INDEPENDENT
SCHOOL DISTRICT #200

Master Agreement

2024-2025
2025-2026

Teamsters Local 320 Representing Custodians

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ARTICLE 1 - PURPOSE

This Agreement is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the District) and the Teamsters Local No. 320, (hereinafter referred to as the Union), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for custodial employees.

It is the intent and purpose of this Agreement to:

a. Assure sound and mutually beneficial working and economic relationships between the parties hereto:
b. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
c. Place in written form the Parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition

In accordance with the P.E.L.R.A., the District recognizes the Union as the exclusive representative for custodians.

Section 2 - Appropriate Unit

All employees in the above categories are members of the appropriate unit except the following: employees whose service in the above positions do not exceed the lesser of 14 hours per week or 35% of the work week in the employee bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, emergency employees, supervisory employees, and essential employees.

Section 3 - Inclusion or Exclusion

In the event the District and the Union are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 4 - New Hire Union Meeting

Within the first 30 days after hire, a new hire will be afforded 30 minutes during the workday in which to meet with a representative from the Union, either the business agent or the Union steward, for an initial meeting to explain the role of the Union to the new member. The Human Resources Department will provide notice of newly hired bargaining unit employees in accordance with Minnesota Statute.

ARTICLE 3 - DEFINITIONS

Section 1 - Union

The Teamsters Local No. 320.

Section 2 - Union Members

A member of the Teamsters Local No. 320.

Section 3 - Employee

A member of the exclusively recognized bargaining unit.

Section 4 - District

Independent School District No. 200, Hastings, Minnesota.

Section 5 - Superintendent

Superintendent of Independent School District No. 200.

Section 6 - Work Year

The work year for regular employees shall be 12 months, including discretionary leave, paid sick leave, and paid holidays, and shall correspond to the District's fiscal year of July 1 to the following June 30. The District may determine a shorter work year for some positions.

Section 7 - Terms and Conditions of Employment

Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the employees.

Section 8 - Other Terms

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

Section 9 - Seniority

Seniority shall be the length of service with the District. Seniority shall start effective with the initial date of regular employment as approved by the School Board.

Section 10 - Domestic Partner

Domestic partner shall be defined as an individual for whom the employee has completed a domestic partner registration form with a city/government agency. A copy of the registration must be provided to the District in advance of a request for leaves within this Agreement to apply.

ARTICLE 4 - EMPLOYER SECURITY

The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the District.

ARTICLE 5 - EMPLOYER AUTHORITY

Section 1 - Management Rights

The Union recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

Section 2 - District Obligation

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

Section 3 - Discretion of District

Any term and/or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the District to modify, establish or eliminate.

ARTICLE 6 - UNION SECURITY

Section 1 - Payroll Deduction

The District shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. The District shall remit the collected dues to the Union monthly.

Section 2 - Union Dues

The District shall deduct from the wages of employees who authorize such deduction in writing, an amount as established by the Union. Such money shall be remitted as directed by the Union.

Section 3 - Union Political Fund

Subd. 1 - In addition to the dues authorization deduction described above, the District shall deduct from the payroll of employees for D.R.I.V.E. (the political fund associated with the Union) provided the Union has certified to the District that the employee has voluntarily authorized said deduction. The payment shall be transmitted to: National D.R.I.V.E., P.O. Box 718637, Philadelphia, PA 19171-8637. The District will submit the deduction within one week of each payroll date, along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

Subd. 2 - D.R.I.V.E. is the Union's political fund and is registered pursuant to Minn. Stat. 10A.12.

Subd. 3 - The Union must not be required to provide the District a copy of the authorization unless a

dispute arises about the existence or terms of the authorization.

Subd. 4 - The Union will indemnify the District for any successful claims made by the employee for unauthorized deductions in reliance on the certification.

Section 4 - Union Steward

The Union shall designate employees from the bargaining unit to act as steward and/or alternate and shall inform the District in writing of such choice and of any changes in the position of steward and/or alternate.

Section 5 - Bulletin Boards

The District shall make space available on employee bulletin boards for the posting of Union notices and/or announcements.

Section 6 - Seniority List

The seniority list shall contain all employees in the bargaining unit that have completed the probationary period in Article 13, Section 1. The District shall update and electronically distribute the seniority list to all members on July 1 each year. Upon completion of the probationary period employees shall be added to the master list effective retroactive to their initial employment.

Section 7 - Union Responsibility

The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.

ARTICLE 7 - HOURS OF SERVICE

Section 1 - Basic Work Day

The basic work schedule for employees shall be established by the District.

Section 2 - Lunch Periods and Rest Breaks

Subd. 1 - Employees working six hours or more per shift between the hours of 4:00 a.m. and 5:00 p.m. will be provided an unpaid duty free lunch period of 30 minutes. An additional duty free 15 minute break will be provided each day for every consecutive four hour work period.

