



**St. Louis Park
Public Schools**

Achieving success, one student at a time!

**2023-2025
AGREEMENT**

Between

**INDEPENDENT SCHOOL DISTRICT NO. 283
St. Louis Park, Minnesota**

and

**SCHOOL SERVICE EMPLOYEES
SEIU LOCAL 284, CTW**

Custodial/Maintenance Personnel

Effective July 1, 2023 – June 30, 2025

Board Approved 12-12-2023

TABLE OF CONTENTS

ARTICLE 1- PURPOSE	1
ARTICLE 2 - DEFINITIONS	1
2.1. SCHOOL BOARD OR DISTRICT:	1
2.2. OTHER TERMS:	1
ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1
3.1. RECOGNITION:	1
3.2. APPROPRIATE UNIT:	1
ARTICLE 4 - SCHOOL DISTRICT RIGHTS	1
4.1. INHERENT MANAGERIAL RIGHTS:	1
4.2. MANAGEMENT RESPONSIBILITIES:	1
4.3. EFFECT OF LAWS, RULES AND REGULATIONS:	2
ARTICLE 5 - EMPLOYEE RIGHTS	2
5.1. RIGHT TO VIEWS:	2
5.2. RIGHT TO JOIN:	2
5.3. REQUEST FOR DUES DEDUCTION, AUTHORIZATION AND REMITTANCE:	2
5.4. DIRECT DEPOSIT:	2
5.5. PERSONNEL FILES:	2
5.6. EMPLOYEE INFORMATION:	2
5.7. UNION ORIENTATION:	3
5.8. UNION ACCESS:	3
ARTICLE 6 - THE WORK YEAR	3
6.1. EMPLOYEE DUTY DAYS:	3
6.2. SCHOOL CLOSINGS:	3
6.3. HOLIDAYS:	4
ARTICLE 7 - THE WORK DAY	4
7.1. WORK HOURS:	4
7.2. ADDITIONAL ACTIVITIES:	4
7.3. WORK WEEK:	4
ARTICLE 8 - BASIC COMPENSATION	5
8.1. RATES OF PAY 2023-24 AND 2024-25:	5
8.2. NEW EMPLOYEES:	5
8.3. METHOD OF PAYMENT:	5
8.4. DEDUCTION:	5
8.5. STEP PLACEMENT WITH A PROMOTION:	6
8.6. STEP PLACEMENT AS THE RESULT OF DEMOTION OR MOVE TO LOWER PAY GRADE:	6
ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENT	6
9.1. OVERTIME:	6
9.2. WORKING IN A HIGHER CLASSIFICATION:	6
9.3. JURY DUTY:	6

9.4. NIGHT PAY:	7
9.5. BUILDING CHECK PAY:.....	7
9.6. CLOTHING ALLOWANCE:	7
9.7. SMALL BUILDING WITHOUT NIGHT LEAD PERSON DIFFERENTIAL:	7
9.8. LICENSE PREMIUMS:	7
BOILER LICENSES:	7
ARTICLE 10 – VACATIONS	8
10.1. ELIGIBILITY:	8
10.2. EARNED VACATION:.....	8
ALL DAILY VACATION ACCRUAL CALCULATIONS ARE BASED ON 5 DAYS PER WEEK FOR 52 WEEKS OR 260 DAYS PER FULL YEAR.	8
10.3. APPLICATION:.....	9
10.4. OTHER VACATION RULES:	9
ARTICLE 11 - GROUP INSURANCE	10
11.1. SELECTION OF CARRIER:.....	10
11.2. EMPLOYER CONTRIBUTION:.....	10
11.3. DENTAL INSURANCE:.....	10
11.4. GROUP INCOME PROTECTION – LONG-TERM DISABILITY (LTD):	11
11.5. LIFE INSURANCE:	11
11.6. HEALTH CARE SAVINGS PLAN IN LIEU OF RETIREE HEALTH INSURANCE:.....	11
11.7. CLAIMS AGAINST THE DISTRICT:	11
11.8. DURATION OF INSURANCE CONTRIBUTIONS:	11
11.9. ELIGIBILITY:	12
ARTICLE 12 - LEAVES OF ABSENCE	12
12.1. SICK AND SAFE LEAVE ALLOWANCE:.....	12
12.2. SICK LEAVE:	12
12.3. EMERGENCY LEAVE:.....	14
12.4. BEREAVEMENT LEAVE:	14
12.5. GENERAL LEAVES OF ABSENCE:	14
12.6. CHILD CARE LEAVE:	15
ARTICLE 13 - DEFERRED COMPENSATION	16
13.1. DEFERRED COMPENSATION MATCHING PROGRAM:	16
ARTICLE 14 - VACANCIES AND TRANSFERS	16
14.1. POSTING OF VACANCIES:	16
14.2. APPLICATION FOR VACANCIES:	16
14.3. FILLING OF VACANCIES:	17
14.4. FREQUENCY OF MOVEMENT:.....	17
14.5. APPLICATION OF SENIORITY:.....	17
14.6. PROMOTION POSITIONS:	17
14.7. OUTSIDE APPLICANTS:.....	17
14.8. VOLUNTARY TRANSFERS:	17
14.9. ADMINISTRATIVE TRANSFERS:.....	17
ARTICLE 15 - LAY OFF.....	18
15.1. PROCEDURES:.....	18
15.2. SENIORITY:.....	18
15.3. LAY OFF AND RECALL:	18
15.4. LAY OFF APPLICATION:.....	18
15.5. TERMINATION OF SENIORITY:	18
15.6. TIES IN SENIORITY:.....	18

ARTICLE 16 - PROBATIONARY PERIOD	18
16.1. INITIAL PROBATIONARY PERIOD:	18
16.2. PROBATIONARY PERIOD - CHANGE OF CLASSIFICATION:	19
16.3. COMPLETION OF PROBATIONARY PERIOD:	19
16.4. LICENSE REQUIREMENTS	19
ARTICLE 17 - EMPLOYEE EVALUATION	20
17.1. EVALUATION:	20
17.2. PROCEDURE:	20
ARTICLE 18 – CORRECTIVE ACTION	21
18.1. CORRECTIVE ACTION:	21
18.2. GROUNDS FOR DISCIPLINARY ACTION:	21
18.3. OPPORTUNITY TO MEET:	21
18.4. SUBJECT TO ARBITRATION:	21
18.5. TIME OF SUSPENSION:	21
18.6. SUSPENSION WITH PAY:	21
18.7. APPLICATION OF SUSPENSION WITHOUT PAY:	22
ARTICLE 19 - GRIEVANCE PROCEDURE	22
19.1. PURPOSE AND PROCEDURE:	22
19.2. REPRESENTATIVE:	22
19.3. GRIEVANCE DEFINITION:	22
19.4. DEFINITIONS AND INTERPRETATIONS:	22
19.5. ADJUSTMENT OF GRIEVANCE, TIME LIMITATION AND WAIVER:	23
<i>Informal</i>	23
<i>Formal</i>	23
19.6. ARBITRATION:	23
19.7. ELECTION OF REMEDIES AND WAIVER:	24
ARTICLE 20 - MISCELLANEOUS	24
20.1. MILEAGE ALLOWANCE:	24
20.2. EXCESS LIABILITY COVERAGE:	24
20.3. PUBLICATION OF THE AGREEMENT:	24
20.4. HOLD HARMLESS CLAUSE	25
ARTICLE 21 - DURATION	25
21.1. TERM AND REOPENING NEGOTIATIONS:	25
21.2. EFFECT:	25
21.3. FINALITY:	25
21.4. SEVERABILITY:	25
SIGNATURES:	27
SALARY SCHEDULE A: 2023-24	28
SALARY SCHEDULE B: 2023-24	29
APPENDIX A: CUSTODIAL/MAINTENANCE POSITIONS	32
APPENDIX B: PROVISIONS THAT APPLY TO EMPLOYEES HIRED PRIOR TO SPECIFIED DATES:	33
RETIREE HEALTH INSURANCE (FORMERLY ARTICLE 11.6 FOR EMPLOYEES HIRED PRIOR TO 7-1-2005)	33
APPENDIX C: GRIEVANCE FORM	34
APPENDIX D: MINNESOTA EARNED SICK AND SAFE TIME EMPLOYEE NOTICE	35

ARTICLE 1- PURPOSE**1.1. Parties:**

This AGREEMENT is entered into between the St. Louis Park Public Schools, Independent School District No. 283, St. Louis Park, Minnesota hereinafter referred to as the School Board or the District, and School Service Employees, SEIU Local 284, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. of 1971 to provide the terms and conditions of employment for custodial/maintenance personnel during the duration of this Agreement.

ARTICLE 2 - DEFINITIONS**2.1. School Board or District:**

For purposes of this Agreement, the term District or School Board shall mean the School Board or its designated representative.

2.2. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A. of 1971.

ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**3.1. Recognition:**

In accordance with P.E.L.R.A. of 1971, the School Board recognizes School Service Employees, SEIU Local 284, as the exclusive representative of custodial/maintenance personnel employed by the School Board of Independent School District No. 283, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

3.2. Appropriate Unit:

The exclusive representative shall represent all custodial/maintenance personnel of Independent School District No. 283, St. Louis Park, Minnesota, who are employed for more than 14 hours per week and for more than 67 work days per year, including those on leave of absence who are guaranteed a position upon their return, excluding supervisory employees and confidential employees who devote more than 50% of their time to administrative or supervisory duties, and all other employees excluded by P.E.L.R.A. of 1971.

ARTICLE 4 - SCHOOL DISTRICT RIGHTS**4.1. Inherent Managerial Rights:**

The parties recognize that the School Board 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, selection, direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

4.2. Management Responsibilities:

The parties recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

4.3. Effect of Laws, Rules and Regulations:

The parties recognize that all employees covered by this Agreement shall perform the services prescribed by the District. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders from time to time as deemed necessary insofar as such reasonable rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the Minnesota Department of Education, and valid rules regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

ARTICLE 5 - EMPLOYEE RIGHTS**5.1. Right to Views:**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any custodial/maintenance employee or the employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

5.2. Right to Join:

Custodial/maintenance personnel shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

5.3. Request for Dues Deduction, Authorization and Remittance:

Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction. The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document.

The Union agrees that the District's only obligation is to deduct and remit the dues indicated by the Union to be deducted from each employee's pay. The Union agrees to hold the District harmless from any actions growing out of these deductions and assumes full responsibility for the disposition of funds so deducted once they have been remitted by the District.

