

INTERMEDIATE SCHOOL DISTRICT 917

**TERMS AND CONDITIONS OF EMPLOYMENT FOR
DISTRICT CUSTODIAL AND DELIVERY EMPLOYEES**

EFFECTIVE JULY 1, ~~2022~~2024, to JUNE 30, ~~2024~~2026

APPROVED BY THE SCHOOL BOARD

June ~~14~~11, ~~2022~~2024

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**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment cover the District Custodial and Delivery Employees (hereinafter "Employee"), who are not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who, at a 1.0 full-time equivalent (1.0 FTE) work 40 hours per week, 52 weeks per year less time off granted by this agreement for holidays, vacations, and approved leaves and are employed with Intermediate School District 917 (hereinafter "School District" or "District") as one of the following positions:

Lead Custodian I
Custodian II
Delivery
~~Part Time~~ Cleaner

**ARTICLE II
LEAVES**

Section 1. Sick Leave:

Subd. 1. Full-Time Employees: ~~All full-time employees as defined in Article I shall earn receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at the rate of twelve (12) days during each fiscal year of service (July – June) in the employ of the School District, or a maximum of one (1) day per month of employment. Each The employee shall be credited frontloaded with the twelve (12) ESSL days at the beginning of each year of employment, not subject to proration due to a leave of absence or early departure from the position but not more than one (1) per month for time worked. Employees working 190 to 220 workdays will earn six (6) days each year and employees working 221 to 259 workdays will earn 8 days per year. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.~~

Subd. 2. Part-Time Employees: ~~Part-time employees who work 0.85 FTE or greater shall receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above during each fiscal year but no less than 80 hours. The employee shall be frontloaded with ESSL days at the beginning of each fiscal year of employment, not subject to proration due to a leave of absence or early departure from the position.~~

Part-time employees who work at least 80 hours in a year up to 0.84 FTE shall accrue Earned Sick and Safe Leave (ESSL) monthly at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above but no less than one (1) hour of ESSL for

every 30 hours worked, with the ability to accumulate at least 48 hours of ESSL each year.

Subd. 3. Unused ESSL will rollover into a sick leave bank that may accumulate without limit. The employee can use accrued sick leave for personal illness, an absence due to an illness of or injury to a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, significant person or for "safety leave." For purposes of this provision, "child," includes stepchild and a biological, adopted, and foster child and "grandchild" includes a step-grandchild and a biological adopted and foster grandchild. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent.

~~Subd. 2: An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, 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 (Minn. Stat. § 181.9413).~~

Subd. 34: Unused sick leave days may accumulate without limit.

Section 2. Medical Leave

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

~~Maternity-Pregnancy Leave:~~ The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not be

counted toward the 1,250-hour benchmark.

- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:
 - i. The employee's own serious health condition, as defined by the FMLA.
 - ii. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.
 - iii. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.
- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

Subd. 4. Medical Verification: The employee shall be required to provide the School District with medical verification from a qualified healthcare provider for their own or the family member's serious health condition when requesting the leave of absence [in accordance with state statute](#).

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or his/her administrative designee in writing, at least one (1) week prior to his/her intention to return from leave.

- a) If the employee is returning from a personal medical leave of absence, the employee must also provide medical verification from a qualified healthcare provider of the employee's release from medical restrictions allowing them to return to full capacity at work.

The employee may provide medical verification from a qualified healthcare provider of the employee's work restrictions due to the employee's serious medical condition, and the School District will attempt to accommodate those restrictions if possible.

- b) Upon return from a medical leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent

position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 3. Parental Leave

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

Subd. 2. Notification and Request for Parental Leave: An employee shall give written notice to human resources, per procedure outlined on the School District's website, requesting a parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least two (2) weeks prior to his/her approved leave end date. For full school-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave in July of the next fiscal year by April 1 of the leave fiscal year.

Upon return from a parental leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 4. Failure of the employee to return from a parental leave pursuant to the agreed upon return date with the School District, may constitute job abandonment and be grounds for termination.

Subd. 5. The School District may adjust the proposed beginning or end date of a parental leave to coincide with a natural break in the school year.

