



Jordan School District #717
Health & Safety Meeting Agenda

Monday, October 26, 2020 at 6:45 PM
Special Meeting
CERC Multi-purpose Room
500 Sunset Drive; Suite 3
Jordan, MN 55352

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Consideration of Agenda
5. Consent Agenda
 1. Resignation - ES Paraprofessional - Jacob Allen
 2. Resignation - 8th Grade Boys Basketball Coach - Kevin Way
 3. Resignation - MS Wrestling Coach - Zachary Zimmer
 4. FMLA Request - Ariane Jensen
 5. Local 284 Contract
6. Adjourn Special Meeting

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CONTRACT

between

Independent School District No. 717
Jordan, Minnesota

And

Service Employees International Union Local 284
Food Service
Custodians

July 1, 2020-June 30, 2022

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AGREEMENT

ARTICLE I PURPOSE

Section 1. Parties:

THIS AGREEMENT is entered into between Independent School District No. 717, Jordan, Minnesota, hereinafter referred to as the school district, and the Service Employees International Union 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 the PELRA, to provide the terms and conditions of employment for certain custodial and maintenance personnel.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

In accordance with the PELRA, the school district recognizes Service Employees International Union Local 284 as the exclusive representative for all food service and custodians employed by the school district which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit:

The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the PELRA and in certification by the Director of Mediation Services, in BMS Case No. 99-PCE-1475.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA

Section 2. Description of Appropriate Unit:

For purposes of this Agreement, food service and custodian personnel shall mean all persons in the appropriate unit employed by the school district in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees bargaining unit, employees whose positions are basically temporary or seasonal in character and (1) are not for more than 67 working days in any calendar year; or (2) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated,

either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment

Section 3. School District:

For purposes of administering this Agreement, the term "school district" shall mean the School Board or its designated representative.

Section 4. Exclusive Representative or Union:

The term "Exclusive Representative" or "Union" shall mean Service Employees International Union Local 284 or its designated representative(s).

Section 5. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Section 6. Substitute Pay:

Substitutes, summer employees, and temporary employees shall be paid at the rate of Step 1 of the salary schedule.

**ARTICLE IV
SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights:

The exclusive representative recognizes 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 and selection and direction and number of personnel.

Section 2. Management Responsibilities:

The exclusive representative recognizes the rights and obligations of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules, and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes 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 State Board 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 or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in the Agreement are reserved to the school district.

**ARTICLE V
EMPLOYEE RIGHTS**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join:

Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

Section 3. Dues Check Off

With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction.

The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

Section 4. Meet and Negotiate:

The Exclusive Representative shall have the right and obligation to meet and negotiate in good faith with the district regarding grievance procedures and the terms and conditions of employment, but this obligation does not compel the exclusive representative or the district to agree to a proposal or require the making of a concession.

Section 5. Union Access to Information

The District shall make available to the Union a bargaining unit list of employees including name, address, phone number(s), electronic mail address(s), work hours, work location, position, classification, wage schedule placement and date of employment.

ARTICLE VI RATES OF PAY

Section 1. Wage Schedule

Subd. 1. 20-21 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be effective only for the applicable school years. Placement on this schedule, for returning employees, will be a one-step advancement from the prior year placement until the final step is reached.

Subd. 2. 21-22 Rates of Pay: The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the applicable school years. Placement on this schedule, for returning employees, will be a one-step advancement from the prior year placement until the final step is reached.

Section 2. Shift Differential:

Employees working the evening shift will receive an hourly pay differential as shown on Salary Schedule . The District agrees to continue to pay the shift differential for the entire year.

Section 3. Boiler License:

A custodian holding the appropriate licensure will receive a salary differential as shown on Salary Schedule .

Section 4. Food Service Differentials:

Subd. 1. Site Lead and Assistant Site Lead shall receive an hourly pay differential as shown on Salary Schedule. Food service employees who obtain SNA Certification will receive a salary differential as shown on Salary Schedule.

Subd. 2. If a Site Lead is absent from work five (5) or more consecutive work days (or the Site Lead position is vacant for five (5) or more consecutive work days) the Nutrition Services Director will select and notify the District Office of the Assistant Site Lead replacing the Site Lead. This individual will receive the Site Lead differential, instead of the Assistant Site Lead differential, beginning with the first (1st) day.