5.4. Direct Deposit: The District shall allow direct deposit to a credit union or other eligible banking institutions that accept standard ACH deductions.

5.5. Personnel Files:

Pursuant to M.S. §122A.40, Subd. 19, all evaluations and files relating to each individual employee shall be available during regular school business hours to said employee upon reasonable notice. The employee shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein. The District may destroy such files as provided by law.

5.6. Employee Information:

Not later than September 15 of each school year, the District shall provide the Union with a bargaining unit list of employees with the following contact information: name, job title, worksite location (including location within a facility when appropriate), home address, work telephone number, home and personal cell phone numbers on file

with the District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for, and whether the position is a nine (9) month or twelve (12) month assignment. The District will provide this information to the Union in an Excel file or similar format agreed to by the Union. The District shall inform the Union and the Union Steward(s) of all new hires within the first fifteen (15) calendar days of hire and shall provide the Union with the employee information specified in this section.

Every 120 calendar days the District shall provide to the Union in an Excel file or similar format agreed to by the Union the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the District; date of hire; and work email address and personal email address on file with the District.

The District must notify an exclusive representative within fifteen (15) calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

5.7. Union Orientation:

The District shall permit a Union-designated representative to meet with each newly hired employee for not less than thirty (30) minutes within the first fourteen (14) calendar days of the new employee's first day of employment. This meeting shall occur during the newly hired employee's regularly scheduled hours of work and the employee shall be in pay status. This meeting is not to interfere with the new employee's normal work. The District shall provide new employees with the name and contact information for the Union steward. The District shall also give each new employee a Union orientation packet prepared by the Union.

5.8. Union Access:

Employees shall have the right to post notices of activities and matters of Union concern on bulletin boards designated for Union purposes, at least one of which shall be provided in each school building. Employees may use the district mail service and Custodial/Maintenance staff mailboxes and email for communications to Custodial/Maintenance staff. The District will allow the Union to meet with bargaining unit members in District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such use does not interfere with the District's business operations.

ARTICLE 6 - THE WORK YEAR

6.1. Employee Duty Days:

The employee shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority has determined to conduct school.

6.2. School Closings:

When an emergency closing has been declared by the District, all custodial/maintenance employees who reported for, and completed their assigned shifts, shall receive an additional day off as compensation. It is understood that this additional day of compensation shall not be deducted from the employee's vacation or sick days. This additional day off may be taken with permission of the Facilities Manager and preferably during the student summer months or non-instructional days for students.

- A. If all other 12-month employee groups are required to work, custodial/maintenance employees shall not receive an additional day off, unless similar compensation is provided to the other groups.
- B. Personnel unable to report for duty or working less than a full shift will be paid but must elect to have their non-work time charged against their sick leave accrual or vacation accrual. Employees having no leave or vacation days will not be paid for the hours not worked.

- C. Notwithstanding the preceding conditions, the Facilities Manager may schedule a nonpaid Saturday work opportunity for affected personnel within the same 40-hour work week, following which the participants' leave or vacation deduction would be restored. Employees normally scheduled for Saturday work could make alternate arrangements.

6.3. Holidays:

- A. Holidays shall include:

Independence Day	New Year's Day
Labor Day	Dr. Martin Luther King, Jr. Day
Thanksgiving Day	President's Day
The day after Thanksgiving	Spring Holiday (Friday of Spring Break)
Christmas Eve	Memorial Day
Christmas Day	Juneteeth (June 19 th)
New Year's Eve	

- B. School in Session: The District reserves the right, if school is in session, to cancel the above holidays and establish another holiday in lieu thereof. If school is in session on any of the designated holidays as provided in this Section and another day off is provided in lieu thereof, overtime shall not apply on the designated canceled holiday, and the employee shall be compensated at regular rates of pay. Any scheduled holiday, which falls within an employee's vacation period, shall not be counted as a vacation day.
- C. Eligibility: In order to be eligible for holiday pay, an employee must have worked the employee's regular workday before and after the holiday unless the employee is on paid leave or vacation under the provisions of this Agreement.
- D. Application: For purposes of this Article, it is understood and agreed by the parties that holiday pay shall be allowed only to those custodial/maintenance personnel who are employed at least four (4) or more hours per day.

ARTICLE 7 - THE WORK DAY**7.1. Work Hours:**

The specific work hours for each employee may vary according to the needs of the custodial/maintenance program of the District. The hours will be designated by the Facilities Manager. Split shifts may be assigned with the consent of the employee.

7.2. Additional Activities:

Custodial/Maintenance personnel are obligated to accept assignments beyond the regular work hours as required by the District. An effort will be made to obtain volunteers and such assignments will be equitably rotated insofar as it is practicable.

7.3. Work Week:

The normal work week for full-time custodial/maintenance employees shall be 40 hours per week, eight (8) hours per day. Second-shift employees other than the night lead in secondary buildings that have a Community Education center (currently this is Central Community Center) shall work Saturday and/or Sunday as required.

ARTICLE 8 - BASIC COMPENSATION**8.1. Rates of Pay 2023-24 and 2024-25:**

- A. The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the 2023-24 school year, and the wages and salaries reflected in Schedule B, attached hereto, shall be part of the Agreement for the 2024-25 school year, subject to the right of the School Board to withhold increases in the form of increments for just cause.
- B. Custodial/Maintenance personnel shall advance on the salary schedule one (1) step each year of the agreement subject to the right of the Board as defined in this Section to withhold step increases for just cause. For the purpose of this section the employee also must have been actively paid on the payroll at least (a) 1000 hours if the employee is a 12-month, 40-hour per week employee, or (b) 50% of the hours for that person's FTE, if the employee is a less than 12-month or less than 40 hour per week employee. This annual step increase will not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. An action withholding this annual step increase shall be subject to the grievance procedure.
- C. Effective July 1, 2023, if the employee holds the proper license for the position held as specified in the wage appendix of this contract, the employee will advance an additional step, up to two steps per year up to step 12, subject to the provisions in 8.1.A above. The withholding of the additional step increase in 8.1.C, shall not be grievable beyond Step 2 of the grievance procedure, if the District can show that the employee does not hold the proper license. For employees who obtain the proper license after July 1 of any year will receive the additional step starting at the next available pay period and this will not be retroactive.

Effective July,1 2024, if the employee holds the proper license for the position held as specified in the wage appendix of this contract, the employee will advance an additional step, up to two steps per year up to Step 9, subject to the provisions in 8.1.A above. For employees who obtain the proper license after July 1 of any year will receive the additional step starting at the next available pay period and this will not be retroactive. The withholding of the additional step increase in 8.1.C, shall not be grievable beyond Step 2 of the grievance procedure, if the District can show that the employee does not hold the proper license.

8.2. New Employees:

A new employee shall be eligible for step advancement on the following July 1, if employed prior to February 1. An employee hired after February 1 shall be eligible for any salary schedule increase in the current step rate on July 1, but shall not be eligible for step advancement until the following July 1, unless they obtain the proper license for that classification and would then be granted one step starting on the next available pay-period. This step will not be retroactive. Thereafter, such a new employee shall be subject to all provisions of this Article.

8.3. Method of Payment:

- A. Custodial/maintenance personnel regularly employed shall receive their salary in 24 equal payments; with paydays to be on the 15th and the last day of each month. The District may choose to move payroll to 26 payments and pay every other Friday. In the event the District plans to move pay dates, it will give the Union not less than six (6) months of notice and meet and confer on the plan for implementing the change.
- B. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.

8.4. Deduction:

In the event that a custodial/maintenance employee is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be one (1) hour's pay for each hour's absence. Deductions for absences of less than a full day shall be prorated accordingly. If an employee leaves employment and has used more days than credited for sick or vacation or has unpaid debts, such as, school lunch account, then the pay deduction will be made from the final check.

8.5. Step Placement with a Promotion:

Custodians who subsequently move to a promotional assignment within the unit will be placed at the step that produces at least a 5% promotional increase per pay class when moved to the new classification (movement from CLS 2 to CLS 3 = at least 5%, movement from CLS 3 to CLS 5 = at least 10%, etc.) but not to exceed the employee's current step number.

8.6. Step Placement as the result of Demotion or Move to Lower Pay Grade:

Custodians who subsequently move to a position in a lower pay grade (demote) within the unit will be placed at the closest step that produces not more than a 5% decrease per pay class when moved to the new classification (movement from CLS 3 to CLS 2 = up to 5%, movement from CLS 5 to CLS 3 = up to 10%, etc.) and this may exceed the employee's step number when they were in the higher classification before move to the lower classification.

ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENT**9.1. Overtime:**

Scheduled overtime work in excess of 40 hours worked on evenings, Saturdays or Sundays, shall be paid at the rate of time and one-half, except as otherwise designated in Article 6.3.B. and Article 7.3.

A. Guaranteed Minimum:

1. Overtime, as defined above, which runs contiguous to regular employment times, shall be paid at the rate of time and one-half only for the hours actually worked.
2. Overtime for regularly scheduled boiler checks shall be paid at the rate of time and one-half for up to one and one half hours (1.5 hours) for each elementary or secondary building check insofar as such building checks are authorized and required by the District.
3. Overtime on a call-back basis for unscheduled work on an emergency basis (not contiguous to regular employment), shall be paid at the rate of time and one-half as noted above with a guaranteed minimum of two hours, except that Sundays and holidays shall be at double time.

- B. Grounds Crew: Personnel assigned to the Grounds Crew shall also serve as replacements for absent building custodians only in the event of an emergency situation. In the event they are not notified of second and third shift assignments before reporting to work at 6:00 A.M. for their regular duties, they shall be paid at the rate of time and one-half for the time period from 6:00 A.M. to 8:00 A.M., with the subsequent eight hours at straight time.

9.2. Working in a Higher Classification:

In the temporary absence of a higher classified employee in this bargaining unit or a Building Operations Coordinator (BOC), the employee who holds the proper license and is assigned by the Facilities Manager or designee as the replacement for this absence shall be paid a \$1.00/hr premium per level of classification (e.g., *movement from CLS 2 to CLS 3 = \$1.00/hr movement from CLS 3 to CLS 5 = \$2.00/hr*) If the assignment to be covered is the Grounds Crew Lead or Night Lead at the High School, Middle School or Central the payment will begin as of the first day. Other positions covered will begin as of the third day of absence covered. If the assignment is known to be three or more days from the start, then the premium pay will start day one of the assignment.