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 4. Bereavement and Family Illness Leaves:

Subd. 1: An employee may be granted absence with pay due to the death of a spouse, child, adult child, stepchild, parent, brother, sister, parent-in-law, grandparent, or grandchild based on the following schedule:

- 190 to 220 workdays – three (3) days per occurrence
- 221 to 260 workdays – five (5) days per occurrence

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An employee may be granted absence with pay for the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, regular members of the immediate household, or significant person based on the following schedule:

- 190 to 220 workdays – one (1) day per occurrence
- 221 to 260 workdays – three (3) days per occurrence

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Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave or ESSL in accordance with state statute. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act.

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Subd. 2. Additional absence for severe illness or death may be granted at the sole discretion of the superintendent, whose decision is final and binding.

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Section 45. Civic Duty/Military Leave

Subd. 1. Jury Duty: An employee summoned to serve on a jury shall request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. If/when an employee is dismissed from jury duty, the employee must return to work. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: An employee subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. An employee subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 3. Military: Military leave shall be granted pursuant to State and Federal laws.

Section 56. General Unpaid Personal Leave

Subd. 1. An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the employee to the Superintendent. Any leave within this section must also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

A general leave may be granted by the School Board for extended personal illness, extended illness of the employee's immediate family member, additional educational requirements, or other reasons acceptable to the School Board.

Subd. 2. A general leave of absence pursuant to this section shall be leave without pay and the employee will not be permitted to use accrued leave to subsidize his/her general leave of absence.

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming fiscal year no later than April 1 of the leave fiscal year. For partial school year leaves, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

| Section 67. Insurance Implications

Subd. 1. Qualified FMLA Leaves: An employee on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

Subd. 2. Other Leaves: For leaves under this article that do not qualify per the FMLA, the employee shall pay the full insurance premium (School District and employee contributions) for any month in which the employee does not work at least one (1) day.

Subd. 3. Payment: The employee is responsible for paying the School District business office the monthly amounts due for any insurance programs the employee wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the employee may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall automatically discontinue upon termination of employment, except as otherwise provided by law.

| Section 78. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No

additional paid leave days, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional paid leave days or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 89. Failure to Return to Work from a Leave of Absence: Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the school district.

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Section 9. Death and Illness:

~~Subd. 1: An employee may be granted absence with pay due to the death of a spouse, child, step child, parent, brother, sister, parent in law, son in law or daughter in law, or grandchild based on the following schedule:~~

~~190 to 220 workdays—three (3) days per occurrence
221 to 260 workdays—five (5) days per occurrence~~

~~An employee may be granted absence with pay for the death of the employee's grandparent, brother in law, sister in law, or significant person of the immediate household based on the following schedule:~~

~~190 to 220 workdays—one (1) day per occurrence
221 to 260 workdays—three (3) days per occurrence~~

~~Absence due to the death of a family member shall not be deducted from sick leave.~~

~~Subd. 2: Upon approval of the superintendent or his/her designee, up to twenty (20) days sick leave per year will be granted for the illness or injury of the following: employee's spouse or parent or spouse's parent, or child over 18, or grandchild or sibling and/or grandparent and/or step parent. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, 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 (Minn. Stat. § 181.9413).~~

~~Subd. 3: Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent, whose decision is final and binding.~~

**ARTICLE III
VACATIONS AND HOLIDAYS**

Section 1. Earned Vacation:

Subd. 1: ~~An employee will be frontloaded with the number of vacation days outlined below. Years of employment is defined in Article IV, Section VI. While the vacation time will be frontloaded, should an employee end their employment with the district prior to the end of the contract year, they will be docked for overused vacation. Employees who start after July 1 shall have their vacation frontloaded at a prorated rate.~~ Eligible employees working full-time at twelve (12) months per year and forty (40) hours per week shall earn vacation as follows:

| | |
|-----------------------------|--------------------------------|
| In years 1 - 2 | 10 days per year |
| In years 3-1 - 4 | 15 days per year |
| In years 5 - 9 | 17-18 days per year |
| In years 10 - 14 | 19-21 days per year |
| In years 15+ | 22-24 days per year |

Employees working part-time, but at least 190 days per year at eight (8) hours per day, shall earn vacation as follows:

In year 1 and beyond _____ 2 days per year

Subd. 2: ~~Five (5) days of v~~Vacation may be taken after the first six (6) months of employment, ~~unless otherwise approved by the employee's supervisor through the district's absence management system.~~ ~~During the initial fiscal year of employment, employees working less than a full year shall accrue vacation on a prorata basis. In subsequent years, an employee will earn vacation at the rate above and it will be credited to the employee on a quarterly basis.~~

Subd. 3: Vacation may be used after it is credited. Vacation may be accrued to a maximum of forty (40) days. All requests for vacation must be approved in advance by the employee's supervisor.

