled day. (B) The hours missed will be deducted from the employee's paycheck; (C) The hours missed can be paid by using earned compensatory time; (D) The employee may use vacation time if applicable; (E) The employee may use personal leave if applicable.

Section 6. Breaks. Employees working more than four hours, but less than seven hours per ~~work day~~workday shall be entitled to one ~~fifteen minute~~fifteen-minute break. Employees working seven or more hours per ~~work day~~workday shall be entitled to two ~~fifteen minute~~fifteen-minute breaks. The designated administrator shall schedule all breaks.

**ARTICLE V
COMPENSATION**

Section 1. Rates of Pay.

Subd. 1. 20242-20235 Rates of Pay. The wages and salaries reflected in Schedule A attached hereto shall be a part of the agreement for the ~~20224-~~20235 contract year.

Subd. 2. 20235-20246 Rates of Pay. The wages and salaries reflected in Schedule B attached hereto shall be a part of the agreement for the ~~20235-~~20246 contract year.

Section 2. Successor Agreement. During the term of this agreement, advancement on any salary schedule shall be subject to the terms of this agreement. In the event a successor agreement is not entered into prior to the expiration of this agreement, an employee shall be compensated according to the current rate until a successor agreement is entered into.

Section 3. Withholding Salary Advancement. An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 4. Salary Advancement.

Subd. 1. The length of time for the probationary period is one year. The length of time for the novice period is two years. The length of time for the class 2 period is two years. In essence an employee is eligible for class 1 pay after five years. On the 10th year, employee will be eligible for class 11. On the 15th year, employee will be eligible for class 16.

Subd. 2. Employees who are promoted from within ~~from~~ one classification to another will have their salaries frozen at their current rate of pay for a maximum period of one year (provided their current rate of pay is equal to or higher than the probationary rate of pay in that job classification). After that their total length of service will be the determining factor for their rate of pay in that classification.

Subd. 3. Advancements will be based on the length of service of that individual and yearly evaluation done by their supervisor. Skill Rating refers to the degree of expertise and knowledge an employee has demonstrated and/or achieved within their respective classification. Advancement from probationary to either permanent (full/part time) status occurs when the employee achieves a predetermined level of skill development and possesses all necessary certification and/or license appropriate to the job description requirements in the employee's classification. If the employee does not hold the necessary certification and/or license the employee will agree to obtain the appropriate certificate and/or license within the minimum time constraints as required by the licensing agency. If the advancement is granted and the employee is not able to acquire the appropriate certificate and/or license for the new position, the employee will be reclassified to the employee's previous classification. The salary will also revert to whatever is commensurate to that classification.

- To advance from Novice to Class 2 the employee must hold a current Special Boilers license or higher.
 - It will be expected that custodians at Novice level who don't hold a current Special Boilers license or higher, will make at least 2 attempts each year until ~~the~~ license is acquired and maintained. This will be tracked by the employee ~~and Supervisor of Buildings and Grounds.~~ A custodian who does not obtain the Special Boilers license after 5 years may advance to Class 2 with recommendations from their supervisor.
- To advance ~~to from~~ Class 2 ~~and to~~ Class 1 the employee must hold a current 2nd class license or higher.
 - It will be expected that custodians in Class 2 who don't hold a current 2nd class license or higher, will make at least 2 attempts each year until ~~license~~the license is acquired and maintained. This will be tracked by the employee ~~and Supervisor of Buildings and Grounds.~~ A custodian who does not obtain the Boilers license after 5 years may advance to Class 1 with recommendations from their supervisor. Custodians without a Boilers license will remain at a maximum level of Class 1.
- ~~To advance to a Class 1,~~ Custodial Leads ~~person~~ and Maintenance ~~person~~ positions you must hold a 1st class license or higher to advance to Class 1.

Subd. 4. Non-advancement: If an employee is not advanced at the end of an advancement period, he or she may request in writing the reasons for non-advancement. The immediate supervisor and Director of ~~Business Services~~ Operations will respond within ten (10) days of the request in writing.

