

INDEPENDENT SCHOOL DISTRICT #286  
BROOKLYN CENTER, MINNESOTA

CONTRACT BETWEEN  
INDEPENDENT SCHOOL DISTRICT #286  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL NO. 284  
CUSTODIANS AND FOODSERVICE

JULY 1, 2022 TO JUNE 30, 2024

TABLE OF CONTENTS

ARTICLE I	PURPOSE	2
ARTICLE II	RECOGNITION	2
ARTICLE III	DEFINITIONS	2
ARTICLE IV	SCHOOL BOARD RIGHTS	3
ARTICLE V	UNION RIGHTS	3
ARTICLE VI	HOURS OF WORK	4
ARTICLE VII	COMPENSATION	5
ARTICLE VIII	TIME OFF	9
ARTICLE IX	GROUP INSURANCE	12
ARTICLE X	HOLIDAYS	14
ARTICLE XI	VACATIONS	15
ARTICLE XII	PROBATIONARY PERIOD	16
ARTICLE XIII	DISCIPLINE AND DISCHARGE	16
ARTICLE XIV	LEAVES OF ABSENCE	16
ARTICLE XV	SEPARATION FROM EMPLOYMENT	18
ARTICLE XVI	HEALTH STANDARDS	20
ARTICLE XVII	GRIEVANCE PROCEDURE	20
ARTICLE XVIII	DURATION AND PLEDGE	24

This contract is entered into between Independent School District #286, hereinafter called the School Board or School District, and the Service Employees International Union, Local No. 284, hereinafter called the Union.

**ARTICLE I                      PURPOSE**

The School Board and the Union agree that the purpose for entering into this Contract is to:

- Section 1            Establish the foundation for an effective and productive relationship.
- Section 2            Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Contract.
- Section 3            Outline the “terms and conditions” of employment in common language, providing for clear interpretation of this Contract.
- Section 4            Place in written form the agreed upon "terms and conditions" of employment for the duration of this Contract.

**ARTICLE II    RECOGNITION**

- Section 1            The School Board recognizes the Union as the exclusive bargaining representative for all custodial, and food service employees, who are employed for more than 14 hours per week and 67 work days per year; excluding supervisory employees, confidential employees, and emergency employees.
- Section 2            In the event of a dispute as to the inclusion or exclusion of a job classification within the bargaining unit defined in Section 1, either party may institute appropriate proceedings with the Bureau of Mediation Services.

**ARTICLE III    DEFINITIONS**

- Section 1            Terms and Conditions of Employment: shall hereinafter in the Contract mean the hours of employment, the compensation therefore including fringe benefits, and the School Board's personnel policies affecting the working conditions of employees, subject to the provisions of the P.E.L.R.A. of 1971, as amended, insofar as these conditions are not in conflict with other provisions of this Contract.
- Section 2            Employee: shall hereinafter in the Contract mean personnel included within the appropriate unit established by Article II. Section 1 and covered by this Contract.
- Section 3            School Board: shall hereinafter in the Contract mean the School Board of Independent School District #286 or its designated representative.
- Section 4            Superintendent: shall hereinafter in the Contract mean the Superintendent of Independent School District #286 or a designated representative.
- Section 5            Building Principal: shall hereinafter in the Contract mean a building principal or assistant principal.
- Section 6            Supervisor: shall hereinafter in the Contract mean the Director of Operations, District Food Service Manager or designee.
- Section 7            Terms not defined in this Contract shall have those meanings as defined by the Public Employment Labor Relations Act of 1971, as amended.

**ARTICLE IV SCHOOL BOARD RIGHTS**

- Section 1      Inherent Managerial Rights: The Union 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 School Board, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.
- Section 2      Management Responsibilities: The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide equal educational opportunities for the students of the school district.
- Section 3      Effect of Laws, Rules and Regulations: The Union 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 Contract. The Union further recognizes that the School Board, all employees covered by this Contract, and all provisions of this Contract are subject to applicable laws. Any provision of this Contract 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 School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Contract are reserved to the School Board or its representatives.

**ARTICLE V UNION RIGHTS**

- Section 1      Dues Deduction: Any employee who is a member of the Union, or who has applied for membership, may deliver to the School District an authorization for the deduction of Union membership dues. Upon receipt of a properly executed authorization of the employee involved, the School District will deduct from the employee's pay check an amount necessary to equal the authorized dues deduction.
- Section 2      Indemnification: The Union shall indemnify and hold the School District harmless against all claims, judgements, or orders issued against the School District in the administration of Section 1 of this Article.
- Section 3      Right to Join: Employees shall have the right to join the Union and the right not to join the Union.
- Section 4      Right to Views: Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or a representative of the employee 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 Union.