9.3. Jury Duty:

An employee who serves on jury duty will be granted the day or days necessary, as stipulated by the court to discharge this responsibility, without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be kept by the employee. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

9.4. Night Pay:

Custodial employees in Class 1 or Class 2 assignments who are regularly employed between the hours of 6:00 P.M. and 12:00 midnight shall receive thirty-five (\$.35) per hour above the salary schedule rates for the months so employed. Effective July 1, 2024, the separate \$.35/hr differential will be discontinued and has been included in the 2024-25 salary schedule and Class 1 or Class 2 employees be paid at the scheduled rates of pay for their classification.

- A. Custodial employees who are regularly employed between the hours of 12:00 midnight and 6:00 A.M. shall receive fifty cents (\$.50) per hour above the salary schedule rates for the months so employed.
- B. Effective starting July 1, 2023, the Grounds Foreman and the Night Custodial Forman who are regularly assigned to a large building (Central, MS, HS) will receive an additional \$1.00/hr premium. Effective starting July 1, 2023, the Grounds Foreman and the Night Custodial Forman who are regularly assigned to a large building (Central, MS, HS) will be paid on the Class 6 of the Salary Schedule and no longer receive the additional \$1.00/hr differential.

9.5. Building Check Pay:

The District shall pay time and one-half for up to one and one half hours (1.5 hrs) for each elementary or secondary building check insofar as such building checks are authorized and required by the District (also see Overtime Article 9.1.A.2).

9.6. Clothing Allowance:

The District will reimburse custodial/maintenance personnel for the purchase of job-related clothing to a maximum of \$240.00 per year. Payments shall be processed on or about September 1st of each fiscal year. Employees may purchase their own work pants and be reimbursed as part of the annual max. The District will select a vendor for shirts, jackets or other SLP logo items. Items purchased through approved vendors or approved work pants will go against the \$240 annual limit. Uniforms shall be similar in color and style throughout the District. If a new employee leaves the district within the first 12 months, they must return their uniforms provided for that year or will be assessed the cost of the uniforms on their final check.

In addition to the Clothing Allowance, the District will reimburse custodial/maintenance personnel for the purchase of job-related safety shoes or work boots to a maximum of \$250.00 per year. Employees who are reimbursed for safety shoes or work boots through this program will need to routinely wear the safety shoes or boots as part of the regular job expectations.

The details around uniforms and safety shoes/boots or reimbursement will be addressed through Labor-Management meet and confer discussions.

9.7. Small Building Without Night Lead Person Differential:

In buildings where there is no Night Lead, one person will be designated by the Facilities Manager to receive a Small Building without Night Lead Differential of thirty-five cents (\$.35) per hour. Effective July 1, 2024, this differential will be converted to an annual stipend and paid over the 24 pay-periods.

A full-time Class 3 custodian who is designated by the Facilities Manager to receive the Small Building without Night Lead Differential will receive an annual stipend of \$744 (\$31.00/pp).

9.8. License Premiums:

Boiler Licenses: Effective July 1, 2022, in addition to the basic hourly pay rates in Schedule A and Schedule B, employees will receive the following additional payments for obtaining specified licenses (See expanded Salary Matrix with License Premiums):

- | | |
|--|-----------|
| • CLS 1 or higher with a Specialist Boiler License | \$.25/hr |
| • CLS 2 or higher with a Second Class Boiler License | \$.50/hr |
| • CLS 3 or higher with a First Class Boiler License | \$.75/hr |
| • CLS 4 or higher with a Chief's Boiler License | \$1.00/hr |

The boiler license premiums will not be stacked or cumulative. Employees will receive the premium pay for the highest level of valid boiler license held.

Pool Operator License: A Custodial Foreman or Grounds Foreman who holds a valid Pool Operator License and is regularly assigned to a location that has a pool that is being operated and maintained will receive a Pool Operator 1 License premium of fifty cents per hour (\$.50/hr). A Custodial Foreman or Grounds Foreman who holds a valid Pool Operator License and is regularly assigned to a location that does not have a pool will receive a Pool Operator 2 License premium of twenty-five cents per hour (\$.25/hr) and may occasionally be assigned to cover at a site with a pool as needed. An employee with a Second Class Boiler License, who also has the Pool Operator License will also receive the Pool Operator 2 premium if they are regularly scheduled to work Saturdays or Sundays.

Pool Operator License: Effective July 1, 2024, the Pool Operator License premiums will be converted to an annual stipend and paid over the 24 pay-periods.

A full-time Custodial Foreman or Grounds Foreman who holds a valid Pool Operator License and is regularly assigned to a location that has a pool that is being operated and maintained will receive a Pool Operator 1 annual stipend of \$1080 (\$45/pp). A full-time Custodial Foreman or Grounds Foreman who holds a valid Pool Operator License and is regularly assigned to a location that does not have a pool will receive a Pool Operator 2 annual stipend of \$540 (\$22.50/pp) and may occasionally be assigned to cover at a site with a pool as needed.

A full-time employee with a Second Class Boiler License, who is assigned to work Saturdays or Sundays, and who also has the Pool Operator License will also receive the Pool Operator 2 annual stipend of \$540 (\$22.50/pp).

ARTICLE 10 – VACATIONS

10.1. Eligibility:

This Article shall apply to employees who are regularly employed on a 12-month basis and 40-hour week on a regular assignment and shall not apply to 9 1/2 month or part-time employees.

10.2. Earned Vacation:

Full-time employees under these provisions shall accrue vacation as follows:

Effective July 1, 2023, the vacation accrual process will be as follows:

- 0 – 3 year completed = 15 days (or .057692 days of vacation per days paid)
- 4 – 9 years completed = 19 days (or .07307692 days of vacation per days paid)
- 10 – 15 years completed = 23 days (or .088462 days of vacation per days paid)
- 16 – 19 years completed = 25 days (or .096154 days of vacation per days paid)
- 20 plus years completed = 27 days (or .130846 days of vacation per days paid)

All daily vacation accrual calculations are based on 5 days per week for 52 weeks or 260 days per full year.

Note: employees hired prior to Oct 1, 2019, will continue to be eligible for a maximum of 30 day of vacation upon completion of 30 years of employment in the School District.

10.3. Application:

- A. Vacation is accrued in the contract/fiscal year from July 1 through June 30. Vacation days cannot be taken until the days have been approved in advance by the District Facilities Manager or designee. It is the employee's responsibility to request vacation time off by putting this request into the District's online time off system. Requests should be put in as soon as possible to allow for planning and coverage, but at least five (5) days before the day(s) off requested.
- B. An employee shall be entitled to receive the pro rata pay for unused vacation time provided such employee provides the District with at least two weeks advance written notice of the employee's resignation time, to the employee's supervisor or Human Resources, unless such termination is by reason of death or disability. There will be no vacation payout if the employee resigns within the first year of employment. If an employee resigns having used more vacation than they have accrued, the employee shall have the salary paid for any vacation days taken deducted from the employee's final check. The maximum payout under this section will be up to a maximum of 15 days of pay.

10.4. Other Vacation Rules:

- A. Employees may be allowed to split their vacation into less than full days at the discretion of the District Facilities Manager or designee.
- B. Employees will be allowed to take their vacation while school is in session, upon the approval of the District Facilities Manager or designee. Vacations requested with less than five (5) days notice in advance will typically not be approved, unless an Emergency precluded the ability to request the time off in advance. Vacation requests for the last week of school or the five (5) days before the start of a new school year will typically not be approved. All vacation requests are subject to ability to cover shifts and meet department needs. It is recommended that vacation request be put in as early as possible to provide time to cover and the best chance of being approved.
- C. An employee shall not forfeit vacation under the rules of this section if a vacation request consistent with this section is denied by the District.
- D. Unused vacation days accrued as of June 30 of each year will roll over to the next school year, up to a maximum of two times (2x) the employee's accrual rate in Article 10.2. The following July 1, when the new accrual is given, if the remaining days plus the new accrual amount exceeds 2x the accrual rate, then the excess days above 2x the accrual rate will be forfeited. Example, for employees who have an accrual rate of 20 days, they can never have more than 40 days in their vacation bank. If they have 25 days remaining, as of June 30th, when the new 20 days of vacation are given on July 1, the total balance would be 45 days and the five (5) excess days would be forfeited to bring the total back down to 40 days or 2x the accrual rate. This gives employees up to 24 months to use their vacation time. There will be no payment in lieu of vacation, except as otherwise provided in Section 10.3.B hereof.

ARTICLE 11 - GROUP INSURANCE**11.1. Selection of Carrier:**

The selection of the insurance carrier and policy shall be made by the District. Opportunity shall be afforded to the Union to meet and confer on such matters. The District shall contribute toward a portion of the premium for health insurance for the 2023-2025 Health Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees who are eligible under Section 11.9 of this article may enroll in any of the Employee, Employee+1, or Family coverage options. The employee shall pay the difference through payroll deduction between the District contribution listed below and the total cost of the health plan coverage selected.

11.2. Employer Contribution:

The District will contribute up to the following amounts to the coverage selected by eligible employees who are employed at least 6 (six) or more hours per day (.75 FTE). Employees who are regularly assigned at least four (4) hours but less than six (6) hours (.50 -.7499 FTE) will receive one half the contributions amount below:

A. District Health Insurance Program Non-Deductible/Standard Co-pay:

District Contributions Standard-Plan A per month	July 1, 2023	July 1, 2024	July 1, 2025*
Employee	\$600	\$610	\$625
Employee + 1	\$1,250	\$1,265	\$1,280
Family	\$1,650	\$1,665	\$1,700

B. District Health Insurance Program Deductible/VEBA:

District Contributions VEBA-Plan B per month	July 1, 2023	July 1, 2024	July 1, 2025*
Employee	\$668	\$685	\$700
Employee + 1	\$1,380	\$1,410	\$1,430
Family	\$1,820	\$1,840	\$1,860

*contribution amounts for 7-1-2025 will be subject to bargaining in the 2025-2027 bargaining cycle.

For eligible employees who select the \$1,000 Deductible Health Insurance Plan, the District will deposit \$1,000 annually into an employee-owned Health Reimbursement Account (HRA) during active employment. The District will deposit that amount by September 1 of each the plan year.

The eligibility and employer contributions for employees working at least four (4) hours (.50 FTE) but less than six (6) hours (.75 FTE) shall be 1/2 the amounts in this Section 11.2 including the VEBA contribution.