Subd. 5. Advancement Procedures; Nonscheduled The School District may advance and/or hire an individual apart from the probationary limits as provided

~~the provided the~~ employee holds a Special Boiler license or attains one within 24 months of hire and has at least 2 years' experience in custodial work. Limit to hiring at Novice rate.

Subd. 6. Advancement Time Frame: All recommendations for advancement shall be acted on by the School Board during the month that the advancement is to occur.

Section 5. Call Backs. An employee who is called in for an emergency (including necessary snow removal) after leaving the Employer's premises at the end of a ~~work day~~workday will be paid at a minimum of two hours of pay and overtime, if applicable.

Section 6. Overtime.

Subd. 1. An employee performing duties of more than forty (40) hours per week will be compensated at the rate of time and one-half or compensatory time at time and one-half.

Subd. 2. The School District shall determine whether to compensate the employee with overtime pay or compensatory time off.

Subd. 3. The maximum amount of compensatory time that may be accumulated is ~~forty~~40 hours. The supervisor shall not authorize any hours over this standard.

Subd. 4. All overtime must be approved by the designated School District supervisor, in writing, in advance of the overtime work except in case of emergency.

Subd. 5. The district reserves the right to be able to pay all remaining compensatory hours as of July ~~31st~~15 each year at that classification's pay rate when the hours were earned during the year. All compensatory hours shall be used prior to June 30.

Section 7. Holiday Pay. An employee required to work on a paid holiday will be paid at time and one-half for all hours worked in addition to holiday pay.

Section 8. Float Employee: An employee assigned as a float person between two buildings shall be reimbursed at the rate of \$15 per month in lieu of mileage allowance.

Section 9. Uniform Allowance. The School District will provide uniforms, shoes or other outerwear for custodial employees after one month of employment. The School District will provide yearly a maximum of \$250.00 for all employees working six to eight hours per day and \$125.00 for all employees working less than six hours per day. ~~The clothing for all male employees will be the same color and style and the clothing for all female employees will be the same color and style.~~ All outerwear clothing will be imprinted with the employee's name and MARSHALL PUBLIC SCHOOLS. Any portion of these individual allowances that are not used will be transferred back to the general fund's ongoing balance.

Section 10. Preapproved Training Courses. The School District will pay for all tuition and mileage for pre-approved training courses. The pre-approving agent will be the schools' Director of ~~Business Services~~Operations. All time for course work will be paid for up to a combination of the class time hours and the employee's remaining available regular ~~work day~~workday hours to make it total the employee's regular workday hours. All other course work, trainings and benefit enrollment will normally be accomplished on the employee's own time unless specified and approved by the Supervisor of Buildings and Grounds or Director of ~~Business Services~~Operations.

Section 11. Boiler License Renewal. The School District shall reimburse operations and maintenance staff for the renewal of State boiler license.

Section 12. Mileage Reimbursement. Mileage reimbursement for privately-owned vehicles approved for usage for School District business will be reimbursed at the district approved, current federal allowable rate.

ARTICLE VI GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance.

Subd. 1. Individual Coverage: The School District shall contribute an annual sum not to exceed ~~\$10,499-~~ \$11,000 for ~~2022-2023-2024-2025~~ and ~~\$10,749~~ \$11,250 for ~~2023-2024-2025-2026~~ towards the premium for individual coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. For those enrolled in the VEBA plans only, any unused benefit will be applied to the VEBA deductible contribution. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The School District shall contribute an annual sum not to exceed ~~\$17,248-~~ \$18,250 for ~~2022-2023-2024-2025~~ and ~~\$17,748-~~ \$18,750 for ~~2023-2024-2025-2026~~ towards the premium for family coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 3. Dental Insurance.

Subd. 1. Individual Coverage: The School District shall contribute an annual sum not to exceed \$325 for ~~20224-~~ 20246 toward the premium for individual dental coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Employee Plus One Coverage: The School District shall contribute an annual sum not to exceed \$525 for ~~20224-~~ 20246 toward the premium for employee plus one dental coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The School District shall contribute an annual sum not to exceed \$610 for ~~20224-~~ 2024-2026 toward the premium for family dental coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Life Insurance. The School District shall provide all eligible custodial employees with a \$25,000 term life insurance group policy to be paid for by the School District within the limits of the insurance carrier's contract.