Section 5. Clothing Reimbursement:

All employees are eligible to receive a uniform reimbursement of \$150 yearly to be used for shoes, boots/footwear, pants and uniform shirts required by the district, but not provided. Payment of this is subject to presentation of expense receipts to the District office. Within a fiscal year, reimbursement requests and corresponding receipts must be received between the dates of September 1st and May 31st. The District will provide a uniform to be worn by food service and custodial employees. In the event that an employee wishes to participate in "Casual Friday" and wear Jordan apparel and jeans on Friday, or the last day of the week, he or she understands that the District

is not responsible for any damage done to personal clothing due to work conditions. Employees must wear District issued ID badges at all times.

Section 6. Education Allowance:

It is mutually agreed that the educational money comes out of a \$2,500 pool. This allowance is for job related classes, licensure, or workshops. Payment will be paid upon presentation of expense receipts to the district's Finance Director. If attending a conference paid for by the district and licensure classes are offered at the conference, an employee will not be paid to attend the licensure class. If licensure classes are taken outside of a conference, the district will pay for the employee to attend the licensure classes.

Section 7. Service Bonus:

10 years after an employee's hire date, they will receive a one-time payment of \$200
15 years after an employee's hire date, they will receive a one-time payment of \$300
20 years after an employee's hire date, they will receive a one-time payment of \$400

At the time of ratification, any employee that has already reached 10, 15, or 20 years of service shall retroactively receive the bonus for their most recent 10, 15, or 20 year anniversary.

Section 8. Payment off schedule:

The employer shall have the right to hire experienced employees up to step 10 of the salary schedule.

Section 9. Eligibility.

Eligibility for benefits: To qualify for benefits employees must be employed for 20 hours weekly for 35 weeks yearly. Benefits will be prorated off of 2080 hours yearly, unless specifically stated otherwise in a particular benefit. All benefits that require carrier approval, must meet the carrier criteria.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the school district as provided by law.

Section 2. Claims Against the School District:

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Duration of Insurance Contribution:

An employee is eligible for school district contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district contributions shall cease.

Section 4. Eligibility:

Eligibility for insurance benefits will follow the eligibility criteria in Article VI, Section 12.

Section 5. Health, Hospitalization and Dental Insurance:

All benefiteligible employees will be offered a district insurance contribution, as listed below, to be applied directly toward premium of the approved and applicable health, hospital, and dental policies provided by the district. Employees who elect to take insurance through the district will pay the remaining portion of the premium through payroll deductions. This is not a prorated benefit.

2020-2021		2021-2022	
12 Month	\$5,600	12 Month	5,900
10 Month	\$4,650	10 Month	4,950

Section 6. Long Term Disability Insurance:

The district shall provide LTD insurance for each eligible employee as long as they are employed, by the district. The LTD plan will be the one used by the local Education MN, Jordan group.

Section 7. Term life Insurance:

The district shall provide term life insurance, using the same plan the district used with Education MN., Jordan. The amount of insurance shall be according to the following formula based off 2080 hours yearly:

76-100% of 2080 hours equals \$20,000 insurance.

50-74% of 2080 hours equals \$10,000 insurance.

25-49% of 2080 hours equals \$5,000 insurance.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 1. Sick Leave Benefits/Care of Relatives:

Subd. 1. Employees shall receive 12 days of sick leave yearly, prorated according to Sec. 9 of Art. VI.

Subd. 2. Unused sick leave days may accumulate to a maximum of 1000 hours, prorated, according to Sec. 9 of Art. VI.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability/injury of the employee's minor or adult child, spouse, sibling, parent, grandparent, or step-parent. Sick leave for these reasons may be taken for reasonable periods of time as the employee's attendance with their child or other family member may be necessary.

Subd. 4. Employees abusing sick leave benefits will be subject to progressive discipline. In order for progressive discipline to be initiated, the District must submit their concerns of such employees in writing to the Union Steward. After meeting with the Union Steward and/or its Exclusive Representative, and it has

been ascertained there to be validity to the District's claim of sick leave abuse, before progressive discipline may be initiated, the Union must agree in writing that the initiation of progressive discipline is warranted.

Subd. 5. Sick leave shall be deducted from the accrued sick leave hours earned by the employee. An employee, who has exhausted their sick leave days, will have any additional days missed deducted from their pay at their hourly rate. Days used for sick leave, above that eligible for, must be approved in advance by the superintendent. The decision of the superintendent to grant additional days is final.