11.3. Dental Insurance:

The District shall contribute toward a portion of the premium for dental insurance for the 2023-2025 Dental Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive Dental plan coverage. Employees may enroll in either Employee or Family coverage options. The employee shall pay the difference between the District contribution and the total cost of the dental plan coverage selected. The District will contribute up to the following amounts to the coverage selected by eligible employees who are employed at least six (6) or more hours per day (.75 FTE). Employees who are regularly assigned at least four (4) hours but less than six (6) hours (.50 -.7499 FTE) will receive one half the contributions amount below:

District Dental Contributions per month	July 1, 2023	July 1, 2024
Employee	\$56.35	\$56.35
Family	\$90.00	\$90.00

In the event that a successor agreement has not been entered into by July 1, 2025, District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2024.

11.4. Group Income Protection – Long-Term Disability (LTD):

- A. The District will pay the premium for the LTD insurance in force on the effective day of this Agreement for all eligible custodial/maintenance employees who qualify for and are enrolled in the LTD plan.
- B. Subject to the provisions of the policy, the plan provides for a benefit payment of 2/3 (two-thirds) of basic income as provided in Schedule A and B hereof. The plan shall include a cost of living adjustment factor.

11.5. Life Insurance:

The District will provide a group term life insurance plan providing \$50,000 of life insurance for each eligible custodial/maintenance employee employed by the District who qualifies for and is enrolled in the life insurance plan.

11.6. Health Care Savings Plan in Lieu of Retiree Health Insurance:

- A. Employees hired after July 1, 2005, and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP). Upon completing five years of service, employees will be automatically enrolled in the plan before the first contribution is made by the District on their behalf. Employees hired prior to July 1, 2005 and eligible for health insurance coverage who previously elected to participate in this HCSP will continue with this program with the understanding that payments will not be retroactive prior to 2005 and that there is no re-election of the retiree health insurance program in Appendix B A11.6 in the future.
- B. Employees who have completed the required full years of service by June 30th of any year after 2005 and are eligible for health insurance coverage will receive the following annual contributions to the employee's HCSP account:
 - \$1,000 annually after five (5) completed years of employment
 - \$2,500 annually after ten (10) completed years of employment
 - \$5,000 annually after fifteen (15) completed years of employment
- C. The contributions listed above are for employees eligible for full-time health insurance contributions listed in Art 11.2 and employees working .5FTE to less than .75FTE will receive ½ the contribution amounts.
- D. The District is only responsible for the required contributions amounts. In the event of a District error in making the contributions, the District will correct the amounts contributed but is not responsible for any estimated gains or losses in the funds values. It is also the responsibility of the employee to track contributions amounts at least annually and notify the District promptly if the employee feels the amount contributed is incorrect, so that it can be corrected.
- E. The maximum total District contributions to any employee's HCSP account will be \$50,000.

11.7. Claims Against the District:

It is understood that the District's only obligation under this Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.

11.8. Duration of Insurance Contributions:

An employee is eligible for monthly District contributions as provided in this Article as long as the employee is employed by the District in a position covered by this agreement and is working enough hours to meet the eligibility requirements of Article 11.9. Upon termination of employment, leaving a position covered by the Custodial unit or if the hours of work drop below .5 FTE, all Board participation and contribution shall cease effective at the end of the month following the last working day in an eligible position.

11.9. Eligibility:

- A. For purposes of this Article it is understood and agreed by the parties that group insurance District contributions shall apply only to those custodial/maintenance employees who are employed at least 6 (six) or more hours per day.
- B. The eligibility and employer contributions for employees working at least four (4) hours but less than six (6) hours shall be as follows:
- The District contribution to the health insurance program shall be 1/2 the amounts in Section 11.2
 - Dental insurance as stated in Section 11.3.
 - Long Term Disability as stated in Section 11.4
 - Life insurance in 1/2 the coverage amount stated in 11.5.

ARTICLE 12 - LEAVES OF ABSENCE**12.1. Sick and Safe Leave Allowance:**

Sick and Safe Leave (hereinafter referred to as “Sick Leave”) will be available to all employees working at least 80 hours per year. Sick leave will accrue with hours on the payroll (. Regular active employees who are scheduled at least .5 FTE (four hours per day or more) will receive an advance of ten (10) days of leave each July 1st granted for the full school year July 1st to June 30th. Leave not used during any school year may accumulate without limit. Individuals who are employed after July 1 of the school year shall receive sick leave on a pro-rata basis. Individuals leaving employment prior to end of the school year shall have their leave allowance pro-rated accordingly, and used but not yet earned sick leave shall be deducted from the employee's final check. Effective January 1, 2024, employees working less than an average of four (4) hours per day will receive one (1) hour of sick leave for every 30 hours paid (.03333 earned sick and safe leave for every hour on the payroll in accordance with MN State Statute 181.032) These employees working less than an average of four (4) hours per day may earn up to 48 hours of sick leave per year and may carry over unused leave up to a maximum of eighty (80) hours in their sick leave bank in any one year.

12.2. Sick Leave:

- A. A custodial/maintenance employee may use one (1) day of accumulated leave for each day of personal illness. The employee may also use sick leave in hourly increments for time missed due to less than full day absences for scheduled doctor appointments with three (3) days advanced notice and approval of the supervisor.
- B. Sick leave pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance at work and performance of duties on that day or days or as otherwise allowed in this Section.
- C. The District may require a custodial/maintenance employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave.
- D. In the event that a medical certificate will be required, the employee will be so advised.
- E. It is the responsibility of the employee to enter requested sick leave into the District's online time off system as soon as possible, but typically before the start of the employee's scheduled shift start time. Falsifying time off requests or repeatedly not entering time off after receiving notice may result in corrective action.
- F. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of 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.

- G. An employee may use up to six (6) days (48 hours) for necessary absence because of illness in the Immediate Family from accumulated leave allowance in any one school year at no salary deduction. Immediate Family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandparent, grandchild and step parent.
- H. An employee may use up to six (6) days (48 hours) for necessary absence because of illness in the Close Family from accumulated leave allowance in any one school year at no salary deduction. The Close Family shall be interpreted to mean: son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the employee and who clearly stands in the same relationship with the employee.
- I. Use of sick leave with pay for reasons beyond what is defined in this Article 12.2 A-H will be available to the employee based on MN State Statute 181.9413, this includes absence required because of illness in the Immediate Family, or to receive or to provide assistance to the immediate family member in the event of domestic abuse, stalking or sexual assault, the custodial/maintenance employee, upon approval of the Director of Human Resources, may use up to twenty (20) of the days from accumulated leave allowance in any one school year at no salary deduction. Effective December 31, 2023, MN State Statute 181.9413 is repealed and replaced with MN State Statute 181.032 (Earned Sick and Safe Time-ESST). Effective January 1, 2024, use of Sick and Safe leave with pay, beyond relationships and uses defined in this Article 12.2 A-H, will be available to the employee based on definitions of uses described in MN State Statute 181.032 for eligible employees (see Appendix D in the back of this contract). The Earned Sick and Safe leave described under MN State Statute 181.032 is contained within this contract's more generous leave provision of ten (10) days within Article 12 and not in addition to it.
- J. After accumulated sick leave has been used, and under conditions of a chronic or continuous illness or disability as certified by a medical doctor, an additional number of days of sick leave may be granted by the Superintendent or designated representative.
- K. Worker's Compensation Leave: When a custodial/maintenance employee is injured on the job in the service of the District and collecting Workers Compensation insurance as well as drawing on sick leave and receiving full salary from the District, the employee's salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from the employee's accrued sick leave. Prior to collecting pay from Worker's Compensation for a compensable work injury, employees will use available sick leave. Based on Worker's Compensation rules, some or all this used sick leave will be credited back based on the length of time off according to Worker's Compensation rules. Consult with Human Resources on use of sick time for work related injuries.
- J. Long-term Disability Leave: At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits as long as the employee continues on long-term disability compensation.
- L. For purposes of this section it is understood and agreed by the parties that sick leave shall be allowed only to those custodial/maintenance personnel who are employed at least six (6) or more hours per day This provision will no longer be effective January 1, 2024 and sick and safe leave under ESSL would be available to employees working more than 80 hours per year in accordance with MN State Statute 181.032 (Earned Sick and Safe Leave-ESSL) Refer to eligibility in Article 12.1.

12.3. Emergency Leave:

- A. Effective July 1, 2022, in the case of religious holidays or extreme emergency, leave with pay under this section may be granted by the Director of Human Resources. An emergency day normally shall not be granted for the day preceding or the day following holidays or vacations and the first five (5) days and the last five (5) days of the school year.
- B. Requests for such leave must be made in the District's online time-off portal at least two (2) days in advance, except in cases of extreme emergency. If an emergency makes it impossible to submit a written request in advance, an oral request shall be submitted to the Facilities Manager and then confirmed in writing immediately upon the return of the employee. The request shall state the reason for the proposed leave. The Human Resource Director reserves the right to refuse to grant such leave.
- D. For purposes of this Section it is understood and agreed by the parties that emergency leave shall be allowed to those custodial/maintenance personnel who are employed at least four (4) or more hours per day.

12.4. Bereavement Leave:

Employees eligible for sick leave also may be granted up to five (5) days bereavement leave within a contract year for death in the immediate family or close family (as defined in Section 12.2). The amount of leave allowed under this provision is subject to the discretion of the Director of Human Resources and shall not be deducted from sick leave. Additional requests for Bereavement consistent with this section may be granted and days in excess of five Bereavement Leave (5) days would be deducted from available accumulated leave. Requests to be absent from work for other than immediate or close family (as defined in Section 12.2, may be granted based overall attendance and ability to cover the assignment. Any of these days granted would be deducted from available accumulated leave.

12.5. General Leaves of Absence:

- A. Custodial/maintenance employees with a minimum of three (3) years of experience in the District and employed at least six (6) or more hours per day may apply for an unpaid leave of absence subject to the provisions of this Section. The granting of such leave shall be at the discretion of the District.
- B. Such leave may be granted by the District for Peace Corps, Vista, extended illness of the employee, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the District.
- C. A custodial/maintenance employee on leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium, except as provided in Section 12.5.D, for such programs as the employee wishes to retain, commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the Business Office to pay to the District the monthly premium amounts in advance on such date as determined by the District.
- D. A custodial/maintenance employee on leave of absence due to extended illness or injury and who qualifies for LTD income protection payments shall be eligible for a continuing District premium contribution for the District Health Insurance Program for up to twenty-four (24) months from the commencement of the illness or injury.
- E. A custodial/maintenance employee on leave of absence under this Section shall retain such amount of sick leave days, experience credit and other accrued benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional sick leave, experience credit or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.
- F. For purposes of this Section it is understood and agreed by the parties that general leaves of absence shall be allowed only to those custodial/maintenance personnel who are employed at least four (4) or more hours per day.