Section 5. Long Term Disability. The School District shall provide each eligible employee with long term disability insurance in the School District's group long term disability plan.

Section 6. Flexible Benefits Plan. The School District shall maintain the Flexible Benefit Plan, which shall cover such employees as may qualify. The purpose of the plan is to provide the School District's employees with certain tax-advantage benefits and to allow the employees to

select from among the fringe benefits offered. The cost of implementing and operating the plan shall be the responsibility of the School District.

Section 7. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment, all School District contribution shall cease.

Section 9. Eligibility: To be eligible for the full benefits as provided in this Article an employee must be employed at least twelve months per year and thirty hours per week. Employees employed at least nine months per year and thirty hours per week shall be eligible for prorated benefits. Employees employed less than nine months per year and 30 hours per week shall not be eligible for the benefits of this article. Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the School District.

Section 10. Early Retirement. An employee who retires after age 55, but prior to age 65, may continue health insurance benefits upon approval of the carrier, at the employee's own expense until the employee becomes eligible for Medicare.

ARTICLE VII HOLIDAYS

Section 1. Eligibility. All 12-month bargaining unit employees will be eligible for ~~ten--eleven~~ (4011) paid holidays per Fiscal Year as follows unless request for different holidays has been made and approved by the Director of ~~Business Services~~ Operations for each particular year:

	<u>2022-2023 2024-2025</u>	<u>2023-2024 2025-2026</u>
1.	Labor Day	Labor Day
2.	MEA Thursday <u>Independence Day</u>	MEA Thursday <u>Independence Day</u>
3.	MEA Friday	MEA Friday
4.	Thanksgiving Day	Thanksgiving Day
5.	Day after Thanksgiving Day	Day after Thanksgiving Day
6.	Day after Christmas Day 12/26 <u>Christmas Day</u>	Christmas Day
7.	Day after New Year's Day 1/2 1/2 <u>New Years Day</u>	New Year's Day
8.	President's day <u>Day</u>	President's Day
9.	Good Friday	Good Friday
10.	Memorial Day	Memorial Day
11.	<u>Juneteenth</u>	<u>Juneteenth</u>

Section 2. Part-Time Employees. Bargaining unit employees employed less than 12 months, but at least 9 months shall be eligible for those paid holidays that occur during their work year. However, 12-month employees regularly working less than a 40-hour week shall earn prorated holiday pay based upon their average hours of employment.

Section 3. Designation of Holidays. Holidays shall be honored on those days as presented by the Association and approved by the School District. In the event a holiday needs to be rescheduled by the School District, another day in lieu thereof shall be scheduled by the School District.

**ARTICLE VIII
VACATIONS**

Section 1. Eligibility. This article shall apply to employees who are regularly employed on a 12-month basis and a 40-hour week. However, 12-month employees regularly working less than a 40-hour week shall earn prorated vacations based upon their average hours of employment.

Section 2. Earned Vacations.

Subd. 1. Eligible employees as defined in this article shall accrue vacation as follows:

<u>During the first four years of employment</u>	<u>2 weeks per year</u>
<u>Fifth through nine years of employment</u>	<u>3 weeks per year</u>
<u>After 9 years of employment</u>	<u>4 weeks per year</u>

~~During the first eight years of employment.....two weeks per annum
Ninth through 16 years of employment.....three weeks per annum
17 through 25 years of employment.....four weeks per annum
After 25 years of employment.....five weeks per annum~~

Subd. 2. Pay shall be based upon a 40-hour week or average weekly salary if the employee is employed less than 40 hours per week.

Subd. 3. Maximum of one-year accumulated vacation may be carried over into the next year.

~~**Subd. 4.** Any employee currently receiving 5 weeks of vacation per year as of June 30, 2024, are considered grandfathered in and will continue to accrue 5 weeks of vacation annually beginning on July 1.~~

Section 3. Vacation Scheduling.