**ARTICLE VI HOURS OF WORK**

- Section 1 Normal Work Week: Custodial Normal Work Week - the normal work week shall be five (5) consecutive eight (8) hour days. The district may add a part time position if needed but may not add multiple part time positions in order to eliminate any full time positions. Food Service Normal Work Week - the normal work week shall be 5 work days.
- Subd. 1 All hours worked by an employee in excess of forty (40) hours per normal work week shall be paid at the rate of 1 1/2 times the employee's hourly job classification rate. Benefit hours are not considered hours worked.
- Subd. 2 All hours assigned by the supervisor and worked by an employee, not scheduled to work on a holiday, shall be paid at the rate of two (2) times the employee's hourly job classification rate for all hours worked on holiday.
- Subd. 3 Custodial Employees who are scheduled to work Sundays, as part of their normal work week, shall be paid a ten percent (10%) premium of their hourly job classification rate for all hours worked on Sunday.
- Subd. 4 Sunday scheduling will be kept to a minimum. In the event the District elects to have an alternative schedule (5 consecutive days that are not Monday-Friday), such as Sunday-Thursday, the alternative schedule will be applicable for new postings only and no current employee will be transferred or forced into such a schedule.
- Subd. 5 Food Service Summer positions will be posted and filled by interview and selection of the most qualified applicant, pay to commensurate with the rate of pay for that fiscal contract school year schedule. Summer school follows the school year just completed. Benefits leave time will not be accrued and cannot be used during additional summer assignments.
- Subd. 6 Custodial overtime will be awarded by seniority (most senior employee will have first opportunity for overtime, then second most senior etc). In the event no employee within the building wants the overtime, it will be assigned to the least senior employee in the building.
- Section 2 The normal work year for food service employees will be in accordance with the school calendar as adopted by the School Board, subject to modifications by the Food Service Manager and/or Director of Operations to meet the needs of the school district.
- Subd. 1. The normal work year for the head cook position is 12 months.
- Section 3 Work Schedule: The School District shall post the work schedule for all employees.
- Subd. 1 In establishing the work schedule "split shifts" for custodial employees will be kept to a minimum, with the welfare of the employee given utmost consideration.
- Subd. 2 Prior to changing the work schedule the Director of Operations or designee shall notify the Union Steward (s).
- Subd. 3 Up to 60 minutes will be provided for a custodian to perform a building check, thoroughly completing the checklist and submitting it to the Head Custodian and Custodial Supervisor. If a custodian is already working on a day that a building checklist needs to be completed, he/ she will complete the checklist within or immediately following the already scheduled hours.

Subd. 4. The start time of a given shift shall not be earlier than nine (9) hours after a custodial employee’s previous shift ended. Exceptions shall be granted upon employee request and/or mutual agreement between the employer and employee.

Section 4 Training days scheduled by the school district are mandatory duty days. The use of personal days will not be allowed on mandatory training days. Every effort shall be made to provide at least 14 days advance notice to all members of each group for any training scheduled.

Section 5 For every consecutive four (4) hours shift work, the employee shall be entitled to a fifteen (15) minute break.

**ARTICLE VII COMPENSATION**

**Custodial:**

Section 1 Base Rates: Employees shall be compensated in accordance with the following schedule of base hourly rates, based on their assigned job classification and length of continuous employment. New employees may be awarded experience pay without union approval up to step 2.

Effective 7/1/2022 – Steps and 2.5% increase on the salary schedule rates.

Effective 7/1/2023 – Steps and 2.5% increase on the salary schedule rates.

Custodian

7/1/2022	
Performance Increment	Hourly Rate
Custodian	
1	17.95
2	19.03
3	20.40
4	21.75
5	23.12
6	25.51
Head Custodian	\$28.69

7/1/2023	
Performance Increment	Hourly Rate
Custodian	
1	18.40
2	19.51
3	20.91
4	22.29
5	23.70
6	26.15
Head Custodian	\$29.41

Subd. 1 Employees who are scheduled to a "split shift" at school district request shall be paid \$ .12 per hour in addition to their hourly job classification rate.

Subd. 2 Employees who are assigned to more than one building during a scheduled work day shall be paid \$ .15 per hour, in addition to their hourly job classification rate.

- Subd. 3 A "shift differential" shall be paid for all hours worked during a shift based upon the following criteria for regularly assigned shift times.
- |                                                 |              |
|-------------------------------------------------|--------------|
| Starting time from 6:00 am to before 9:00 am    | none         |
| Starting time from 9:00 am to before 1:00 pm    | .40 per hour |
| Starting time from 1:00 pm to earlier than 6 am | .65 per hour |
- Subd. 4 Employees temporarily assigned by the supervisor to the job duties and responsibilities of a higher paid job classification shall be paid (retroactive to the first day) at the higher hourly job classification rate following the 5<sup>th</sup> consecutive work day of temporary assignment to the higher paid job classification.
- Subd. 5 Temporary Rate: Base hourly rates for new temporary employees shall not exceed 95% of starting custodian rate. (Note: Within each building, part-time employees may be used to supplement, but not replace, full-time employees.)

Summer positions are temporary in nature and are for summer only.

- a. During the school year: No greater than 95% of starting custodian rate.  
 b. During summer break: No greater than 95% of starting custodian rate.

Section 2 Base Rate Step Increases: All employees hired prior to February 1 shall advance one step on the base wage schedule as July 1 and thereafter each July 1 until the maximum step of the wage schedule is reached. Employees hired after February 1 shall advance one step on the base wage schedule as of the July 1 following twelve (12) months of continuous employment and thereafter each July 1 until the maximum step of the wage schedule is reached.

Section 3 Uniforms: Employees will be furnished three (3) sets of uniforms at the time of employment. Employees who separate from employment during the first six (6) continuous months of employment shall return the uniforms. Thereafter, custodian and maintenance employees shall be furnished, to a maximum of three (3) sets of uniforms per year no later than one week prior to the first day of school. Custodians shall each be furnished 2 t-shirts no later than one week before last day of school for summer work days/hours. In addition to the uniforms provided, the District will pay up to \$150 per fiscal year for each unit member toward the cost of footwear and apparel available with the district logo to be used for unit work and will furnish for employees who work outside during winter months one pair of arctic overalls per building, all subject to the following conditions, none of which shall be subject to review through the grievance arbitration process of this agreement: 1] Purchases will be through either catalogs or stores determined by the School District. 2] The School District will either set up appropriate charge accounts or reimburse the employee upon submission of a receipt. 3] The style of footwear will be determined by the School District and must be safety shoes with a closed heel and closed toe.

Section 4 Pay Days: Employees will be paid following the payroll calendar. Employees will receive pay for the time worked in the previous pay period.

Section 5 Electronic Deposits: Employees will use electronic deposit of payroll checks.

Section 6 Certification and Boiler License Incentive: All custodians are required to achieve the special class certification within six (6) months of hire. Custodians employed as of July 1, 2022 are not required to hold this certification. Custodians who do not hold appropriate certifications will not be eligible to apply for or to perform the duties of trainer, shift lead or head custodian. Employees with a current boilers license and listed certifications will receive differential as follows:

<u>License/Certification</u>	<u>Per hour amount</u>
Special Class Boiler License:	\$.30

For Special Class designation the district will reimburse for the cost of the test and any required test materials up to \$150.