12.6. Child Care Leave:

- A. The District shall grant upon request of the employee a child care leave, without pay, to one parent of a pre-school child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term child care shall include but not be limited to the period of time when an employee is pregnant.
- B. In event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize disability leave with pay during the period of disability. Thereafter, an employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.
- C. In the interest of planning for staffing, an employee seeking a child care leave shall notify the Human Resources office in writing, as soon as practicable, concerning the employee's plans relating to the period of absence for the child care leave, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.
- D. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent or her/his designee, taking into account the continuity of the custodial/maintenance program and the desires of the employee.
- E. In approving a child care leave of absence, the District shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to employment prior to the date designated in the approved child care leave.
- F. An employee returning from child care leave shall be reemployed in the same custodial/maintenance position and/or classification.
- G. A custodial/maintenance employee on child care leave is eligible to participate in those group insurance programs for which the employee was eligible prior to their child care leave. During the first twelve (12) weeks of child care leave the District shall continue to make its contribution toward the group insurance programs. After the twelve (12) week leave permitted by the Family and Medical Leave Act of 1993 it is the responsibility of the employee to make arrangements with the Business Office to pay the District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs: however, will terminate if the employee does not return to the District pursuant to this Section.
- H. Accrued Benefits: A custodial/maintenance employee on leave of absence under this Section shall retain such number of sick leave days, experience credit, and other accrued benefits, if any, at the time the employee went on leave for use upon the employee's return. No additional sick leave, experience credit or other benefits shall accrue for the period of time that a custodial/maintenance employee is on leave except as otherwise provided herein.
- I. A father or same sex partner following the birth of his/her child, may use up to 48 hours (six full-time days) of ESS leave as part of accumulated sick leave. The leave must commence within the first twelve (12) months after the birth.

ARTICLE 13 - DEFERRED COMPENSATION**13.1. Deferred Compensation Matching Program:**

Eligible employees include employees hired on or after July 1, 1999. All regularly scheduled employees working 20 hours or more per week in the St. Louis Park District will be eligible to participate in the deferred compensation matching program. The District will match the amount an employee contributes up to the amounts defined in Section 13.1.C. District contribution will be on a prorated basis for part years worked and FTE eligibility for health insurance. An employee working .75 FTE or more will receive the full contributions below. Employees working .5 FTE but less than .75 FTE will receive ½ the contribution amounts in 13.1.C.

- A. Eligible employees must elect to participate in the deferred compensation program. Participation will continue at the same level until the Payroll Department is notified in writing of any changes.
- B. The District will pay its matching share of FICA taxes as provided in Minnesota Deferred Compensation legislation.
- C. Effective July 1, 2019, the District will match eligible employee contributions annually in the following amounts:
 - \$500 maximum: New employees to 4 years of completed service in the District.
 - \$750 maximum: Employees who have completed 5-9 years of service in the District.
 - \$1,000 maximum: Employees who have completed 10-14 years of service in the District.
 - \$1,250 maximum: Employees who have completed 15-19 years of service in the District.
 - \$1,500 maximum: Employees who have completed 20 or more years of service in the District.
- C. The District is only responsible for the required contributions amounts. In the event of a District error in making the contributions, the District will correct the amounts contributed but is not responsible for any estimated gains or losses in the funds values. It is also the responsibility of the employee to track contributions amounts annually and notify the District promptly if the employee feels the amount contributed is incorrect, so that it can be corrected within the year the error was made.

ARTICLE 14 - VACANCIES AND TRANSFERS**14.1. Posting of Vacancies:**

All permanent vacancies in full-time positions will be posted for a 10-day period.

- A. A permanent vacancy is defined as one anticipated to last more than six months. A temporary vacancy is defined as one anticipated to last less than six months. A position may be filled temporarily pending completion of posting and application procedures.
- B. Posting of vacancies shall contain the normal work hours, building location, and job title.

14.2. Application for Vacancies:

All employees under this Agreement may submit application in writing on the Human Resource Department online application for any vacancy which is posted pursuant to this Article.

14.3. Filling of Vacancies:

Notice of the candidate selected to fill the vacancy shall be given within 15 working days after the closing of the posting and the successful candidate shall begin the new position within 60 calendar days. In order to make a lateral move to a small building without a night lead, an employee must hold a valid second class boiler's license prior to the first day of work in the small building.

14.4. Frequency of Movement:

Any employee successfully bidding on and subsequently serving in an opening of lateral movement or one with a lower classification, may not make another voluntary lateral or demotional move for the remainder of the school year in which the movement took place. Nothing in this section will prevent employees from applying for promotions at any time.

14.5. Application of Seniority:

In filling a vacancy in which one or more of the internal/employee applicants is in a lower classification than that being filled, all qualified applicants shall be considered and the selection shall be determined in accordance with Section 14.6 herein.

14.6. Promotion Positions:

For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay. In filling positions involving a promotion as defined in this Section 14.6, the position shall be filled by the District with the best-qualified candidate as determined by the District. In making its determination the District shall consider the employee's qualifications and aptitude for the position as well as the length of service with the District along with other relevant factors. The Union may ask for a review of the District's determination up to Level 2 of the Grievance Procedures.

In a promotional move, the employee shall obtain the boiler's license required for the position, when they are eligible to take the exam, for the specific boiler's license required for the new position.

14.7. Outside Applicants:

The District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications for the position.

14.8. Voluntary Transfers:

- A. Custodial/maintenance employees desiring a transfer to an assignment in the same classification or lower classification shall submit a written request to the District Facility Manager stating the specific assignment or nature of the assignment and the school or schools preferred. Such request shall be acknowledged in writing.
- B. Each transfer applicant shall be notified of the status of that application on or before June 1st of the school year in which the request is made.

14.9. Administrative Transfers:

The District reserves the right to transfer personnel as conditions may require. Seniority and posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the exclusive representative's agent prior to final disposition.

ARTICLE 15 - LAY OFF**15.1. Procedures:**

In the event of layoffs, custodial/maintenance personnel shall be laid off pursuant to the provisions of this Article.

15.2. Seniority:

For the purpose of this Article, all custodial/maintenance personnel shall have seniority commensurate with their total continuous years of service in each classification in this bargaining unit.

15.3. Lay Off and Recall:

The selection of employees for lay off shall be made in reverse seniority order within each job classification, except in cases of inability of the employee to perform the duties of the assignment or in cases of termination for cause. Employees will be recalled in seniority order.

In the event of staff reduction, the employee whose job has been eliminated shall have the right, if qualified, to replace the least senior employee within the same classification or a lower classification with less seniority. The employee so replaced shall then have the right to exercise his/her seniority and bump the least senior person in the same or lower classification and the process shall continue until all available positions are filled. A vacant position will always be considered "least senior" for the purpose of this Article. Article 15.2 shall apply to all such position changes, except that if the performance of an employee who exercised seniority rights is unsatisfactory, the position shall be declared open. The displaced employee shall then compete with all other personnel in subsequent postings. No employee may take the place of another more senior employee or obtain a greater number of hours as a result of bumping.

15.4. Lay Off Application:

An employee on lay off shall retain seniority and right to recall within classification in seniority order for a period of eighteen months after date of lay off.

15.5. Termination of Seniority:

Seniority rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after eighteen consecutive months of lay off.

15.6. Ties in Seniority:

In case of layoffs, in the event of a tie in seniority, the tie shall be broken by lot. This tie breaker shall apply only to lay off situations and shall not be applicable for any other purposes in this contract.

ARTICLE 16 - PROBATIONARY PERIOD**16.1. Initial Probationary Period:**

The first twelve (12) months of continuous service an employee is in a position covered by this agreement will be the initial probationary period. During this initial probationary period, the District shall have the unqualified right to discharge such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure in the event the District ends the employment during probation. A probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. The District may extend this initial probationary period beyond the first 12 months for the following reasons:

- A. **Class 2 positions:** The District may extend the initial probationary period for up to an additional twelve months, if a Class 2 employee does not possess a Special Class Boiler License. This extended probationary period will end upon the employee earning the Special Class License and the employee will become a regular employee. If the employee does not have a Special Boiler License at the conclusion of the extended probationary period, the District will either

1. Terminate employment,
2. Demote the employee to a Class 1 position.

B. **Class 3 or above:** The District may extend the probationary period for up to eighteen months for a Class 3 or above employee, if the employee does not possess a Second Class Boiler License at the conclusion of the initial 12-month probationary period or . This extended probationary period will end upon the employee earning the Second Class License and the employee will become a regular employee. If the employee does not have a Second Class License at the conclusion of the extended probationary period, the District will either:

1. Terminate employment,
2. Demote the employee to a Class II position (if the employee has a Special License) or to a Class I position (if the employee does not have a Special License).

16.2. Probationary Period - Change of Classification:

An employee who has completed the initial probationary period in 16.1 and who transferred or promoted to a different classification shall serve a new probationary period of ninety (90) calendar days in any such new classification, of which at least 45 days of the probationary period must be when school is in session. During this ninety (90) calendar day probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, or the employee does not have the correct license yet for the new assignment, the District shall have the right to reassign the employee to the employee's former classification or extend the probationary period as described in 16.4 License Requirements.

16.3. Completion of Probationary Period:

An employee who has completed the initial probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the initial probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure. An employee whose initial probationary period has been extended pursuant to Section 16.1.A or 16.1.B and is suspended without pay, discharged or otherwise disciplined without just cause shall have access to the grievance procedure. Failure to obtain the Special License pursuant to Section 16.1.A or Second Class License pursuant to 16.1.B constitutes just cause.

16.4 License Requirements

A. The following boiler license is required of each employee:

1. Class 1 – no license required;
2. Class 2 – Special License;
3. Class 3 and higher – Second Class.

B. A newly hired employee who does not possess the required license may have their initial probationary period extended pursuant to Section 16.1.

C. A current employee who transfers into or is promoted into a different classification must either possess the license required for the position or obtain the license in accordance with the following requirements:

Class 2 Positions: If promoted into a Class 2 position, the employee must obtain a Special Class License within twelve months of being promoted into the position. If the employee does not obtain a Special Class License within this twelve month period, the District will demote the employee to a Class I position.