Subd. 1. All vacation scheduling must be approved by the designated administrator.

Subd. 2. Vacation will usually be scheduled during the summer months when school is not in session. However, vacation requests will be considered during the school year to the extent that scheduling is consistent with the needs of the School District with the following considerations:

- A. Normally requests must be submitted at least two weeks in advance for approval by the designated administrator.
- B. Vacations will be limited by location in order to meet the needs of the School District.
- C. Normally vacations during the school year will not exceed one week, unless approved by Director of ~~Business Services Operations.~~

- D. More latitude will be given to vacation requests during non-student days.
- E. Normally vacations will not be approved resulting in overtime.
- F. All vacation scheduled is subject to the final discretion of the School District consistent with the needs of the operation.
- G. Normally vacation will not be approved the 2 weeks prior to school starting.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave

~~**Subd. 1, Sick Leave Accrual.** Each full-time employee (40 hours per week) shall earn 10.66 hours sick leave for each month of service. Part-time employees shall earn prorated hours of sick leave proportionate to the employee's work day.~~

~~**Subd. 1. Sick Leave/Earned Sick and Safe Time (ESST) Accrual.** Each full-time employee (40 hours per week) shall be granted a total of 16 days at the beginning of the fiscal year, July 1. 10 days of the 16 days will be designated as ESST, and the remaining 6 days will be designated as sick leave. Time taken and accrued will be tracked by the hour. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minn. Stat. § 181.9447. Employees who are newly employed will not be eligible to use ESST until they have performed work for at least 80 (eighty) hours and have accrued ESST as per school district payroll practices. At the end of the fiscal year, June 30, any accrued and unused ESST will be converted and added to the employee's sick leave bank, and thereafter treated as sick leave pursuant to the terms in the Master Agreement for sick leave. Part-time employees will earn a minimum of 80 hours of ESST and shall earn prorated hours of sick leave proportionate to the employee's assigned hours.~~

~~**Subd. 2. Maximum Accumulation.** Sick leave shall be allowed to accumulate to a maximum of 920 hours or 115 days for full-time employees. Part-time employees may accrue a maximum proportionate to the employee's work day.~~

~~**Subd. 3. Employee's Child.** Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's child's illness and/or disability which prevented attendance at school and performances of duties on that day or days. Pursuant to Minn. Stat. § 181.9413, an employee who performs services for at least 12 consecutive months preceding the request, and for an average number of hours per week equal to one-half the full-time equivalent position in the employee's job classification as defined by the School District's personnel policies or practices or pursuant to the provisions of this collective bargaining Agreement during those 12 months, may use sick leave for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.~~

~~**Subd. 4. Family Illness.** From accumulated sick leave, up to fifteen (15) days per fiscal year, with full salary, may be used because of illness in the immediate (spouse, child, parent and parent-in-laws) and/or extended family (stepparent, sibling, stepchild, grandparent, grandparent-in-law; brother/sister-in-law). Days shall be deducted from accumulated Sick Leave.~~

Subd. 5. Sick Leave Incentive. When Article IX. Section 1. Subd. 2 is reached those employees who do not utilize any more than twenty-four (24) sick leave or ESST hours in a fiscal year will be paid ~~a bonus~~ an incentive equivalent to thirty-two hours of pay at their regular rate. The payment will be made on the second pay period after the start of the following fiscal year. ~~If the six days or less of sick leave are taken because of death in the immediate family within the same fiscal year the employee will still qualify for the bonus payment.~~ If Article IX. 1. Subd. 2. is not reached and those employees who do not utilize any more than twenty-four (24) sick leave or ESST hours in one fiscal year will be paid an incentive ~~bonus~~ equivalent to twenty-four hours of pay at their regular rate. The payment will be made the same as above and the exclusion as indicated above applies to those who have not reached the maximum of one hundred-fifteen (115) days or (920) hours.

After 115 days are accrued, a maximum of 5 days (regular assigned hours) per year of unused sick leave above 115 days will be reimbursed at \$50 per day with the money being paid to the employee on July 15th. The hours for which payment (up to the 5-day maximum) is received will be considered used and shall not be recorded to the employees' credit.