2nd Class Boiler License	\$.60
1st Class Boiler License	\$.85
Maintenance Electrician Certificate	\$.25

Section 7 Head Custodians. It is expected that all head custodians will plan the work operations he/she lead in such a manner as to meet all established schedules as directed by the Director of Operations. He/she will furthermore plan, lead, control and check all operations and processes he/she oversees and make a constant effort to improve the operations and procedures of the workcenter. He/she shall communicate with custodial staff the importance of quality standards for those staff and make every attempt to eliminate wasteful practices and procedures.

Section 8 The Shift Lead Custodian directs and instructs custodial personnel in the proper procedures and cleaning standards of the District. The Shift Lead coordinates cleaning plans and activity/ event set ups, serving as the point of contact for custodial staff to meet the needs of staff and/or partners. Works with Head Custodian and Custodial Supervisor to ensure cleaning standards are met. The Shift Lead will receive \$.75 per hour worked. The shift lead is required to hold a 2<sup>nd</sup> class boilers license certification. Shift leads in position will have six months from the approval of this contract to obtain their specialist certification and must obtain the 2<sup>nd</sup> class when eligible, but no longer than two years following the approval of this contract.

Section 9 Effective July 1, 2022, both parties shall establish a “Standard Operating Procedure” for training existing staff and new hires. For both the Custodial group and the Food Service group, the employee providing training shall receive a one dollar (\$1.00) per hour stipend for time spent providing training to fellow employees. Eligibility for holding the training positions and the corresponding stipend shall be subject to requirements within Article 7 of this agreement.

**Food Service:**

Section 1 Base Rates: Employees shall be compensated in accordance with the following schedule of base rates, based on their assigned job classification and length of continuous employment. New employees may be awarded experience pay without union approval up to step 2.

Effective SY 2022-2023 – Steps and \$1.00 increase for every cell on salary schedule.  
Effective SY 2023-2024 – Steps and 2% increase on salary schedule.

<u>SY 2022-2023</u>				
	Cooks Helper	Baker	Delivery Driver	Head Cook
1	17.54	18.97	18.85	23.52
2	18.34	19.77	19.61	24.21
3	19.14	20.54	20.40	
4	19.90	21.35	21.22	
5			22.08	



## SY 2023-2024

	Cooks Helper	Baker	Delivery Driver	Head Cook
1	17.89	19.35	\$19.23	23.99
2	18.71	20.17	\$20.00	24.69
3	19.52	20.95	\$20.81	
4	20.30	21.78	\$21.64	
5			22.52	

Subd. 1 Employees temporarily assigned by the supervisor to perform the duties and responsibilities of a higher paid job classification shall be paid at the higher hourly job classification rate following the 5<sup>th</sup> consecutive work day, or portion of workday, of the higher paid job classification, retroactive to the first day of assignment.

Subd. 2 Employees working any special events shall be paid a \$2.00 per hour premium in addition to their hourly job classification rate for all hours worked, provided that when an employee qualifies for overtime as provided by Article VI. Section 1, such premium shall cease to be paid. Functions (catering or other events) shall be awarded by seniority from those interested in the work provided the most senior person is qualified, based on the job posting, to fulfil the role.

Subd. 3 Employees scheduled to work the night meal service will be paid an additional \$1.00 per hour shift pay for all hours worked after 3:00 p.m.

Subd. 4 In the event that the school district is required to increase any salary to comply with pay equity, the union specifically authorizes such a contract amendment. Such change shall be communicated to the union within 7 days of school board action.

Subd. 5. Food service employees shall sample food before food is served.

Section 2 Base Rate Step Increases: All employees hired prior to February 1 shall advance one step on the base wage schedule as of July 1 and thereafter each July 1 until the maximum step of the wage schedule is reached. Employees hired after February 1 shall advance one step on the base wage schedule as of the July 1st following 12 months of continuous employment and thereafter each July 1st until the maximum step of the wage schedule is reached.

Section 3 Uniforms: The District has established accounts at several designated uniform suppliers at which the employee may purchase appropriate attire. Whether purchased at a district designated establishment or another supplier, receipts are required to be furnished to the District Food Service Manager upon purchase. Fall purchases should be made no later than December and Spring purchases no later than February or within 60 days of hire, The amount each year during this contract is \$300 and may be pro-rated based on start date. Employees who purchase shoes from a source other than the designated uniform supplier shall be refunded the purchase price with a valid receipt. Shoes must be non-slip, closed toe, and support in nature. Shoe reimbursement will be deducted from the uniform allowance.

Section 4 Pay Days: Employees will be paid following the payroll calendar. Employees will receive pay for the time worked in the previous pay period.

Section 5 Certification: All food service employees, must obtain and maintain a minimum of a level 1 certification within 12 months from the ratification of this agreement. New employees will have 90 days from his/her completion of the applicable probation period to meet this requirement.

For new hires to the Head Cook position, the employee must be state certified level 2 upon acceptance of the position and must attain level 3 within 1 year of the date of the appointment. Head cooks are required to hold a food protection manager certification. Bakers must obtain a food protection managers license within 1 year from the start of this agreement, to be able fill the head cook position in case of absence. Night meal staff must obtain a food protection managers certification.

1. All food service employees shall attain the initial Level I certification within twelve months of accepting a position. The district will provide yearly professional development to support the certifications and or other professional development. The School District will designate the time and place for such training.
2. All food service employees who take the coursework required to obtain the SNA Level I, Level II, Level III or Level IV certification, and who pass the test upon completion of the coursework shall receive an additional payment per hour:

<u>Level</u>	<u>per hour</u>
1	\$ 1.00
2	\$ 1.45
3	\$ 1.80
4	\$ 2.15
Food Protection Manager Certification	\$ 1.00

Section 6            Electronic Deposit: Employees will use electronic deposit of payroll checks.