Subd. 2 - Employees working six hours or more per shift, whose hours fall outside the hours of 4:00 a.m. and 5:00 p.m. will be provided a paid lunch period of 30 minutes. Such lunch period must be taken on-site. An additional duty free 15 minute break will be provided each day for every consecutive four hour work period.

Section 3 - Basic Work Week

Subd. 1 - The work week for regularly scheduled employees shall be five consecutive workdays, at their regularly scheduled daily hours or four consecutive ten hour shifts per week.

Subd. 2 - The District reserves the right, however, to go on a four consecutive ten hour days per week due to energy shortage, severe weather or other exigency. This unit of employees shall not be placed on a four day week unless the District goes on a general four day week for other employee units.

Section 4 - Part-Time Employees

The District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 5 - Shift and Starting Time

All employees will be assigned a starting time and shifts as determined by the District. Employees shall receive a minimum of 15 working days' notice before a change of shift or starting time, except in the case of an emergency.

Section 6 - Weekends & Holidays

Should the District need to cover open shifts on holidays, weekends, evenings, or for overtime, the open shift will be offered to bargaining unit employees at their respective sites (by seniority) prior to part-time, temporary or subcontracted employees except when a site supervisor is utilized. Site supervisors may open the building and monitor the programming without custodial staff present. Should no bargaining unit member volunteer, the District will make every effort to utilize a part-time temporary or subcontracted employee prior to mandating the employee on a rotation starting with the least senior bargaining unit member at their respective sites.

ARTICLE 8 - RATES OF PAY

Section 1 - Positions and Wages

The positions and wages reflected in Appendix A, which Appendix is incorporated herein and a part of this Agreement, shall be effective for the duration of said Agreement.

Section 2 - Licensure and Other Rates of Pay

Subd. 1 - Employees required to obtain licensure must do so in accordance with the timelines provided in Article 20, Section 3.

Subd. 2 - Employees shall be eligible for licensure pay as follows:

Licensure Type	Hourly Rate of Pay if Required	Hourly Rate of Pay if Not Required
Special Boilers License	$.39	$.15
Second Class Boilers License	$.70	$.35
First Class Boilers License	$.85	$.40
Underground Storage Tank	N/A	$.75
Certified Pool Operator	$.50	$.25
HVAC EPA / EPA 608	N/A	$.25
Non-Licensed Electrical	$.25	$.15
MN Non-Commercial Pesticide	$.43	$.20

Subd. 3 - Employees must maintain current licensure to be eligible for the licensure pay. If the certification on file with the Buildings and Grounds department expires, the licensure pay shall be discontinued until such time as certification of updated licensure is provided. Pay for licensures obtained shall be effective the first date of the next pay period, following receipt of obtaining such licensure, or renewal of such licensure.

Subd. 4 - Secondary Lead Pay - Employees in lead positions at the Middle School and High School shall be eligible for the following pay in additional to their hourly base rate of pay for all hours worked:

Night Lead: $.25 per hour
Day Lead: $.50 per hour

Section 3 - Step Increase Status

Subd. 1 - Employees shall be compensated pursuant to Appendix A. If the initial employment is after March 1, the employees shall not advance to the next step on the following July 1. Upon the expiration of this Agreement, a step is not automatic and is subject to renegotiation by the parties.

Section 4 - Grade Level/Assignment Transition

Subd. 1 - When an employee accepts a position at a higher grade level they will be shadowed in to an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a 4% increase above their current rate. This same system will be true for any employee moving from another bargaining unit accepting a position at a higher classification in the bargaining unit.

Subd. 2 - Moving to a lower grade: When an employee moves to a position with a lower grade level they will be placed at their same step on the new salary schedule, in the appropriate classification.

Section 5 - Employment Hours Record

Employees shall punch in and out each day, using the District's time tracking system. Each week employees shall verify an employment hours record which shall contain the following: regular hours worked, premium pay (overtime) hours worked, holidays and leave days, if any.

Section 6 - Salary Compensation

Salary to be paid on the 5th and 20th of each month.

Section 7 - Substitute and Temporary Employees

Subd. 1 - Substitute Employees - Substitute –employees, defined as a substitute for an incumbent custodian, shall be compensated pursuant to the beginning step on the salary schedule and shall not be entitled to any other benefits as provided by this contract.

Subd. 2 - Temporary Employees - Temporary employees, defined as an assignment not to exceed 67 working days in a calendar year, shall be compensated at the rate not to exceed the beginning rate of pay on the annual custodial salary schedule.