Subd. 6. Wellness Payment: Employees using less than 4 days of combined sick leave, family illness leave, personal leave, unpaid leave, or any other leave taken at the employee's choice (with the exception of bereavement leave or vacation leave) may, at the end of the school year for school year employees and at the end of the fiscal year for 12 month employees, request to sell back those unused days at \$110 per day (pro-rated off of an 8 hour day). Days sold back will be deducted from the employee's accumulated sick leave as specified in Article VIII. The following formula will be used to calculate each employee's sell-back: (4 days) minus (number of days used) times (\$110/day or pro-ration of \$110/day) equals sell back amount.

Section 2. Personal Leave:

Subd. 1 Each employee shall be granted two days of paid personal leave yearly and one day of unpaid leave. Personal days may only be taken in half-day or full day increments. If employees working during the student day elect to use their leave in half-day increments, one must be in the A.M. and one in the P.M..

Subd. 2. Limitations:

No more than one employee in each classification may use a personal day on the same day. Personal days may not be taken on the first or last day of school. All personal days must be approved by the superintendent or his designee.

Subd. 3. Personal day requests must be made at least 3 days in advance, except in case of an emergency

Section 3. Family Illness Leave/Bereavement Leave:

Subd. 1. Five days per year, non-accumulative, shall be available to each employee for a combination of family illness leave and bereavement leave. Family illness leave may be used because of the serious illness of an employee's spouse, parent or adult child, or the illness of a minor child. Bereavement leave may be used because of the death of an employee's spouse, child, sibling, spouse's parent, parent, or others who may have a particularly close relationship to the employee.

Subd. 2. An employee shall provide as much prior notice of intent to use family illness leave or bereavement leave, as possible.

Subd. 3. Additional days of family illness leave or bereavement leave may be granted at the discretion of the superintendent. These additional days will be deducted from the employee's accumulated sick leave bank, or if the bank is exhausted, granted with no pay.

Section 4. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers Compensation Act by the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave time, which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick-leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Child Care Leave

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis during normal school hours.

Subd. 2. An employee making application for child care leave shall inform the School District in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by a pregnancy, an employee may utilize sick leave pursuant to the sick-leave provisions of the Contract during a period of physical disability. Said period of disability occasioned by pregnancy or delivery shall not exceed a period of six consecutive weeks. In the event of complications related thereto, the disability shall qualify for sick leave provisions under this Contract upon recommendation of a properly licensed medical doctor. The School District reserves the right to verify the disability designation by a doctor of its own choice and shall pay for the same. An employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

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

1. Grant any leave more than twelve (12) months in duration.

2. Permit the employee to return to his/her employment prior to the date designated in the request for childcare leave.

Subd. 5. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 6. The parties agree that periods of time for which the employee is on childcare leave shall not be counted in determining the completion of the probationary period.

Subd. 7. An employee who returns from child care leave within the provisions of the section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Contract at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes of leave time during the period of absence for childcare leave. An employee shall retain their seniority rights during the leave covered by this section.

Subd. 8. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. 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.

Subd. 9. Leave under this section shall be without pay or fringe benefits.

Subd. 10. The school district may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave are related to maintaining the continuity of the job.

Section 6. Adoption Leave:

The district shall grant an adoption leave to any employee who makes a written application for such leave. Adoption leave will apply to both married and unmarried employees.

Subd. 1. Upon learning of the date of placement, the employee shall submit a written application for adoption leave to the School District. Every effort shall be made to permit the employee to commence his or her leave effective on the date of placement, in all events, the employee shall be able to commence the leave five (5) working days after such a placement.

Subd. 2. Adoption leave shall be granted under the same terms and conditions specified in "Child Care Leave".

Section 7. General Leave:

Subd. 1. An employee in the School District 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 School District.

Subd. 2. The employee shall not accrue seniority or experience credit for the period of this leave.

Subd. 3. Applications for general leave shall be submitted in writing to the School District as soon as possible.

Section 8. Administration of Leaves.

When the school district has reason to believe that a pattern of conduct suggests that any leaves are being abused, investigation may be necessary for the benefit of all concerned. As part of such investigation, the district may prospectively require a doctor-signed certificate of any employee claiming sick leave. Local 284 shall be informed of any investigation and to possible abuse of leaves.

ARTICLE IX HOURS OF SERVICE

Section 1. Overtime:

Subd. 1. The overtime rate shall be paid when an employee works more than 40 hours per week. Holidays shall count as hours worked for this section. The overtime calculation shall be based on the employee's hourly rate. Overtime will be assigned on a rotating basis beginning with the most senior employee, to the employees in the applicable job classification. If no member of the appropriate unit wants to work, it may be offered to a non-unit employee.