Section 7            Head Cooks. It is expected that all head cooks will lead the work operations he/she directs in such a manner as to meet all established schedules as set by the manager of food service. He/she will furthermore plan, lead, control and check all operations and processes he/she oversees and make a constant effort to improve the operations and procedures of the workcenter. He/she shall work toward communicating with kitchen and cleaning staff the importance of quality standards for those staff and make every attempt to eliminate wasteful practices and procedures. The summer programming is part of the Head Cook's regular duty year.

#### **ARTICLE VIII TIME OFF**

Section 1            Sick Leave: Employees working a minimum of 25 hours per week shall accrue sick leave each month at a rate commensurate with the hours worked per week and the months worked per year. Sick leave is accrued but cannot be used during the first ninety (90) days of probationary employment. Sick leave may be taken in no less than one (1) hour increments.

Subd. 1            Sick leave may be used only in cases of necessity when the employee is unable to perform job duties and responsibilities because of illness or injury of self or an immediate family member. Immediate family shall be defined as the employee's child, spouse/ life partner, mother, father, grandparent, sister, brother, legal guardian, mother-in-law, father-in-law or person for whom the employee is a legal guardian.

Subd. 2            Earned sick leave, which is unused, may be accumulated to a maximum of 150 days for food service employees and 160 days for custodial and maintenance employees.

- Subd. 3 Sick leave may not be used in excess of 90 consecutive calendar days for any one illness or injury.
- Subd. 4 The School Board reserves the right to request an employee to provide medical evidence of illness or injury. Failure to provide such evidence shall result in the loss of sick leave for the period of absence.
- Subd. 5 Employees requesting the use of sick leave shall notify their supervisor a minimum of two hours prior to the beginning of their duty day. Employees failing to give such notice, except in the event of an emergency, shall be subject to a full salary deduction for the period of absence.
- Subd. 6 In the event an employee exhausts accumulated sick leave the Superintendent may advance to a maximum of 30 days of sick leave. Advanced sick leave shall be paid back by the employee.
- Subd. 7. 403b/457 Contribution: Upon accumulating more than 465 sick leave hours, custodial and food service employees may choose to contribute any additional hours (up to a maximum of 40.00 hours per year) to an existing deferred compensation account, provided the employee makes an annual contribution equal to or greater than the amount contributed by the District.
- A. Unused sick leave hours will be compensated at a rate of \$13.50 per hours. The sick leaves days used for the District contribution shall be deducted from the employee's accumulated sick leave.
- B. The employee shall submit a written request to the payroll manager by May 15, specifying the dollar amount of the employee's contribution.

## Section 2

Bereavement Leave: Employees may be absent, to a maximum of 5 normal work days per year, if necessary, to attend and make arrangements in the event of a death in the employee's immediate family. One day out of five days per year may be used for attendance at a funeral of a friend.

- Subd. 1 Immediate family shall be defined as the employee's spouse/life partner, mother, father, child, stepchild, grandparent, grandchild, sister, brother, niece, nephew, aunt, or uncle and corresponding in-laws.
- Subd. 2 Employees requesting funeral leave shall notify their supervisor a reasonable time prior to the absence and give reason(s) for the absence. Employees who fail to give such notice shall be subject to a full salary deduction for the period of absence.
- Subd. 3 Approved bereavement leave shall be deducted from accumulated sick leave.
- Subd. 4 Employees absent from duty because of a death in the employee's immediate family shall suffer no loss in income for the approved absence. Additional days may be granted at the discretion of the Superintendent.

- Section 3      Personal Leave: Employees may be granted, upon the approval of their Supervisor, up to a maximum of 2 normal work days per year to conduct personal business, which cannot otherwise be performed outside of the normal work day or to care for one's own mental health. These days may be used for any purpose without stating the reason for the request. Such absence will be deducted from accumulated sick leave.
- Subd. 1      Employees requesting personal leave shall make such request to their supervisor at least 24 hours in advance of their absence., Approval or denial of the request by the supervisor shall be made, and communicated to the employee prior to the requested absence. No more than one absence for personal leave shall be approved per kitchen per day.
- Subd. 2      Personal leave time will not be granted during the first week or the last 2 weeks of school.
- Section 4      Emergency Leave:
- Subd. 1      Examples of the use of emergency leave which may be approved are court appearances, estate settlements, and funerals not covered by Section 2 of this Article.
- Subd. 2      Employees requesting such leave shall make such request to the Superintendent at least 24 hours in advance of their absence, except in the event of an emergency. Approval or denial of the request by the Superintendent shall be made, and communicated to the employee prior to the requested absence, except in the event of an emergency. The reason for the emergency leave must be stated.
- Section5      Jury Duty: Employees required to appear for jury duty will be paid the difference between the employee's daily income and jury duty fees, excluding mileage and expenses.
- Subd. 1      Employees selected for jury duty shall notify their supervisor as soon as practicable after being notified of their selection.
- Subd. 2      Employees shall report for work on the normal work day immediately prior to and the work day immediately following the last day of jury duty.
- Subd. 3      Employees shall notify their supervisor when they are available for duty after completing jury duty.
- Section 6      Workers Compensation: Upon the request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received by the employee pursuant to the Worker's Compensation Act and the employee's daily income to the extent of the employee's accumulated sick leave.
- Subd. 1      A deduction shall be made from the employee's accumulated sick leave according to the pro-rata portion of days of sick leave which are used to supplement Worker's Compensation benefits. Such payment shall be paid by the School Board to the employee only during the period of disability.