Subd. 4. Vacation Pay-Out: An employee who is terminated or leaves the employment of the school district of his or her own volition will be paid regular salary for all vacation time accrued, provided the employee has given the employer two (2) weeks' written notice.

Subd. 5: ~~In the event that an employee uses credited vacation prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any vacation pay advanced beyond actual accrual in the event the employee leaves the service of the School District. Only full-time employees shall be eligible for vacations provided in this article. For purpose of this Article full-time shall mean an employee employed for twelve (12) months per year and forty (40) hours per week.~~

Section 2. Holidays: Eligible employees working full-time at twelve (12) months per year and forty (40) hours per week shall be granted the following ~~twelve (12)~~ paid holidays:

1. July 4
2. First (1st) Monday of September
3. Fourth (4th) Thursday in November

4. Day after the fourth (4th) Thursday in November
5. December 24
6. December 25
7. January 1
8. Third (3rd) Monday of January
9. Third (3rd) Monday of February
- ~~10. The Friday before the full moon following the northern Spring equinox~~
10. Last Monday of May
11. June 19
- ~~12.~~ 12. Floating holiday to be indicated in the attendance tracking system

Holidays that fall on weekends will be observed on a day established by the school district. Employees required to work on holidays shall receive pay at the double time rate for hours worked. Double time is the rate of pay equal to double the employee's standard rate. Since employee's are paid automatically at the employee's standard rate for each holiday, to receive double time, the employee must submit a timesheet for any hours worked on a holiday. The holiday hours worked will be paid once, but in addition to the automatic standard rate, thus giving the employee double pay.

**ARTICLE IV
403B MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must have completed three continuous years of service in the District and thus will be eligible for contribution in the employee's fourth continuous year of service in the District. Further, to be eligible for this contribution, an employee must be regularly employed at least 1110 hours during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

Section 2. Contribution: The School District will match eligible employee contributions up to a maximum as listed in the following schedule, according to year of service.

| <u>Year of Continuous Service in District</u> | <u>Contribution</u> |
|---|---------------------|
| 4-5 | \$1000 |
| 6-9 | \$1050 |
| 10 – 14 | \$1100 |
| 15 – 19 | \$1150 |
| 20+ | \$1250 |

Section 3. Authorization: A salary reduction authorization agreement must be completed by the eligible employee by October 1 and each year thereafter for the employee to participate in the 403B matching contribution plan.

Section 4. Unpaid Leaves: Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement: The School District’s contribution, in any event, shall not exceed the employee’s matching contribution within the limitations of this Article.

**ARTICLE V
INSURANCE BENEFITS**

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

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Section 42. Health and Hospitalization Insurance: Employees working 0.75 FTE or greater shall be eligible for insurance as outlined below.

~~Subd. 1. Individual Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$775 per month for individual coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$800 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.~~

~~Subd. 2. Family Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$1650 per month for family coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2023, the School District shall contribute a sum not to exceed \$1750 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$1850 per month.~~

Subd. 31. Individual High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee starting July 1, 2022, shall not exceed ~~\$775~~\$800. Effective January 1, ~~2024~~2025, the School District shall contribute a sum not to exceed \$800 per month. Effective

January 1, 2026, the School District shall contribute a sum not to exceed \$800 per month.

- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4. Family High Deductible ~~Medical~~ Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution beginning July 1, ~~2022~~2024, by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1650~~1850. Beginning January 1, ~~2023~~2025, the amount shall not exceed ~~\$1750~~1850. Beginning January 1, ~~2024~~2026, the amount shall not exceed \$1850.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to

the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.