Subd. 2. Overtime shall be at 1.5 times the employee's regular pay with the following exceptions:

- (1) All holidays except Christmas, New Year's and Thanksgiving shall be 2 times the employees regular time.
- (2) Christmas, New Year's, and Thanksgiving shall be 2.5 times.
- (3) Example: Day before Christmas: Employee makes \$100 daily. They would receive this \$100 plus another \$100 dollars equaling \$200 or 2 times their regular pay.
- (4) All overtime must be approved in advance by the maintenance supervisor or the superintendent.

Section 2. Emergency School Closing:

Maintenance employees will be expected to work on days school is closed, unless conditions are dangerous or impassable, or permission is granted otherwise by the superintendent. Cooks will be expected to work if directed by the superintendent. If employees lose a day of work due to a school closing, they will have the option of making the day up either that day, at a later date, or receiving no pay. If the day is made up the work will either be in their own area, if this is not possible, other work in the district will be assigned. If a full-time employee chooses to make their day up they must make it up the same week the closure occurred. Weeks will run Sunday – Saturday.

Section 3. Building Checks and Call Backs:

Subd. 1. Building checks will be done by 1 custodian on a rotating basis for all three buildings and they will receive a minimum of two hours payment.

Subd. 2. If an employee is called back for additional work they will receive a minimum of two hours payment. Call backs must be approved by the Superintendent, Facilities Director, Principals, Assistant Principal or Community Ed. Director.

**ARTICLE X
HOLIDAYS & VACATIONS**

Section 1. Holidays

Subd. 1. 12 month employees will have 11 paid holidays. Employees working less than 8 hours daily will receive holiday pay according to the number of hours worked daily:

New Year's Day	Thanksgiving Day
New Year's Eve	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
4th of July	Floating Holiday
Labor Day	

The Floating Holiday must have the prior approval of the supervisor.

Employees working less than a 5 day, 52 week work year but working a minimum of the student attendance year shall receive 6 paid holidays yearly:

Thanksgiving Day
Christmas Day
Christmas Eve
New Year's Day
New Year's Eve
Good Friday

Subd. 2. Should it be necessary for the school to hold school on any of the designated holidays, another day will be substituted by the district.

Section 2. Vacation:

Subd.1. Only employees working 5 days, 52 weeks yearly are eligible for vacation. Days will be pro-rated from 2080 hours.

Subd. 2. Only 10 vacation days every two years may be taken on student attendance or teacher workshop days.

Subd. 3. All vacation days must be approved in advance by the superintendent. The decision of the superintendent is final.

Subd. 4. Vacation earned in one fiscal year, must be used within 6 months of the year earned, or it will be forfeited.

Subd. 5. Vacation Schedule:

10 days beginning 1st year of employment
12 days beginning 8th year of employment

15 days beginning 11th year of employment
20 days beginning 15th year of employment

Vacation is based off 2080 hours, yearly. Any employee using their vacation during the year, but who terminates their employment prior to completion of the 2080 hours will have their used, but unearned vacation deducted from their final paycheck, pro-rated from 2080 hours.

ARTICLE XI DEFERRED COMPENSATION & SEVERANCE

Section 1. Deferred Compensation:

Subd. 1. Matched deferred compensation is available to all employees in this bargaining unit beginning their sixth (6th) year of employment in the District. The parties agree that matching deferred compensation for employees working less than 2,080 hours will be pro-rated off 2,080 hours beginning in 2010-2012.

Subd. 2. Employees must use the deferred compensation election during the election period or lose it. The District shall pay its share of FICA taxes on the matching amount. The District shall match employee contributions as follows:

0-5 years of service in District 717	No Match
6-10 years of service in District 717	\$ 750
11-20 years of service in District 717	\$ 1,000
21 or more years of service in District 717	\$ 1,250
Maximum District Contribution	\$ 18,000

Subd. 3. All deferred compensation costs to the district during the period of this contract shall be costed in to the settlement package in the subsequent contract between the parties.

Section 2. Severance

Effective July 1, 2005, newly hired employees having ten years of service with the district and current employees as listed on Attachment A having five years of service with this district will receive a severance payment in the amount of \$2.25 times the number of accumulated sick leave hours upon resignation or retirement.

ARTICLE XII SENIORITY/LAYOFF/RECALL

Section. 1. Seniority:

The district will recognize seniority rights as to order of layoff and recall.

Section 2. Layoff:

An employee whose position is being abolished may displace the employee with the least continuous service within the same classification. The employee must have the necessary skills and abilities to meet the conditions of employment for the new position, as determined by the district.