- Subd. 2 Employees not electing to supplement Worker's Compensation benefits by a sick leave deduction shall receive only the Worker's Compensation benefit and shall not be deducted sick leave for the period of absence.
- Subd. 3 In no event shall the additional compensation paid to the employee, due to a sick leave deduction, result in the payment of total daily, weekly or monthly compensation that exceeds the normal income of the employee.
- Subd. 4 Workers compensation claims shall be reported to the District Food Service Manager or the Director of Operations within 24 hours in order to comply with insurance carrier and school district policies. Final authority for claims shall be governed by Minnesota Statute.

Section 7 Eligibility: All employees covered by this Contract shall be eligible for paid absences in accordance with provisions of this Article Sect. 1-6.

Section 8 Absence without pay: Employees may be approved for up to three days of absence without pay per school year. These absences will be approved at the sole discretion of the Superintendent and may only be requested if other benefit leave time is not available.

## **ARTICLE IX GROUP INSURANCE**

Section 1 Eligibility: Unless otherwise specified, to be eligible to participate in and receive the School District's contribution for the benefit programs established by this Article, an employee must be performing services within the School District at a minimum of thirty (30) or more duty hours per week.

Section 2 Enrollment: Unless otherwise specified, enrollment in the benefit plans specified in this Article shall be through an annual open enrollment period, as a new hire, as a newly eligible employee or due to a qualifying event. (A qualifying event may include, but is not limited to a birth, adoption, marriage, divorce, death or change in employment status.)

Section 3 Payroll deduction: Where applicable the monthly premium costs in excess of the School District's contributions identified in this Article shall be paid for by the employee through payroll deductions.

Section 4 Coverage start and end dates: 1) Unless otherwise specified and where applicable, employees who complete a full school year shall be covered by the insurance programs specified in this Article for the period of September 1 through August 31; 2) Employees completing less than a full school year who are returning to duty the following school year shall be covered by the insurance programs identified in this Article effective the first calendar month following the month of employment for the period through August 31; and 3) employees separating from employment during the school year shall be covered by the insurance programs identified in this Article through the end of the calendar month of their last duty day.

Section 5 Insurance and Benefit Specifications: The District shall ensure proper and appropriate benefits are in place pursuant to this Agreement and shall have final approval for the selection of insurance companies and programs offered. During the term of this Agreement, the insurance and benefits

identified in this Article shall not be reduced unless mutually agreed upon by the Union, except changes required by law.

Section 6 Claims Against the School District: The School District's only obligation is to purchase insurance policies and pay such amounts as agreed to herein. No claims shall be made against the School District as a result of a denial of insurance claims by an insurance carrier.

Section 7 Health and Hospitalization: Group Health Insurance - During the term of this Agreement, the School District shall contribute towards the monthly premium cost for eligible and enrolled employees in the group health insurance plan adopted by the School District. **Premiums are subject to annual changes.** Premiums in excess of the District contribution are the responsibility of the employee and will be made through payroll deduction.

The School District shall contribute a sum not to exceed \$615 per month toward the premium for individual coverage and not to exceed \$1,284.92 (custodians) and \$1,180 (Food Service) per month toward the premium for family coverage.

Effective January 1, 2023 The School District shall contribute a sum not to exceed \$630 per month toward the premium for individual coverage and not to exceed \$1,314.92 (custodians) and \$1,210 (Food Service) per month toward the premium for family coverage.

Section 8 Group Dental Insurance: During the term of this Agreement, the School District shall contribute towards the monthly premium cost for eligible and enrolled employees in the group dental insurance plan adopted by the School District. **Premiums are subject to annual changes.** Premiums in excess of the District contribution are the responsibility of the employee and will be made through payroll deduction.

Subd 1 Premiums are subject to change annually however the District contribution for single coverage shall be 100% of the premium if less than \$64.15 per month; if the single premium is in excess of the designated amounts per month the employee shall contribute the remaining portion. Family contributions will remain as listed above for the remainder of the term of this contract.

Section 9 Flexible Spending Account - During the term of this Agreement, the School District shall provide procedures for employees to be enrolled in a healthcare and/or daycare flexible spending account. The maximum annual healthcare account contribution and childcare maximum contributions are subject to IRS regulations. Pre-tax deductions will be taken through payroll deductions. These accounts are funded entirely with employee dollars.

Section 10 Long Term Disability: During the term of this Contract the School Board shall contribute to a maximum of 75% of the monthly salary toward the monthly premium cost, on behalf of eligible and enrolled full-time employees, of the group income protection plan, adopted by the School Board, for each month or portion of a month worked.

Section 11 Life Insurance: During the term of this Contract the School Board shall contribute to a maximum of \$9 on behalf of eligible and enrolled full-time employees, toward the monthly premium cost of a \$30,000 A.D. & D. group term life insurance plan, adopted by the School Board, for each month or portion of a month worked.

**ARTICLE X      HOLIDAYS**

Section 1      The following 11 identified days and one floating holiday shall be considered paid holidays for full-time (12 month) employees:

Labor Day	Martin Luther King
Thanksgiving Day	President's Day
Friday following Thanksgiving Day	Memorial Day
Christmas Eve Day	Juneteenth
Christmas Day	Independence Day
New Year's Day	

One floating holiday per year to be taken at a time pre-approved by the employee's Supervisor on a non-student contact day.

The following eight identified days and two floating holidays shall be considered paid holidays for school year employees:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Friday following Thanksgiving	Martin Luther King Jr. Day
Christmas Eve Day	Memorial Day

Two floating holidays per year to be taken at time pre-approved by the employee's supervisor on non-student contact days.

In the event the summer program included the week of the 4<sup>th</sup> of July, July 4<sup>th</sup> will be a paid holiday. The employee must work the scheduled work day before and after the holiday to be eligible for the paid holiday.

Subd. 1      If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and if any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, provided, that if either the preceding Friday or following Monday is a school day, another day shall be observed in lieu thereof as determined by the Superintendent.

Subd. 2      To be eligible for a paid holiday, employees must have worked, or been on an approved paid absence provided by Article VIII, the employee's last scheduled normal work day before the holiday and the employee's first scheduled work day following the holiday.