Section 2. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$60 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Section 2. Group ~~Income Protection~~ Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

- a) Benefits begin after ninety (90) calendar days of total disability.
- b) The monthly income benefit shall be 66-2/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 3. Life Insurance: The School District will pay each month all of the life insurance premium for a \$50,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

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Section 4. Dental Insurance:

~~Subd. 1. Individual Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$60 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

~~Subd. 2. Family Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

~~Section 5. Eligibility: To be eligible for provisions of this Article, an employee must be regularly employed at least 1110 hours during the contract year and such benefits shall not apply to employees employed for a lesser time or substitute employees.~~

**ARTICLE VI
OTHER BENEFITS**

Section 1. Professional Development: The School Board agrees to reimburse tuition and fees and membership/association fees for courses and memberships which are approved in accordance with district policy.

Section 2. Mileage: Employees required to use their personal vehicle in the performance of employment responsibilities shall be reimbursed for such travel pursuant to School District policy.

Section 3. Uniforms: The school district shall provide an annual stipend of \$300 for purchase of uniforms and outdoor clothing. Employees shall be required to launder their uniforms.

**ARTICLE VII
MISCELLANEOUS**

Section 1. Probationary Period: Employees, under the provisions of this Agreement, shall serve a probationary period from the date of hire until a minimum of 12 months and will extend until the June 30th of the subsequent year during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Section 2. Call Back and Building Check: The minimum time paid for an authorized call back or building check shall be two (2) hours. Authorized call backs or building checks shall be those as authorized by the appropriate supervisor.

**ARTICLE VIII
SALARIES**

Section 1. Salary Increases for New Employees: A new employee or an employee transferring into this contract from a different contract shall be given a salary as agreed between the School District and the employee. An employee hired into this contract prior to January 1 shall be eligible for a salary increase effective the following July 1. An employee hired into this contract on or after January 1 shall not be eligible for a salary increase until the second following July 1 (Example: An employee hired prior to January 1, ~~2022~~2024, shall be eligible for a salary increase effective on July 1, ~~2022~~2024. An employee hired on or after January 1, ~~2022~~2024, shall not be eligible for a salary increase until July 1, ~~2023~~2025). These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Step Advancement:

Subd. 1. Placement for 2024-2025: Employees hired prior to January 1, 2024, will be placed on the 2024-2025 salary schedule (Addendum A) on a step one (1) less than their step placement for 2023-2024. This is due to two (2) steps being dropped between 2023-2024 and 2024-2025, which will in fact act as a one-step advancement on the salary schedule. For example, an employee who worked 2023-2024 on step eight (8) will be placed on step seven (7) on the 2024-2025 salary schedule.

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Subd. 2. Placement for 2025-2026: Employees hired prior to January 1, 2025, will advance one (1) step from their placement in 2024-2025 on the 2025-2026 salary schedule (Addendum B). For example, an employee who worked 2024-2025 on step seven (7) will be placed on step eight (8) on the 2025-2026 salary schedule.

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Subd. 3. Employees Transferring Positions/Moving Ranges: Step placement and advancement shall occur for employees fulfilling the same position from year-to-year as listed above in Section 1 and Section 2, Subdivisions 1 and 2. However, for an employee transferring to a role within this contract from Range 2 to Range 1 shall remain on the same step. For transfers from Range 2 to Range 1 in 2024-2025, the employee will be placed on the 2024-2025 salary schedule (Addendum A) on a step two (2) less than their step placement for 2023-2024 on. This is due to two (2) steps being dropped between 2023-2024 and 2024-2025, which will in fact act as placement on the same step of the salary schedule. For example, an employee who worked 2023-2024 on step ten (10) will be placed on step eight (8) on the 2024-2025 salary schedule. Those employees transferring from Range 1 to Range 2 shall follow the placement listed above in Section 1 and Section 2, Subdivisions 1 and 2.

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Section 23. Longevity: Employees shall receive a longevity salary increase beyond the salaries shown in Exhibit A of the agreement as follows; continuous years of employment refer to years in the District.