Subd. 6 Bereavement Leave. Up to five (5) days per occurrence of bereavement leave, non-accumulative, shall be granted for death in the employee's immediate family extended family of the employee or employee's spouse. ~~For purposes of this section, immediate family is defined as the employee's spouse, parent, child, brother, sister, grand parent, brother in law, sister in law, mother in law, father in law, son in law, daughter in law or grandchild. The length of the leave is subject to review and approval by the Director of Business Services or designee.~~

Subd. 7. Physician's Certificate.

(a) Sick Leave: A certificate of illness by a physician may be required for absence in the discretion of the School District. If the School District requires such a certificate, the employee will be timely advised.

(b) ESST: When permissible by law, the School District may require an employee to furnish documentation indicating any absence in excess of three (3) consecutive days due to a qualifying event pursuant to Subd 1 of this section, in order to receive ESST pay. The employee will be advised when documentation is required.

Subd. 8. Limitation. Sick leave or ESST shall not apply to an employee injured when working for another employer or in self-employment during off hours.

Subd. 9. Worker's Compensation. ~~If injured while on school duty, sick leave or ESST will apply as provided above except that the amount of Worker's Compensation for loss of time paid to the employee will be subtracted from the sick leave or ESST paid by the school until said accumulated sick leave or ESST has expired.~~

~~If injured while on school duty, sick leave, or ESST may be used as provided above. If sick leave or ESST is used and workers' compensation pays for loss of time to the employee and the employee turns the check over to the School District, the School District will credit that valued amount of sick leave or ESST back to the employee.~~

Section 2. Personal Leave: An employee shall be granted two (2) personal leave days per year. These days will not be deducted from sick leave or ESST, are non-accumulative and may be used by the hour. Requests for personal leave use shall be made to the employee's supervisor at least 48 hours in advance. ~~Personal leave will not be approved for absence resulting in weather conditions and its effect on transportation.~~ An One unused personal day can be carried over into the new fiscal year to accumulate to three (3) eligible days.

Section 3. Child Care Leave: An employee may be eligible for childcare leave as described below:

Subd. 1. Use. A childcare leave may be granted by the School District, subject to the provisions of this section and in accordance with provisions of Federal guidelines under provisions of the Family Medical Leave Act, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. RequestRequest. An employee making application for childcare leave shall inform the Director of ~~Business Services Operations~~ in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. Pregnancy. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave or ESST pursuant to the ~~sick-Sick leave/Leave/Earned Sick and Safe Time~~ provisions of the agreement during the period of physical disability associated with the pregnancy as determined by the attending physician. However, an employee shall not be eligible for sick leave during the period of time covered by a childcare leave.

Subd. 4. Duration. In making a determination concerning the commencement and duration of a childcare leave, the School District shall not, in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration, including sick leave or ESST.
- b. Permit the employee to return to his/her employment prior to the date designated in the request for childcare leave.

Subd. 5. An employee returning from childcare leave shall be reemployed in a position for which the employee is licensed and qualified, unless previously discharged or placed on unrequested leave.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 7 Leave under this section shall be without pay.

Section 4. Jury Duty. Compensation received for jury duty resulting from an absence from work will be deducted from the employee's regular pay.

Section 5. General Leave.

Subd. 1. An employee may request a general leave of absence, without pay or benefits.

Subd. 2. The granting or denial of such a request shall be in the sole discretion of the School Board.

Section 6. Family and Medical Leave:

Subd. 1. Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

1. The birth and first year care of a child;
2. The adoption or foster placement of a child;
3. The serious health condition of an employee's spouse, child or parent, and
4. The employee's own serious health condition.

Subd. 2. Such leave shall be unpaid, except an eligible employee during such a leave shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to

exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Insurance Contribution. To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. Paid Leave Under Contract. While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2 hereof are unpaid; nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave, i.e., sick leave, **ESST**, or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5 Notice. The employee will provide at least thirty (30) days of written notice **through Frontline Central** of request for leave when the reason for the leave is foreseeable. The employee shall further make a reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

Section 7. Probationary Period. The parties agree that periods of time for which the employee is on unpaid leave shall not be counted in determining the completion of the probationary period.