Class 3 or above Positions: If promoted into a Class 3 or above position and the employee does not have a Special License, they must obtain a Special License within twelve months of being transferred or promoted into the position. If the employee does not obtain the Special License within this period, the District will demote the employee to a Class 1 position.

If the employee does obtain the Special License, then the employee must then obtain a Second Class License within eighteen months of obtaining the Special License. If the employee does not obtain the Second Class License within eighteen months, the District will demote the employee to a Class 2 position.

If an employee promoted into a Class 3 or above position possesses a Special License at the time of promotion, that employee must obtain a Second Class License within eighteen (18) months of being transferred or promoted into the position. If the employee does not obtain the Second Class License within this eighteen (18) month period, the District will demote the employee to a Class 2 position.

D. Demotions due to failure to obtain and / or maintain proper license constitutes just cause, except to the extent that an individual might be able to show disparate treatment or disparate application of the provisions of this section by the School District. Before an employee would be demoted, they will be given the opportunity to show that they do in fact possess the proper license.

ARTICLE 17 - EMPLOYEE EVALUATION

17.1. Evaluation:

All formal evaluations of employees shall be conducted openly and with full knowledge of the employee concerned by an administrator or supervisor of the District. It is understood that formal evaluation of employees shall not be performed by a member of the appropriate unit.

17.2. Procedure:

Formal evaluations of personnel shall be in writing or online system. Two (2) copies of the written evaluation shall be submitted to the employee at the time of personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the employee. When using an online evaluation process, the employee will be given access to the online evaluation and be able to review and sign online. In the event that the employee feels that the evaluation was incomplete or unjust, the employee may put those objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. In lieu thereof, the employee may file a grievance under the grievance procedure stating the evaluation was factually inaccurate. All evaluations shall be based-upon valid criteria.

ARTICLE 18 – CORRECTIVE ACTION**18.1. Corrective Action:**

The District recognizes the concept of progressive discipline. The purpose of the taking corrective action through progressive steps of discipline is to inform the employee of the correct way to perform the job and of any consequences for not making needed changes. The corrective action process consists of informal and formal steps consisting informal coaching conversations and of formal actions of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) termination. The employee shall be allowed representation at any stage of formal discipline. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay or termination.

Normally, District will utilize the levels of progressive discipline in order. However, in the case of more serious infractions, the District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. Normally, a written warning and time to correct, when appropriate, will precede a suspension without pay or termination.

18.2. Grounds for Disciplinary Action:

The imposition of an oral reprimand shall not be subject to the grievance procedure. An employee may challenge the contents of any written materials pursuant to the provisions of Article 5.5 herein. An employee shall receive a written reprimand, be suspended without pay or terminated only for just cause and such action shall be subject to the grievance procedure. This provision does not preclude or supersede the provision contained at Article 16.1 herein.

18.3. Opportunity to Meet:

Suspension without pay or termination of employment shall be imposed only by the Superintendent. If a suspension without pay is to be considered pursuant to Section 2 hereof, the employee shall be afforded an opportunity to meet with the Superintendent. The employee may elect to have representation in attendance at any such meeting. In the absence of the Superintendent, another District Office administrator may act as the Superintendent's designee for purposes of this section.

18.4. Subject to Arbitration:

Suspension without pay or termination of employment shall take effect only after written notification from the Superintendent to the employee and Union stating the grounds for suspension without pay. The Union shall have the right to invoke the grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering all circumstances surrounding the action.

18.5. Time of Suspension:

Suspension without pay shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.

18.6. Suspension with Pay:

The parties acknowledge that the District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the District would be subject to the just cause standard as provided for suspensions without pay. If used, the suspension with pay shall have the same weight in the progressive process as the same length suspension without pay.

18.7. Application of Suspension Without Pay:

Suspension without pay shall not apply to an employee who is removed from duty pending investigation of allegations, which period shall be covered by a paid Administrative Leave and which shall not be subject to the grievance procedure.

ARTICLE 19 - GRIEVANCE PROCEDURE**19.1. Purpose and Procedure:**

- A. Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for an employee and the employee's immediate supervisor to informally resolve grievances. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.
- B. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times as not to cause undue interruptions of established work schedules.

19.2. Representative:

The employee may be represented during any step of this procedure by any person or agent designated by such employee to act on the employee's behalf. The District may be represented during any step of this procedure by its designated representative.

19.3. Grievance Definition:

A "grievance" shall mean an allegation by an employee or a group of employees resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

19.4. Definitions and Interpretations:

- A. The term "employee", except where otherwise indicated, is considered to apply to all members of the appropriate unit.
- B. Grievant: An "aggrieved employee" or "grievant" is the employee or employees making the claim.
- C. Time Limits: The time limits provided in the grievance procedure shall be strictly observed but may be extended by written mutual agreement of the parties concerned. In the event a grievance is filed after May 1, of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the school year.
- D. Working Days: Reference to "days" regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays and holidays as defined by this Agreement.
- E. Computing Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from 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, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- F. Filing/Service of Process: 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 or time stamp on the District's email service to the Superintendent or appropriate District Administrator within the time period.

- G. **Grievance Form:** The grievance form which must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings or electronically available on the District's website. (See Appendix C – Grievance Form)

19.5. Adjustment of Grievance, Time Limitation and Waiver:

The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Informal

If an employee believes there has been a grievance, the employee shall discuss the matter with the responsible supervisor and/or the human resources director within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee acquired or should have acquired knowledge of the facts which give rise to the grievance. If the grievance is not resolved as a result of this meeting, the employee, with the Union's consent, may file a formal written grievance. Failure to grieve at the informal step within the time period set forth above shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

Formal

- A. **Level 1:** The formal written grievance, signed by the employee involved and approved by the Union must be presented to the responsible supervisor within fifteen (15) days after the responsible supervisor and/or Human Resources Director respond to the grievance at the informal step. An employee, with the Union's consent, may file a formal written grievance within fifteen (15) days after the informal grievance submission if no response has been received by that time. The responsible supervisor shall meet with the employee and the employee's Union representative within ten (10) days after receipt of the written grievance and give a written answer to the grievance within seven (7) days of the meeting. The Union has seven (7) days in which to either accept the answer or appeal it in writing to the next level.
- B. **Level 2:** If the grievance has not been resolved in Level 1, it may then be processed to Level 2 by the Union presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within fifteen (15) days after receipt of the written appeal to discuss the problem with the employee and the employee's Union representative. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. The Union has seven (7) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the Office of the Superintendent.
- C. **Denial of Grievance:** Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the Union may appeal it to the next level. This shall not negate the obligation of the District to respond in writing at each level of this procedure.
- D. **Step Waiver:** Provided both parties (the Union and the District) agree in writing, a step of this grievance procedure may be bypassed and the grievance taken directly to the Bureau of Mediation Services (BMS) Grievance Mediation or Arbitration. Grievance mediation is optional and voluntary. If mediation is pursued, the contractual timelines for processing a grievance shall be delayed during the period of mediation. Should the matter be unable to be resolved in mediation, the parties retain the right to move to the Arbitration procedure outlined in Section 19.6.

19.6. Arbitration:

- A. **Procedure:** In the event that the parties (the Union and the District) are unable to resolve a grievance it may be submitted by the Union to arbitration as defined herein.
- B. **Selection of Arbitrator:** Upon submission of a grievance to arbitration under the terms of this procedure, the Union may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and the Union shall determine who is to strike the first name

from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The Union and the District shall, within fifteen (15) days after getting the list from the BMS, meet to strike names or attempt to agree upon the selection of an arbitrator. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

- C. Hearing: The grievance shall be heard by a single arbitrator. The grievant may be represented by the Union. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- D. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject; however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. 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.
- E. 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 that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing 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. However, the party ordering a copy of the transcript shall pay for such copy.
- F. The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

19.7. 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 initiating a proceeding in another forum as outlined herein, the employee shall waive his/her 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 20 - MISCELLANEOUS

20.1. Mileage Allowance:

Mileage allowance shall be paid for authorized use of personal cars in connection with District business in an amount as determined by District policy. The mileage amount shall be in accordance with IRS guidelines.

20.2. Excess Liability Coverage:

The District shall provide liability insurance coverage for employees in excess of the liability coverage carried by the individual employee when their personal automobiles are used for District business.

20.3. Publication of the Agreement:

Copies of this Agreement shall be posted on the District website and made available to all members of the appropriate unit within thirty (30) working days after the Agreement is executed.

20.4. Hold Harmless Clause

The District agrees, subject to the provisions of this section, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify employees from any and all demands, claims, suits, actions and legal proceedings brought against them in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while the employee was acting within the scope of his/her employment and acting in good faith.

ARTICLE 21 - DURATION**21.1. Term and Reopening Negotiations:**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

21.2. Effect:

This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the custodial/maintenance personnel of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

21.3. Finality:

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless mutually agreed to by both parties.

21.4. 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 provision of this Agreement or the application of any provision thereof.