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment. Further, to be eligible for this longevity salary, an employee must be regularly employed at least 1110 hours during the fiscal year.

| Year of Employment | 2022-2023 | 20232024-20242026 |
|--------------------------------------|-------------------|-------------------|
| Years 10-14 of Continuous Employment | \$0.75 | \$1.00 |
| Years 15-19 of Continuous Employment | \$1.00 | \$1.25 |
| Years 20+ of Continuous Employment | \$1.25 | \$1.50 |

**ARTICLE IX
SEVERANCE/RETIREMENT**

Section 1. Retiree Health Coverage: Health coverage following the termination of employment shall be made available to the extent required under, and in accordance with, Minnesota Statutes Section 471.61, subd. 2b. The District makes no contribution towards the premium cost of such coverage.

Section 2. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date. Employees hired into the District after July 1, 2020 shall not be eligible for severance/retirement benefits listed within this Article.

Section 3. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days.

Section 4. Method of Pay-out:

- a) Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403b vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- b) The school district's annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount calculated in A exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- c) The school district contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.
- d) The school district will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor agrees to calculate the maximum deferral limit.

Section 5. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than ninety (90) calendar days prior to the proposed retirement date.

**ARTICLE X
ADDITIONAL WORK ASSIGNMENT**

Section 1. Definition of Additional Work Assignment: The Lead Custodian is assigned the additional duty to serve as coordinator of delivery services and maintenance and grounds for the district. In this capacity the Lead Custodian assists with coordinating vendors and soliciting service quotes for grounds care, snow removal, equipment maintenance and repair, facility maintenance and repair and remodeling of district owned buildings and leased spaces when appropriate.

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Section 2. District Lead Custodian Stipend:- The Lead Custodian I designated as the district lead shall be paid an annual stipend of ~~\$1000~~1500 for the additional work assignment responsibilities for the period of July 1, ~~2022~~2024, to June 30, ~~2023~~2025, and an annual stipend of ~~\$1,000~~1500 for the period July 1, ~~2023~~2025, to June 30, ~~2024~~2026. The payments will be made on the regular pay schedule of twenty-four (24) payments for each twelve-month period.

District Custodial and Delivery Contract Approved by the School Board:

_____ June 14, 202211, 2024
Chair Date

_____ June 14, 202211, 2024
Clerk Date

Exhibit A: Rates of Pay

Year 1: 2022-2023

| | Lane 1 | | Lane 2 | | Lane 3 |
|-------------|-----------------------|-------------|---------------------------|-------------|--------------------------|
| Step | Lead-Custodian | Step | Custodian/Delivery | Step | Part-Time Cleaner |
| 1 | \$25.88 | 1 | \$18.30 | 1 | \$14.50 |
| 2 | \$26.46 | 2 | \$18.64 | 2 | \$14.69 |
| 3 | \$27.03 | 3 | \$18.99 | 3 | \$14.85 |
| 4 | \$27.60 | 4 | \$19.32 | 4 | \$15.03 |
| 5 | \$28.18 | 5 | \$19.67 | 5 | \$15.21 |
| 6 | \$28.75 | 6 | \$20.01 | 6 | \$15.38 |
| 7 | \$29.33 | 7 | \$20.36 | 7 | \$15.55 |
| 8 | \$29.90 | 8 | \$20.71 | 8 | \$15.72 |
| 9 | \$30.47 | 9 | \$21.05 | 9 | \$15.90 |
| 10 | \$31.06 | 10 | \$21.41 | 10 | \$16.07 |
| 11 | \$31.64 | 11 | \$21.76 | 11 | \$16.25 |
| 12 | \$32.25 | 12 | \$22.12 | 12 | \$16.43 |
| 13 | \$32.85 | 13 | \$22.50 | 13 | \$16.62 |
| 14 | \$33.48 | 14 | \$22.88 | 14 | \$16.79 |