Section 8. Experience Credit. An employee who returns from an unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes, and any unused leave time accumulated under the provisions of this agreement at the commencement of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Section 9. Insurance Application. An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 6, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 1, Sick Leave hereof, the School District will continue insurance contributions as provided herein until sick leave **and/or ESST** is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave **and/or ESST**.

ARTICLE X PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve

a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Section 5. Progressive Discipline. The School District recognizes the concept of progressive discipline consisting of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay or discharge. Normally the School District will utilize the levels of progressive discipline, in order. However, in the case of more serious infractions, the School District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

ARTICLE XI LAY OFF

Section 1. Procedure. In the event of reduction in force, employees shall be laid off pursuant to the provision of this Article.

Section 2. Seniority. For the purposes of this Article, all employees shall have seniority commensurate with their total continuous years of service in the School District in their classification. Part-time service will not be credited the same as full-time towards seniority. A part-time employee will be credited seniority on a prorated basis.

Section 3. Lay Off and Recall. The selection of employees for lay off shall be made in reverse seniority order within classification. An employee so affected may transfer into a lower classification providing he/she has seniority over any person being displaced and meets the qualifications for the position as determined by the School District.

Section 4. Recall List.

Subd. 1. A recall list shall be established by the personnel office. A notice of vacancy shall be mailed to eligible persons on the recall list to their last known address.

Subd. 2. Priority on the recall list shall be by length of continuous service in the School District at that classification.

Subd. 3. An employee will continue on a recall status for a period of one (1) year from the date of lay off. Any person on recall status, who applies for, is offered and refuses a position, for which he/she is qualified, will be removed from the recall list.

Section 5. Application.

Subd. 1. Part-time employees may not bump full-time employees within the same classification. An employee on lay-off who receives a recall notice pursuant to this article shall report for work within ten (10) working days, except as otherwise agreed by the employee and the School District. An employee who does not report for work as provided herein shall be removed from the recall list and shall forfeit any further claims to a position in the School District.

Subd. 2. Positions in other classifications will be open for application by anyone if someone on the recall list cannot fill them.

ARTICLE XII SEVERANCE

Section 1. Eligibility. All bargaining unit employees shall be eligible for severance pay after five consecutive years of service upon written resignation accepted by the School District. Written resignation must be submitted 14 days prior to last day to qualify.

Section 2. Amount of Severance Pay.

Subd. 1. Eligible employees will receive severance pay upon their termination according to the following schedule to the extent of their accrued and unused sick leave or ESST:

After five through ~~seven~~ nine years of service: two days of credit for each year of employment, not to exceed accrued and unused sick leave or ESST.

After ten through fifteen years of service: three days of credit for each year of employment, not to exceed accrued and unused sick leave or ESST.

After ~~eight~~ fifteen years of service: ~~three~~ four days of credit for each year of employment, not to exceed accrued and unused sick leave or ESST. The first ~~seven~~ fifteen years then retroactive to the ~~three~~ four days of credit per year.

Subd. 2. In any event, the total amount of severance pay may not exceed a maximum of 70 days or the amount of accrued and unused sick leave or ESST, whichever is lesser.

Section 3. Calculation. Severance pay for a credited day shall be based upon the employee's current hourly rate of pay at the time of separation, multiplied by the assigned hours worked in a day during the past year of employment.

Section 4. Exclusion. Employees terminated for cause pursuant to Article X will not be eligible to receive severance pay.

Section 5. Beneficiary. In the event an employee dies after separation from employment but prior to payment of severance pay, such amount shall be paid to the employee's beneficiary, if any, and lacking a designated beneficiary, to the employee's estate.