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SIGNATURES:

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

For

School Service Employees
SEIU Local 284, CTW
450 Southview Blvd.
So. St. Paul, MN 55075

For

St. Louis Park Public Schools
Independent School District No. 283
6300 Walker Street
St. Louis Park, MN 55416

Union Representative

Chair

Union Steward

Clerk

Asst. Union Steward

Superintendent

Bargaining Team Member

Human Resource Director

Bargaining Team Member

Bargaining Team Member

Dated: _____

Dated: _____

Address to which notices are to be sent:

School Service Employees
SEIU Local 284, CTW
450 Southview Blvd.
So St. Paul, MN 55075

Address to which notices are to be sent:

St. Louis Park Public Schools
Independent School District No. 283
6300 Walker Street
St. Louis Park, MN 55416

SALARY SCHEDULE A: 2023-24

INDEPENDENT SCHOOL DISTRICT NO. 283
CUSTODIAL and GROUNDS
(Effective July 1, 2023)

Step	CLS1	CLS2	CLS3	CLS4	CLS5	CLS6	CLS7
1	\$15.74	\$16.25	\$18.06	\$19.60	\$20.63	\$21.63	\$22.63
2	\$15.99	\$16.50	\$18.31	\$19.85	\$20.88	\$21.88	\$22.88
3	\$16.24	\$16.75	\$18.56	\$20.10	\$21.13	\$22.13	\$23.13
4	\$16.49	\$17.00	\$18.81	\$20.35	\$21.38	\$22.38	\$23.38
5	\$16.74	\$17.25	\$19.06	\$20.60	\$21.63	\$22.63	\$23.63
6	\$17.00	\$17.51	\$19.57	\$21.16	\$22.26	\$23.26	\$24.26
7	\$17.51	\$18.03	\$20.09	\$21.77	\$22.87	\$23.87	\$24.87
8	\$18.03	\$18.54	\$20.60	\$22.38	\$23.48	\$24.48	\$25.48
9	\$18.54	\$19.06	\$21.12	\$23.18	\$24.21	\$25.21	\$26.21
10	\$19.06	\$19.57	\$21.63	\$23.69	\$25.75	\$26.75	\$27.75
11	\$19.31	\$19.83	\$23.18	\$24.72	\$27.30	\$28.30	\$29.30
12	\$19.57	\$20.09	\$23.69	\$25.75	\$27.81	\$28.81	\$29.81
13	\$19.57	\$20.09	\$23.69	\$25.75	\$27.81	\$28.81	\$29.81
14	\$19.57	\$20.09	\$23.69	\$25.75	\$27.81	\$28.81	\$29.81
15	\$20.57	\$21.09	\$24.69	\$26.75	\$28.81	\$29.81	\$30.81
16	\$20.57	\$21.09	\$24.69	\$26.75	\$28.81	\$29.81	\$30.81
17	\$20.57	\$21.09	\$24.69	\$26.75	\$28.81	\$29.81	\$30.81
18	\$20.57	\$21.09	\$24.69	\$26.75	\$28.81	\$29.81	\$30.81
19	\$20.57	\$21.09	\$24.69	\$26.75	\$28.81	\$29.81	\$30.81
20	\$20.82	\$21.34	\$24.94	\$27.00	\$29.06	\$30.06	\$31.06
21	\$20.82	\$21.34	\$24.94	\$27.00	\$29.06	\$30.06	\$31.06
22	\$20.82	\$21.34	\$24.94	\$27.00	\$29.06	\$30.06	\$31.06
23	\$20.82	\$21.34	\$24.94	\$27.00	\$29.06	\$30.06	\$31.06
24	\$20.82	\$21.34	\$24.94	\$27.00	\$29.06	\$30.06	\$31.06
25	\$21.32	\$21.84	\$25.44	\$27.50	\$29.56	\$30.56	\$31.56

Employees in Class 2 or above positions requiring boiler licenses and who are fully licensed for the position assigned, may move two steps per year up to Step 12

Career Increments – built into the schedule above starting at Step 15

After 14 years of credited service @ Step 15: \$1.00 additional per hour

After 19 years of credited service @ Step 20: \$1.25 additional per hour

After 24 years of credited service @ Step 25: \$1.75 additional per hour

SALARY SCHEDULE B: 2024-25

INDEPENDENT SCHOOL DISTRICT NO. 283
CUSTODIAL and GROUNDS
(Effective July 1, 2024)

Class 1 Salary Schedule
Custodian 1

Class 2 Salary Schedule
Custodian 2

Step	CLS1	CLS1 SPEC	CLS1 2ND	Step	CLS2	CLS2 SPEC	CLS2 2ND
1	\$18.00	\$18.25	\$18.50	1	\$18.51	\$18.76	\$19.01
2	\$18.25	\$18.50	\$18.75	2	\$18.78	\$19.03	\$19.28
3	\$18.78	\$19.03	\$19.28	3	\$19.31	\$19.56	\$19.81
4	\$19.31	\$19.56	\$19.81	4	\$19.84	\$20.09	\$20.34
5	\$19.84	\$20.09	\$20.34	5	\$20.37	\$20.62	\$20.87
6	\$20.37	\$20.62	\$20.87	6	\$20.90	\$21.15	\$21.40
7	\$20.63	\$20.88	\$21.13	7	\$21.16	\$21.41	\$21.66
8	\$20.90	\$21.15	\$21.40	8	\$21.43	\$21.68	\$21.93
9	\$21.15	\$21.40	\$21.65	9	\$21.68	\$21.93	\$22.18
10	\$21.65	\$21.90	\$22.15	10	\$22.18	\$22.43	\$22.68
11	\$21.65	\$21.90	\$22.15	11	\$22.18	\$22.43	\$22.68
12	\$21.65	\$21.90	\$22.15	12	\$22.18	\$22.43	\$22.68
13	\$21.65	\$21.90	\$22.15	13	\$22.18	\$22.43	\$22.68
14	\$21.65	\$21.90	\$22.15	14	\$22.18	\$22.43	\$22.68
15	\$22.40	\$22.65	\$22.90	15	\$22.93	\$23.18	\$23.43
16	\$22.40	\$22.65	\$22.90	16	\$22.93	\$23.18	\$23.43
17	\$22.40	\$22.65	\$22.90	17	\$22.93	\$23.18	\$23.43
18	\$22.40	\$22.65	\$22.90	18	\$22.93	\$23.18	\$23.43
19	\$22.40	\$22.65	\$22.90	19	\$22.93	\$23.18	\$23.43
20	\$22.90	\$23.15	\$23.40	20	\$23.43	\$23.68	\$23.93
21	\$22.90	\$23.15	\$23.40	21	\$23.43	\$23.68	\$23.93
22	\$22.90	\$23.15	\$23.40	22	\$23.43	\$23.68	\$23.93
23	\$22.90	\$23.15	\$23.40	23	\$23.43	\$23.68	\$23.93
24	\$22.90	\$23.15	\$23.40	24	\$23.43	\$23.68	\$23.93
25	\$23.15	\$23.40	\$23.65	25	\$23.68	\$23.93	\$24.18

Class 3 Salary Schedule

Custodial Engineer 3

Class 4 Salary Schedule

Grounds Crewmember

Elementary Night Foreman

Step	CLS3	CLS3 SPEC	CLS3 2ND	CLS3 1ST	CLS3 CHIEF	Step	CLS4	CLS4 SPEC	CLS4 2ND	CLS4 1ST	CLS4 CHIEF
1	\$19.63	\$19.88	\$20.13	\$20.38	\$20.63	1	\$21.22	\$21.47	\$21.72	\$21.97	\$22.22
2	\$20.16	\$20.41	\$20.66	\$20.91	\$21.16	2	\$21.79	\$22.04	\$22.29	\$22.54	\$22.79
3	\$20.69	\$20.94	\$21.19	\$21.44	\$21.69	3	\$22.43	\$22.68	\$22.93	\$23.18	\$23.43
4	\$21.22	\$21.47	\$21.72	\$21.97	\$22.22	4	\$23.05	\$23.30	\$23.55	\$23.80	\$24.05
5	\$21.75	\$22.00	\$22.25	\$22.50	\$22.75	5	\$23.87	\$24.12	\$24.37	\$24.62	\$24.87
6	\$22.28	\$22.53	\$22.78	\$23.03	\$23.28	6	\$24.40	\$24.65	\$24.90	\$25.15	\$25.40
7	\$23.87	\$24.12	\$24.37	\$24.62	\$24.87	7	\$25.46	\$25.71	\$25.96	\$26.21	\$26.46
8	\$24.40	\$24.65	\$24.90	\$25.15	\$25.40	8	\$26.52	\$26.77	\$27.02	\$27.27	\$27.52
9	\$24.65	\$24.90	\$25.15	\$25.40	\$25.65	9	\$26.77	\$27.02	\$27.27	\$27.52	\$27.77
10	\$25.15	\$25.40	\$25.65	\$25.90	\$26.15	10	\$27.27	\$27.52	\$27.77	\$28.02	\$28.27
11	\$25.15	\$25.40	\$25.65	\$25.90	\$26.15	11	\$27.27	\$27.52	\$27.77	\$28.02	\$28.27
12	\$25.15	\$25.40	\$25.65	\$25.90	\$26.15	12	\$27.27	\$27.52	\$27.77	\$28.02	\$28.27
13	\$25.15	\$25.40	\$25.65	\$25.90	\$26.15	13	\$27.27	\$27.52	\$27.77	\$28.02	\$28.27
14	\$25.15	\$25.40	\$25.65	\$25.90	\$26.15	14	\$27.27	\$27.52	\$27.77	\$28.02	\$28.27
15	\$25.90	\$26.15	\$26.40	\$26.65	\$26.90	15	\$28.02	\$28.27	\$28.52	\$28.77	\$29.02
16	\$25.90	\$26.15	\$26.40	\$26.65	\$26.90	16	\$28.02	\$28.27	\$28.52	\$28.77	\$29.02
17	\$25.90	\$26.15	\$26.40	\$26.65	\$26.90	17	\$28.02	\$28.27	\$28.52	\$28.77	\$29.02
18	\$25.90	\$26.15	\$26.40	\$26.65	\$26.90	18	\$28.02	\$28.27	\$28.52	\$28.77	\$29.02
19	\$25.90	\$26.15	\$26.40	\$26.65	\$26.90	19	\$28.02	\$28.27	\$28.52	\$28.77	\$29.02
20	\$26.40	\$26.65	\$26.90	\$27.15	\$27.40	20	\$28.52	\$28.77	\$29.02	\$29.27	\$29.52
21	\$26.40	\$26.65	\$26.90	\$27.15	\$27.40	21	\$28.52	\$28.77	\$29.02	\$29.27	\$29.52
22	\$26.40	\$26.65	\$26.90	\$27.15	\$27.40	22	\$28.52	\$28.77	\$29.02	\$29.27	\$29.52
23	\$26.40	\$26.65	\$26.90	\$27.15	\$27.40	23	\$28.52	\$28.77	\$29.02	\$29.27	\$29.52
24	\$26.40	\$26.65	\$26.90	\$27.15	\$27.40	24	\$28.52	\$28.77	\$29.02	\$29.27	\$29.52
25	\$26.65	\$26.90	\$27.15	\$27.40	\$27.65	25	\$28.77	\$29.02	\$29.27	\$29.52	\$29.77

Class 5 Salary Schedule

Custodial Night Foreman (Small Buildings)

Class 6 Salary Schedule

Custodial Night Foreman (Large Buildings)