Section 3. Recall:

Employees on layoff shall retain their recall for a period of one year. Call back by classification will be based on seniority. A laid off employee will have ten working days after being recalled to work to elect to do so. Failing to do so within the ten days will forfeit their rights of recall.

**ARTICLE XIII
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

Section 1. Probationary Period:

An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. The district may extend the probationary period up to an additional six (6) months with notification to the Union.

Section 2. Probationary Period; Change of Classification:

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification. The employee has the same right to request return to the previous classification.

Section 3. Completion of Probationary Period:

An employee who has completed the probationary period may be disciplined or discharged only for cause. An employee, who has completed the probationary period and is disciplined or discharged, shall have access to the grievance procedure. The termination of an employee will normally follow the progressive discipline steps of:

1. Formal verbal warning
2. Written warning
3. Suspension without pay
4. Termination

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative:

The employee, administrator or school board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretation:

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

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

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

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

Section 4. Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

Section 5. Adjustments of Grievance:

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten days (10) after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days (5) after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen days (15) after receipt of the appeal. Within ten days (10) after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board five (5) days after

receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The school board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of a Grievance:

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

Section 8. Arbitration Procedures:

In the event that the employee and the School Board are unable to resolve a grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection Of Arbitration: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PELRA within the time periods provided herein shall constitute a waiver of the grievance.

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

oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly presented before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

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

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

Section 9. 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 instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**ARTICLE XV
DURATION**

Section 1. Term and Reopening Negotiations:

Subd. 1. This Agreement shall remain in full force and effect for a period commencing on July 1, 2020 through June 30, 2022, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one-hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Subd. 2. In the event a successor contract is not entered into prior to July 1, 2022, employees shall be compensated according to the last individual contract executed between the employee and the district, until such time as a successor contract is executed. Upon completion of the successor contract, employees will receive retro pay and/or benefits per the successor contract language.

Section 2. Effect:

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

Section 3. Finality:

Unless otherwise agreed, any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability:

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

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

For
School Service Employees Local 284
450 Southview Blvd
South St. Paul, MN 55075

For
Independent School District No. 717
500 Sunset Drive Suite #1
Jordan, MN 55352

Local 284 Representative

Chairperson

Union Steward

Clerk

Dated this ____ day of _____, 2020

Dated this ____ day of _____, 2020

2020-2021 Salary Schedule A:

	Custodial	Food Service
1	16.78	15.74
2	17.04	16.01
3	17.30	16.26
4	17.56	16.52
5	17.82	16.78
6	18.08	17.04
7	18.34	17.30
8	18.60	17.56
9	18.85	17.82
10	19.12	18.08
11	19.37	18.34
12	19.64	18.60
13	19.89	18.85
14	20.16	19.12
15	20.41	19.37
16	20.68	19.64
17	20.93	19.89
18	21.19	20.15
19	21.45	20.41
20	21.71	20.68

2021-2022 Salary Schedule B:

	Custodial	Food Service
1	17.07	16.02
2	17.34	16.29
3	17.60	16.54
4	17.87	16.81
5	18.13	17.07
6	18.40	17.34
7	18.66	17.60
8	18.93	17.87
9	19.18	18.13
10	19.45	18.40
11	19.71	18.66
12	19.98	18.93
13	20.24	19.18
14	20.51	19.45
15	20.77	19.71
16	21.04	19.98
17	21.30	20.24
18	21.57	20.50
19	21.82	20.77
20	22.09	21.04

All employees shall receive step movement on July 1, 2020 and on July 1, 2021. All wage increases, step movements and differential increases will be retroactive to July 1, 2020 and shall be paid separate from a regular payroll check.

Differentials:

Custodian

Maintenance & Building Engineer	\$1.25/hr
1 st Class Boilers	\$.75/hr
2 nd Class Boilers	\$.40/hr
Head Grounds	\$1.25/hr
Shift	\$.50/hr

Food Service

Site Lead	\$1.25/hr
SNA Level I	\$.20/hr
SNA Level II	\$.35/hr
SNA Level III	\$.55/hr
Assistant Lead	\$.50/hr

*School Nutrition Association (SNA)

Attachment A

Severance List as explained in Article XI, Section 2.

Krautkremer	Hein	Hull
Glazier	Hartman	Reid

Cell Phone Allowance

All lead custodians and Head Grounds shall receive a cell phone allowance of \$35.00 per month.

Mechanical

\$0.25/Hr. with certification in a specific trade (plumbing, electrical, other).