Section 6. Payment. All employees, who are eligible for severance pay under this article, shall have all such funds deposited in their health care savings plan accounts in accordance with plan documents as adopted by the School District. Payment of claims for health care expenses shall be subject to federal and state law and the plan documents as provided in the Trust Agreement and Health Care Savings Plan documents. Severance payments provided above shall not be made directly to any employee but rather shall be deposited by the School District into the employee's health care savings account.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

Subd. 1. Employee. A "grievance" shall mean an allegation in writing by an employee that the employee has been injured as a result of a dispute or specific disagreement between the employee and the Employer as to the interpretation or application of specific terms and conditions contained in this agreement.

Subd. 2. Group of Employees. A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. Such grievance must be in writing and signed by all grievants in the group.

Subd. 3. Union Grievance. The Union may file a grievance if a complaint involving more than ten employees arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. In order to pursue a group grievance, the Union must provide the names and signatures of the affected individuals no later than the third level of the grievance procedure. The Union group grievance may proceed only as to the employees identified in the appeal to arbitration. The Union may also file a grievance if the allegation involves a specific right of the Union as provided in this Agreement.

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretation:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

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

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

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

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

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

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

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

Section 8. Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 9. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days* after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days* after request for arbitration. The request shall ask that the panel be

submitted within ten (10) days* after the receipt of said request. Within ten (10) days* after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**ARTICLE XIV
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30th, 2020, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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

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

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

MARSHALL CUSTODIAL ASSOCIATION

INDEPENDENT SCHOOL DISTRICT
NO 413

President

Chair

Secretary

Clerk

Chief Association Negotiator

Chief School District Negotiator

Dated: _____

Dated: _____

SCHEDULE A 2022-2023-2024-2025

	Probationary	Novice	Class II	Class I	Class 11	Class 16
Maintenance	\$23.42-25.17	\$24.65- 26.70	\$26.35 28.40	\$27.86 29.91	\$27.91- 29.96	\$27.96- 30.01
Custodial Lead*	\$19.64-21.66	\$21.98- 24.03	\$24.25- 26.30	\$26.62- 28.67	\$26.67- 28.72	\$26.72 28.77
Groundskeeper	\$19.80-21.85	\$22.19 24.24	\$24.61- 26.66	\$26.86- 28.91	\$26.91- 28.96	\$26.96- 29.01
Day/Night Custodial	\$16.66-18.71	\$19.15- 21.20	\$21.76- 23.81	\$24.34- 26.39	\$24.39- 26.44	\$24.44- 26.49

CUSTODIAL SUBSTITUTES: ~~\$16.66-18.71~~

RETIREES FROM THE SCHOOL DISTRICT: Will be paid their rate upon retirement.

*High School Lead is \$.40 more per hour than other leads.

Special licensure pay, if it is germane to the employee's position:

Master Electrician or Plumber	\$.40
Journeyman Electrician or Plumber	\$.25
Applicator Licensure	\$.25

SCHEDULE B 2023-2024 2025-2026

	Probationary	Novice	Class II	Class I	Class 11	Class 16
Maintenance	\$23.77-26.07	\$25.30- 27.60	\$27.00- 29.30	\$28.51- 30.81	\$28.56- 30.86	\$28.61 30.91
Custodial Lead*	\$20.26-22.56	\$22.63- 24.93	\$24.90- 27.20	\$27.27- 29.57	\$27.32- 29.62	\$27.37 29.67
Groundskeeper	\$20.45-22.75	\$22.84 25.14	\$25.26- 27.56	\$27.51- 29.51	\$27.56- 29.86	\$27.61- 29.91
Day/Night Custodial	\$17.34-19.61	\$19.80- 22.10	\$22.41- 24.71	\$24.99 27.29	\$25.04- 27.34	\$25.09- 27.39

CUSTODIAL SUBSTITUTES: ~~\$17.34-19.61~~

RETIREES FROM THE SCHOOL DISTRICT: Will be paid their rate upon retirement.

*High School Lead is \$.40 more per hour than other leads

Special licensure pay, if it is germane to the employee's position:

Master Electrician or Plumber	\$.40
Journeyman Electrician or Plumber	\$.25
Applicator Licensure	\$.25