Grounds Foreman

Carpenter

Painter – Locksmith

Groundshop Mechanic

Step	CLS5	CLS5 SPEC	CLS5 2ND	CLS5 1ST	CLS5 CHIEF	Step	CLS6	CLS6 SPEC	CLS6 2ND	CLS6 1ST	CLS6 CHIEF
1	\$22.28	\$22.53	\$22.78	\$23.03	\$23.28	1	\$23.31	\$23.56	\$23.81	\$24.06	\$24.31
2	\$22.93	\$23.18	\$23.43	\$23.68	\$23.93	2	\$23.96	\$24.21	\$24.46	\$24.71	\$24.96
3	\$23.55	\$23.80	\$24.05	\$24.30	\$24.55	3	\$24.58	\$24.83	\$25.08	\$25.33	\$25.58
4	\$24.19	\$24.44	\$24.69	\$24.94	\$25.19	4	\$25.22	\$25.47	\$25.72	\$25.97	\$26.22
5	\$24.93	\$25.18	\$25.43	\$25.68	\$25.93	5	\$25.96	\$26.21	\$26.46	\$26.71	\$26.96
6	\$26.52	\$26.77	\$27.02	\$27.27	\$27.52	6	\$27.55	\$27.80	\$28.05	\$28.30	\$28.55
7	\$28.11	\$28.36	\$28.61	\$28.86	\$29.11	7	\$29.14	\$29.39	\$29.64	\$29.89	\$30.14
8	\$28.64	\$28.89	\$29.14	\$29.39	\$29.64	8	\$29.67	\$29.92	\$30.17	\$30.42	\$30.67
9	\$28.89	\$29.14	\$29.39	\$29.64	\$29.89	9	\$29.92	\$30.17	\$30.42	\$30.67	\$30.92
10	\$29.39	\$29.64	\$29.89	\$30.14	\$30.39	10	\$30.42	\$30.67	\$30.92	\$31.17	\$31.42
11	\$29.39	\$29.64	\$29.89	\$30.14	\$30.39	11	\$30.42	\$30.67	\$30.92	\$31.17	\$31.42
12	\$29.39	\$29.64	\$29.89	\$30.14	\$30.39	12	\$30.42	\$30.67	\$30.92	\$31.17	\$31.42
13	\$29.39	\$29.64	\$29.89	\$30.14	\$30.39	13	\$30.42	\$30.67	\$30.92	\$31.17	\$31.42
14	\$29.39	\$29.64	\$29.89	\$30.14	\$30.39	14	\$30.42	\$30.67	\$30.92	\$31.17	\$31.42
15	\$30.14	\$30.39	\$30.64	\$30.89	\$31.14	15	\$31.17	\$31.42	\$31.67	\$31.92	\$32.17
16	\$30.14	\$30.39	\$30.64	\$30.89	\$31.14	16	\$31.17	\$31.42	\$31.67	\$31.92	\$32.17
17	\$30.14	\$30.39	\$30.64	\$30.89	\$31.14	17	\$31.17	\$31.42	\$31.67	\$31.92	\$32.17
18	\$30.14	\$30.39	\$30.64	\$30.89	\$31.14	18	\$31.17	\$31.42	\$31.67	\$31.92	\$32.17
19	\$30.14	\$30.39	\$30.64	\$30.89	\$31.14	19	\$31.17	\$31.42	\$31.67	\$31.92	\$32.17
20	\$30.64	\$30.89	\$31.14	\$31.39	\$31.64	20	\$31.67	\$31.92	\$32.17	\$32.42	\$32.67
21	\$30.64	\$30.89	\$31.14	\$31.39	\$31.64	21	\$31.67	\$31.92	\$32.17	\$32.42	\$32.67
22	\$30.64	\$30.89	\$31.14	\$31.39	\$31.64	22	\$31.67	\$31.92	\$32.17	\$32.42	\$32.67
23	\$30.64	\$30.89	\$31.14	\$31.39	\$31.64	23	\$31.67	\$31.92	\$32.17	\$32.42	\$32.67
24	\$30.64	\$30.89	\$31.14	\$31.39	\$31.64	24	\$31.67	\$31.92	\$32.17	\$32.42	\$32.67
25	\$30.89	\$31.14	\$31.39	\$31.64	\$31.89	25	\$31.92	\$32.17	\$32.42	\$32.67	\$32.92

If used, CLS 7 rates are \$1.00/hr over the CLS 6 rates shown.

If used, CLS 8 rates are \$2.00/hr over the CLS 6 rates shown.

Employees in Class 2 or above positions requiring boiler licenses and who are fully licensed for the position assigned, may move two steps per year up to Step 9. Fully Licensed for Class 2 = a current Specialist Boiler License. Fully Licensed for Class 3 or above = a current Second Class Boilers License.

Career Increments – built into the schedule above starting at Step 10

After 9 years of credited service @Step 10: \$.50 additional per hour

After 14 years of credited service @Step 15: \$1.25 additional per hour

After 19 years of credited service @Step 20: \$1.75 additional per hour

After 24 years of credited service @Step 25: \$2.00 additional per hour

APPENDIX A: CUSTODIAL/MAINTENANCE POSITIONS

CLASS 1 (A11)

Custodian 1

CLASS 2 (A12)

Custodian 2

Food Delivery Driver

Mail Delivery Driver

CLASS 3 (B21)

Custodian-Engineer

CLASS 4 (B22)

Elementary Night Foreman

Grounds Crewmember

CLASS 5 (B23)

Custodial Foreman (Days)

Custodial Foreman (Large Building Nights) 2023-24

Grounds Foreman 2023-24

CLASS 6 (B24)

Custodial Foreman (Large Building Nights) Effective July 1, 2024

Grounds Foreman Effective July 1, 2024

CLASS 7 (B24)

Carpenter

Grounds Shop Mechanic

Painter, Painter/Locksmith

CLASS 8 (B31)

Mechanic/Welding Specialist

Electrical Repair Specialist

Mechanical Systems Specialist

Plumbing Repair Specialist

The “Head” positions in Class 7 will be used when there is no Building Operations Supervisor or other supervisory position and the “Head” reports directly to the Facilities Manager.

APPENDIX B: Provisions that apply to employees hired prior to specified dates:**Retiree Health Insurance (formerly Article 11.6 for employees hired prior to 7-1-2005)****A11.6. District Medical Insurance Contribution for Eligible Retirees (hired prior to July 1, 2005):**

- A. Eligibility: Full-time custodial/maintenance personnel who were hired prior to July 1, 2005, have not elected the Health Care Savings Plan option in Section 11.7, and have completed at least twenty (20) years of continuous service with the District who are at least (55) years of age shall be eligible for insurance contribution pursuant to the provisions of this section upon submission of a written resignation accepted by the School Board. Such benefits shall not be granted to any employee who is discharged for cause by the District.
 - B. An eligible employee retiring pursuant to this section shall be eligible for insurance benefits as provided in this section.
 - C. The employee shall be eligible to continue participation in the District group medical insurance program if permitted by the terms of the policy with the insurance carrier, until the date of the age of Medicare eligibility. Except as otherwise provided in Section 11.6.E, the employee shall pay the entire premium for such coverage.
 - D. Except as noted in Section 11.6.E., the District shall contribute the dollar amount provided in Section 11.2 of this Article, in effect at the time of the employee's retirement until the employee reaches the age of Medicare eligibility or the expiration of six (6) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the employee.
 - E. For full-time custodial/maintenance personnel who have completed at least thirty (30) years of continuous service with the District and who are at least fifty-five (55) years of age, the District shall contribute the dollar amount provided in Section 11.2 of this Article, in effect at the time of the employee's retirement until the employee reaches the age of Medicare eligibility or the expiration of eight (8) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the employee.
 - F. An employee who has reached the age of Medicare eligibility and has maintained continuous coverage under this section, and has a spouse who is not Medicare eligible shall be eligible to purchase the District health insurance program at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches the age of Medicare eligibility or upon the expiration of six years from the date the employee became eligible for Medicare; whichever occurs first.
 - G. It is the responsibility of the employee to make arrangements with the school Business Office to pay to the District such monthly premium amounts, payable by the employee, in advance and on such date as determined by the District.
-

APPENDIX C: GRIEVANCE FORM

CUSTODIAL AND GROUNDS EMPLOYEES

GRIEVANCE REPORT FORM

St. Louis Park Public Schools

Name: _____

Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____

Signature of Grievant

APPENDIX D: MINNESOTA EARNED SICK AND SAFE TIME EMPLOYEE NOTICE

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. As a regular employee working at least four hours per day or more, the earned sick leave plan in your employee agreement is more generous than required in [Minnesota Statutes § 181.9447, subdivision 9](#) and incorporates the definitions of time off under the statute. If you are a temporary employee or an employee who is scheduled to work less than four hours per day, then you will receive the earned sick and safe leave of one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year as specified in [Minnesota Statutes § 181.9447, subdivision 9](#). A year for purposes of the employee's earned sick and safe time accrual is: July 1st to June 30th each year.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

For regular full and part-time employees scheduled at least four hours per day or more, you should refer to your employee agreement about reporting sick time off. In general, you should report your time off using the district's online time off reporting system. If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, they should enter that time off request in the online time off system as far in advance as possible, but at least two days in advance. In situations where an employee cannot provide advance notice, the employee should, should report that absence as soon as possible and before the start of your shift if possible.

For temporary employees who typically work less than four hours per day or casual employees who do not work five days per week on a regular basis, if you need to request time off you should notify your supervisor to record the time off as far in advance as possible. If a temporary employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, they should notify their

supervisor as far in advance as possible, but at least two days in advance. In situations where a temporary employee cannot provide advance notice, the employee should, should report that absence to their supervisor as soon as possible and before the start of the shift that day, if possible.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or <https://www.dli.mn.gov/laborlaw> or visit the department's earned sick and safe time webpage at <https://dli.mn.gov/sick-leave>

This document contains important information about your employment. Check the box at the left and give it to Human Resources or your supervisor to receive the information in this language.

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwj. Khij lub npaov ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduugan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວ	ເອກະສານນີ້ມີຂໍ້ມູນທີ່ສຳຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງທີ່ຢູ່ເບື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສາລາວ.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta'an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደብዳቤ ስለሰራተኛው በሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ደብዳቤ በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ እንዲሰጥ ከፈለጉ በዛው በስተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ።
Karen/ကညီကျိာ်	လိာ်တိလိာ်မိတခါအံလံယာ်တုာ်ဂီၢ်အကါဒိၣ်လၢအတၢ်အံးဒီးန့ၣ်တုာ်မံးတုာ်မၤန့ၣ်လီၤ. တိၤန့ၣ်တုာ်အံးလၢအတၢ်တကၤလၢတုာ်ကဒီးန့ၣ်တုာ်ဂီၢ်လၢအတၢ်အံးဒီးန့ၣ်တုာ်မံးတုာ်မၤန့ၣ်လီၤ.
Arabic/العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.