Subd. 3      If any of the above established holidays fall during a full-time employee's vacation period, the day shall not be deducted from earned vacation.

Subd. 4      Employees scheduled to a normal work week of other than Monday - Friday shall observe the holidays at a time which is agreed upon by the employee's supervisor.

**ARTICLE XI VACATIONS**

Section 1 Full-time custodial employees and head cooks shall earn paid vacation in accordance with the following schedule:

Service Time	Vacation Accrual
Start of employment through the following June 30	One day per month, not to exceed 10 days
First July 1 of employment through 2 continuous years	10 days/ year
Years 3-4	12 days/ year
Years 5-9	15 days/ year
Years 10-14	20 days/ year
Years 15+	22 days/ year

Section 2 Vacation shall be earned during the fiscal year period (July 1 - June 30) to be taken during the same fiscal year period (July 1 - June 30). New employees may use accrued vacation upon completion of the probationary period. Employees hired after July 1 of each year shall accrue on a pro-rata basis.

Section 3 Request for vacation must be approved by the employee's supervisor. Consideration for approval will be dependent on the time of year of the request, operation and maintenance needs of the work area, and availability of other building staff. While every effort shall be made to meet the desire of the employees requesting their periods of vacation leave, vacation schedules must conform to the requirements of operations and vacations must be taken as scheduled by the supervisor. Conflicting requests for vacations shall be resolved on the basis of seniority preference and timing of request. Employees will be notified in writing within ten (10) working days from the date of the request, the status of the vacation request (approval or denial). Probationary employees may request and use vacation upon completion of ninety (90) days of probation.

Subd 1 Every effort shall be made to take vacations days on non-student contact days, excluding summer school. The supervisor has the discretion to approve vacation scheduled on student contact days, providing workload can be adjusted to accommodate the absence. Employees may carry over no more than five (5) vacation days into the next fiscal year, to be used by the end of the fiscal year.

Section 4 Employees who separate from employment prior to June 30 shall earn a pro-rated vacation based on the number of full months of employment prior to separation. In the event of death an employee's earned pro-rated vacation shall be paid to the employee's estate.

Section 5 Employees who are serving a probationary period as established by Article XII shall earn vacation during the probationary period but shall be ineligible to schedule vacation until the probationary period is successfully completed. Employees separated during the probationary period shall waive all earned vacation.



Section 6 Eligibility: To be eligible for paid vacation as provided by this Article an employee must be full-time as defined by Article XII, Section 3, Subdivision 1.

**ARTICLE XII PROBATIONARY PERIOD**

Section 1 All newly hired employees, or employees rehired following separation from employment, shall serve an uninterrupted nine (9) month probationary period, of which 60 days shall be while school is in session. The probationary period may be extended, for a period not to exceed 90 calendar days, by the mutual agreement of the School Board and the union.

Section 2 Probationary employees may be terminated at any time during the probationary period at the sole discretion of the School Board, without such termination being appealable to the grievance procedure established by Article XVII.

Section 3 Employment Status: For the purpose of this Contract employees shall have a full-time (12 month), full-time (9 month), or part-time status.

Subd. 1 Full-time (12 month) shall be defined as employees normally scheduled to work a 40 hour work week 12 months a year.

Subd. 2 Full-time (9 month) shall be defined as employees normally scheduled to work a 32 hour work week nine (9) months a year.

Subd. 3 Part-time shall be defined as employees normally scheduled to a work week of less than 40 hours and more than 14 hours.

Section 4 Job Posting: There shall be a posting of all job openings at all schools for a period of at least five (5) working days. The Union may offer suggestions relative to the qualifications of applicants. The position will be offered to the most qualified applicant.

**ARTICLE XIII DISCIPLINE AND DISCHARGE**

Section 1 The School Board has the right to discipline employees for cause. Discipline shall be in the following form:

- a. Verbal Warning
- b. Written Warning
- c. Suspension with or without pay
- d. Discharge

Section 2 The district may immediately discharge for cause for reasons including, but not limited to theft, drinking during work hours, or reporting to work under the influence of alcohol or chemicals for scheduled work hours.

**ARTICLE XIV LEAVES OF ABSENCE**

Section 1 Unpaid Leave of Absence:

Subd. 1 Employees may request an unpaid leave of absence for reasons which are personally necessary to the employee. The disposition of such requests shall be at the discretion of the School Board.

Subd. 2 Employees failing to return to work at the expiration of an unpaid leave of absence granted by the School Board shall be considered to have resigned unless the leave has been extended by the School Board or because of extenuating circumstances.

Subd. 3 In the event an employee has exhausted earned sick leave, the Superintendent, upon written request, shall approve an unpaid leave of absence for a period which will allow the School Board to consider the unpaid leave request as provided by Subd. 1 of this Article.

Section 2 Pregnancy Related Disability Leave and Child Care Leave:

Subd. 1 In conformance with the Minnesota Human Rights Act the Pregnancy Discrimination Act, disabilities caused or contributed to by pregnancy, childbirth or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions.

Subd. 2 A pregnant employee who is unable to perform the duties and responsibilities of her position due to disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, is eligible to use sick leave in accordance with Article VIII, Section 1, Sick Leave.

Subd. 3 An employee who wishes to request a leave of absence for purposes of childcare may request an unpaid leave of absence in accordance with Article XIV, Section 1 Unpaid Leave.

Subd. 4 Up to twenty-five (25) days of sick leave may be used for adoption purposes (such as preparation and legal reasons, necessary travel, and initial adjustment).

Section 3 Sabbatical Leave of Absence:

Subd. 1 The school district may grant a maximum one (1) year leave of absence to an employee after the fifth year of continuous employment with the school district. Final decision in granting such leave of absence will rest solely with the school district.

Subd. 2 All requests for long term leave of absence must be submitted in writing at least two (2) months prior to the commencement of the leave. This time limit may be waived upon approval of the Superintendent.