Year 2: 2023-2024

| | Lane 1 | | Lane 2 | | Lane 3 |
|-------------|-----------------------|-------------|---------------------------|-------------|--------------------------|
| Step | Lead-Custodian | Step | Custodian/Delivery | Step | Part-Time Cleaner |
| 1 | \$26.40 | 1 | \$18.67 | 1 | \$14.79 |
| 2 | \$26.98 | 2 | \$19.01 | 2 | \$14.98 |
| 3 | \$27.57 | 3 | \$19.37 | 3 | \$15.15 |
| 4 | \$28.16 | 4 | \$19.71 | 4 | \$15.33 |
| 5 | \$28.74 | 5 | \$20.07 | 5 | \$15.52 |
| 6 | \$29.33 | 6 | \$20.41 | 6 | \$15.68 |
| 7 | \$29.91 | 7 | \$20.77 | 7 | \$15.86 |
| 8 | \$30.50 | 8 | \$21.12 | 8 | \$16.04 |
| 9 | \$31.08 | 9 | \$21.47 | 9 | \$16.22 |
| 10 | \$31.68 | 10 | \$21.83 | 10 | \$16.39 |
| 11 | \$32.27 | 11 | \$22.20 | 11 | \$16.57 |
| 12 | \$32.89 | 12 | \$22.57 | 12 | \$16.76 |
| 13 | \$33.51 | 13 | \$22.95 | 13 | \$16.95 |
| 14 | \$34.15 | 14 | \$23.34 | 14 | \$17.13 |

Addendum A:
2024-2025 Salary Schedule

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| <u>Old/Previous Step in 2023-2024</u> | <u>New Step for 2024-2025</u> | <u>Range 1 Lead Custodian I</u> | <u>Range 2 Custodian II/ Delivery/ Cleaner</u> |
|---------------------------------------|-------------------------------|-------------------------------------|--|
| <u>1</u> | | <u>\$26.99</u> | <u>\$19.09</u> |
| <u>2</u> | | <u>\$27.59</u> | <u>\$19.44</u> |
| <u>3</u> | <u>1</u> | <u>\$28.19</u> | <u>\$19.81</u> |
| <u>4</u> | <u>2</u> | <u>\$28.79</u> | <u>\$20.15</u> |
| <u>5</u> | <u>3</u> | <u>\$29.39</u> | <u>\$20.52</u> |
| <u>6</u> | <u>4</u> | <u>\$29.99</u> | <u>\$20.87</u> |
| <u>7</u> | <u>5</u> | <u>\$30.58</u> | <u>\$21.24</u> |
| <u>8</u> | <u>6</u> | <u>\$31.19</u> | <u>\$21.60</u> |
| <u>9</u> | <u>7</u> | <u>\$31.78</u> | <u>\$21.95</u> |
| <u>10</u> | <u>8</u> | <u>\$32.39</u> | <u>\$22.32</u> |
| <u>11</u> | <u>9</u> | <u>\$33.00</u> | <u>\$22.70</u> |
| <u>12</u> | <u>10</u> | <u>\$33.63</u> | <u>\$23.08</u> |
| <u>13</u> | <u>11</u> | <u>\$34.26</u> | <u>\$23.47</u> |
| <u>14</u> | <u>12</u> | <u>\$34.92</u> | <u>\$23.87</u> |
| <u>NA</u> | <u>13</u> | <u>\$34.83</u> | <u>\$23.80</u> |

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Addendum B:
2025-2026 Salary Schedule

| | <u>Range 1</u> | <u>Range 2</u> |
|-------------------------------|-----------------------------|--|
| <u>Step for 2025-2026</u> | <u>Lead Custodian I</u> | <u>Custodian II/ Delivery/ Cleaner</u> |
| <u>1</u> | <u>\$28.82</u> | <u>\$20.25</u> |
| <u>2</u> | <u>\$29.44</u> | <u>\$20.61</u> |
| <u>3</u> | <u>\$30.05</u> | <u>\$20.98</u> |
| <u>4</u> | <u>\$30.66</u> | <u>\$21.34</u> |
| <u>5</u> | <u>\$31.27</u> | <u>\$21.72</u> |
| <u>6</u> | <u>\$31.89</u> | <u>\$22.08</u> |
| <u>7</u> | <u>\$32.49</u> | <u>\$22.45</u> |
| <u>8</u> | <u>\$33.12</u> | <u>\$22.82</u> |
| <u>9</u> | <u>\$33.74</u> | <u>\$23.21</u> |
| <u>10</u> | <u>\$34.39</u> | <u>\$23.60</u> |
| <u>11</u> | <u>\$35.03</u> | <u>\$23.99</u> |
| <u>12</u> | <u>\$35.70</u> | <u>\$24.40</u> |
| <u>13</u> | <u>\$35.61</u> | <u>\$24.34</u> |

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