Subd. 3 An employee on leave of absence without pay will not accumulate seniority, sick leave, or any other benefits. An employee may participate in the group insurance programs if permitted by the health insurance carrier under the policy provisions and provided that 100% of the premiums are paid in advance each month by the employee.

Subd. 4 The employee on leave of absence must confirm, in writing, at least two (2) months before returning from leave of absence, the employee's intent to return to his or her duties. Failure to signify such intent will cancel the leave of absence and the employee shall forfeit any right or claims to his or her former position.

Subd. 5 Upon returning from a leave of absence, an employee shall be entitled to return to the same position he or she held prior to departure.

**ARTICLE XV SEPARATION FROM EMPLOYMENT**

- Section 1 Separation: Employees shall be considered separated from employment based on the following reasons:
- Subd. 1 Resignation: Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective day of resignation.
  - Subd. 2 Discharge: As provided by Article XIII.
  - Subd. 3 Failure to Report for Work: Employees who fail to report for work without notice to their supervisor for two (2) consecutive normal work days may be considered by the School Board to have resigned, except in extenuating circumstances.
  - Subd. 4 Termination During the Probationary Period: As provided by Article XII.
  - Subd. 5 Lay-Off: Employees shall be given two (2) weeks written notice of layoff.
- Section 2 Re-employment: An employee reemployed following separation from employment shall be considered a new employee.
- Section 3 Reduction of the Work Force: In the event the School Board determines it is necessary to reduce the work force, the School Board and the Union shall negotiate the procedure based on seniority, job-relevant qualifications and ability to perform the work required.
- Subd. 1 Seniority shall be defined as an employee's length of continuous employment with the School Board in a job covered by this Contract.
  - Subd. 2 Employees laid off under the provisions of this Section shall hold recall rights for a period of two (2) years. Employees recalled to employment shall be given a fourteen (14) calendar day written notice of recall. Employees who do not return to employment within the fourteen (14) calendar day period shall waive any right to reemployment. Employees recalled from lay-off shall be paid at the step of the Salary Schedule the employee was on at the time of lay-off.
  - Subd. 3 Any accrued vacation pay will be included in the last paycheck prior to layoff. Accrued sick leave will be restored on recall.
- Section 4 Early Retirement. Employees retiring prior to the age of 65, who are eligible, shall be entitled to early retirement benefits subject to the provisions of this Section. All employees as of Sept 1, 2002, will only be eligible for the matching funds plan. (Employees hired prior to September 1, 2001 were eligible for an additional plan however an election was required to be made no later than 1995 as to whether to participate in the prior plan or elect the 403(b) plan.)
- Subd. 1 Retirement Pay. Full-time employees, as defined in Article IX, Section 3, Subdivision 1 and 2, who have completed at least 15 years of continuous service with the School Board and who are at least 55 years of age shall be eligible for retirement pay pursuant to the provisions of this Section, upon submission of a written resignation at least 30 days prior to retirement, accepted by the School Board.
    - a. Leaves of Absence. Time spent on approved leaves of absence as provided in this contract, shall be included in the calculation of years of continuous service.

- b. Determination of Age. For purposes of this Section, an employee's age shall be that attained during the fiscal year (July 1 - June 30), at the start of which the employee elects to retire.
- c. Discharge for Cause. This Section shall not apply to any employee discharged for cause by the School Board.
- d. Food Service Severance-Payment. The maximum amount of severance payment, upon early retirement, shall be to a maximum of 100 days pay at the employee's hourly job classification rate and normal scheduled work day as of the last day of employment, not to exceed \$16,000. Payment is made from the employee's accumulated sick leave and the amount shall under no circumstances exceed the amount that has been accumulated at the time of the retirement request.
- e. Custodial Severance Payment. The amount of severance payment, upon early retirement, shall be \$18,000.
- f. Payment. Upon early retirement, an eligible employee shall receive the severance payment on or about the day of retirement. If, after early retirement, the employee dies before the severance payment has been made, the balance due shall be paid to the named beneficiary or, lacking a named beneficiary, to the estate of the deceased.

Subd. 2 Tax Sheltered Annuity or 403(b) Plan: The purpose of the trust (hereafter called the plan) is to encourage employees to develop a financial plan for their future by providing money, which would have otherwise have been made available at retirement, for investment during the course of employment with the District. The plan will require participation by the employee coupled with a matching contribution from the District. Such plan shall be conducted under the rules of I.R.C. 403 (b). The selection of tax sheltered annuity options is subject to the vendor's signature on a Universal Vendor Agreement with the District's third-party administrator for annuity services and the participation of at least five (5) employees with that vendor.

- a. Amount of Match (Employees working 25 hours per week or more)

Years of Continuous Employment	District Matching Contribution
0 – 1 years	\$ 0
2 – 4 years	\$ 800 Match
5– 10 years	\$ 1200 Match
11 – 15 years	\$ 1600 Match
16 + years	\$ 2000 Match

Maximums for District contributions shall be \$2000.00 annually.

- b. The District contribution will begin when the employee initiates an eligible investment program.
- c. An employee may elect to contribute to the matching fund plan more than the District match. The plan only defines the limits of the District's participation in the selected program.
- d. Deductions or options of tax sheltered annuity matching plans, as provided by this section, shall be implemented following written notification.

- Subd. 3 Insurance. Employees eligible for early retirement shall have the option to continue participation in the group medical insurance coverage established by Article IX, Section 1, until the age of 65 or upon eligibility in either Medicare or Medicaid Plan. Employees electing to participate shall pay the full monthly premium cost of the medical insurance coverage in a manner prescribed by the District. Failure to do so will automatically terminate the coverage.

#### **ARTICLE XVI HEALTH STANDARDS**

- Section 1 Prior to employment, the School Board shall have the right to require an employee to provide medical evidence of a physical examination which attests to the employee's ability to perform job duties and responsibilities. If required the cost of the physical examination shall be paid for by the School Board.
- Section 2 All employees, as a condition of employment, shall demonstrate freedom from communicable disease as may be required by Minnesota Law or appropriate
- Section 3 The School Board shall have the right to require employees to provide medical evidence of their physical or mental ability to perform their job duties and responsibilities from a licensed physician. Failure to provide such evidence shall be cause for termination. The School Board shall pay the cost of the examination by a School Board designated physician. Employees may choose to be examined by a physician of their own preference. Charges in excess of the costs of the School Board's designated physician shall be paid by the employee.

#### **ARTICLE XVII GRIEVANCE PROCEDURE**

- Section 1 Grievance Definition: A "grievance" shall mean an allegation by an employee resulting from a dispute or disagreement between the employee and the School Board as to the interpretation or application of the terms and conditions of employment insofar as such terms and conditions are 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 their behalf.
- Section 3 Definitions and Interpretations:
- Subd. 1 Extension: Time limits specified in this Agreement may be extended by mutual agreement.
- Subd. 2 Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as a holiday 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.
- Subd. 4 Filing and Timestamp: The filing or service of any notice or document herein shall be timely if it bears a date from an email, a letter with a time/ date stamp or a postmark of the United States mail within the time period.

- Section 4      Time Limitation and Waiver: Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought the timeline set forth below. 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 hereinafter 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 Board's designee.
- Section 5      Adjustment of Grievance: The School Board and the employee shall attempt to adjust a grievance which may arise during the course of employment of an employee in the following manner:
- Subd. 1      Level I: The employee or employees concerned shall take the matter up with their supervisor for settlement within ten (10) days. If the parties fail to agree or the supervisor fails to adjust the alleged grievance within two (2) days after the grievance is made, the employee may appeal to Level II.
- Subd. 2      Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the employee involved and the Union.
- Subd. 3      Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (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 employee and the Union. At the option of the School Board, a committee or representative(s) of the School Board may be designated 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 it notifies the employee and the Union 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 Grievance: Failure by the School Board 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 any grievance, the grievance may be submitted to arbitration as defined herein:
- Subd. 1      Request: A request to submit a grievance to arbitration must be in writing, signed by the 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 an Arbitrator: If the parties cannot mutually agree as to the arbitrator within ten (10) days from the date of notification that arbitration will be pursued, either party may request the Bureau of Mediation Services (BMS) to submit a list of arbitrators, providing that such request is made within twenty (20) days from the date of notification that arbitration will be pursued. Selection of the single arbitrator will be made in accordance with the BMS rules. Failure to request arbitration from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
- Subd. 4      Submission of Grievance Information:
- a.      Upon the selection of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
- (1) The issues involved.
- (2) Statement of the facts.
- (3) Position of the grievant.
- (4) The written documents relating to Section 5 of the grievance procedure.
- b.      The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.
- Subd. 5      Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate. The parties shall have the right to a hearing at which time both will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.
- Subd. 6      Decision. The decision of the arbitrator shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The arbitrator's written decision shall be rendered within thirty (30) days after the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. Decisions by the arbitrator in cases properly submitted before the arbitrator shall be final and binding upon the School Board, the Union and the employee(s) subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. of 1971, as amended.
- Subd. 7      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 expense to be borne by the requesting party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
- Subd. 8      Jurisdiction: The arbitrator shall have jurisdiction over grievances properly submitted before the arbitrator pursuant to the terms of this article and shall have no authority to make a decision on any other issue not so submitted. 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 the arbitrator have the right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions 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. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

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 form 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 XVIII DURATION AND PLEDGE**

Section 1 Terms: This Contract shall become effective as of July 1, 2022 unless specified otherwise herein, and shall continue in full force and effect through June 30, 2024 and shall renew itself for annual periods thereafter, except as modified or terminated in accordance with the provisions of this Article.

Section 2 Effect of Contract: Any and all prior Contracts, resolutions, practices, policies, rules or regulations regarding the "terms and conditions of employment," to the extent they are inconsistent with the provisions of this Contract, are hereby superseded.

Section 3 Waiver: The Union and the School Board mutually acknowledge that during the negotiations which resulted in this Contract each had the opportunity to make demands and proposals regarding the "terms and conditions of employment" for employees covered under this Contract. All understandings and agreements arrived at by the Union and the School Board during their negotiations are fully and completely set forth in this Contract. The parties may, by mutual agreement, amend this Contract during its term.

Section 4 Procedures: Between 90 and 120 calendar days prior to the expiration of this Contract, either the School Board or the Union may serve written notice to modify or terminate this Contract. A party which gives notice of a desire to modify this Contract shall, within 60 calendar days, set forth proposed modifications sought by the party, as inclusive as possible. Negotiations may commence at any time after written notice of termination or modifications has been given.



Section 5 Provisions Contrary to Law: In the event that any provisions of this Contract are declared to be contrary to law by proper judicial authority from whose finding, determination, or decree no appeal is taken, such provision shall be null and void and of no force or effect. All other provisions of this Contract shall continue in full force and effect. The Union and the School Board agree to, upon written notice, enter into negotiations to replace the voided provisions of this Contract.

AGREED and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representatives of the School Board and the Union:

FOR THE SCHOOL BOARD:

DocuSigned by:  
*Cheryl Johnson*  
9F70170009C8RCA  
Chairperson  
Independent School District #286

DocuSigned by:  
*Amber*  
7783308F4C1E284F7  
Clerk  
Independent School District #286

Dated 10/26/2022 | 12:58 PM PDT

FOR THE UNION:

DocuSigned by:  
*Aaron Jensen*  
80333ACBF50140E  
Business Representative  
SEIU 284

DocuSigned by:  
*Steve Schmidt*  
EJX74UD57A2626  
Steward (Custodians)  
SEIU 284

DocuSigned by:  
*Leah Bucko*  
878D7829558B47A  
Steward (Food Service)  
SEIU 284

Dated 10/27/2022 | 1:49 PM PDT