Subd. 3 - Seasonal Grounds Workers - The hourly rate for seasonal grounds workers shall be established by the District through School Board approval, but shall not exceed 90% of the negotiated starting rate for the Cleaner position, step one. Seasonal grounds workers shall not be eligible for benefits under the Master Agreement except those which may be required by law.

Subd. 4 - Employee Subbing out of Grade - After working five consecutive days, during the school year, the employee will receive retro pay back to day one, at Step 1, of the Lead Custodian grade.

ARTICLE 9 - GROUP INSURANCE

Affordable Care Act - In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District.

Section 1 - Selection of Carrier

The selection of the insurance carrier and policy shall be made by the District.

Section 2 - Coverage Under Multiple Bargaining Units

If an employee is covered by more than one bargaining unit they can combine their hours to qualify for insurance.

Section 3 - Combined Coverage

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental.

Section 4 - Spouse Contribution for Medical-Hospitalization Insurance

When both employee and spouse are members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical insurance plan, they will be covered by single insurance plans unless there are additional dependents. Coverage for employee and spouse, when there are additional dependents, will be provided through one family plan. The District will allow combining of contributions (policy holder family contribution plus spouse-single contribution) only if family insurance coverage is needed due to the dependents (children).

Section 5 - Spouse Contribution for Dental Insurance

When combining coverage for dental insurance, both employees shall be covered under one family dental plan.

Section 6 - Eligibility

The District shall make insurance contributions toward the premium for each employee who works a minimum of 30 hours per week, and is enrolled in the District group medical-hospitalization and/or dental plan. Employees working at least 850 hours per year shall be eligible for coverage under the long term disability and life insurance plans.

Section 7 - Medical-Hospitalization Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for, and are enrolled in, the District's group medical and hospitalization plan. The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Non-High Deductible Plan (Comp Basic):

Effective July 1, 2024: Up to $2,161 per month
Effective July 1, 2025: Up to $2,585 per month

High Deductible/VEBA Plan:

Effective July 1, 2024: Up to $1,961 per month
Effective July 1, 2025: Up to $2,385 per month

Subd. 2 - The cost of any premium that exceeds the District's monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

Subd. 3 - For full-time employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2024: $100.00 per month

Subd. 4 - For full-time employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2024: $200.00 per month

Subd. 5 - The monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

Section 8 - Dental Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for all employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided by the District shall be as follows, however, the amount shall not exceed the actual cost of the insurance premium:

Effective July 1, 2024: Up to $81.00 per month

Subd. 2 - The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

Section 9 - Long Term Disability Insurance

The District shall contribute 100% of the cost of the monthly premium for the income protection plan in effect as of the date of this Agreement for all custodians employed by the District.

Section 10 - Life Insurance

The District shall provide a group term life insurance policy for all eligible custodians in the amount of $50,000.

Section 11 - Eligible Employees

The parties agree that employees who are regularly employed shall receive pro-rated benefits as provided in this Article.

Section 12 - Claims Against the School District

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this Article. It is further understood that the 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 District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE 10 - LEAVES OF ABSENCE

Section 1 - Sick Leave

Subd. 1 - All eligible employees shall earn paid sick leave at the rate of one day for each month of service to the employer, 12 days per year, based on hours worked.

Subd. 2 - Unused sick leave may accumulate with no maximum days. Custodians will be paid once annually at the rate of $16.50 per hour for up to five days of unused sick leave beyond 150 days. Payment will be made via supplemental payment at the end of July in each calendar year.

Subd. 3 - Sick leave with pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

Subd. 4 - The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, in accordance with Minnesota Statute and ESST laws, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd 5 - In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.

Subd. 6 - Sick leave does not apply to situations related to daycare issues, or lack of childcare.

Subd. 7 - Sick Leave Bank - A sick leave bank shall be available in accordance with the terms of the Sick Leave Bank MOU provided at the end of this Agreement.

Section 2 - Bereavement Leave

Subd. 1 - Up to five days per occurrence of paid leave may be granted for death in the employee's immediate family.

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's spouse, child, parent/guardian, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, spouse's grandparent, grandchildren, stepparent, domestic life partner or domestic life partner's parent.

Section 3 - 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 Worker's Compensation Act, incurred while in the employ of the District, the District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick/ESST leave, or discretionary leave pay.

Subd. 2 - A deduction shall be made from the employee's accumulated discretionary leave or sick/ESST leave accrual time according to the pro-rata portions of days of sick leave or discretionary leave time which is used to supplement Worker's Compensation.

Subd. 3 - Such payment shall be paid by the 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/ESST leave or discretionary leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5 - The parties agree that an employee of the District shall not be entitled to sick leave pay benefits under this section if he/she is injured while in the employ of another employer nor shall there be an accrual of such during the period of convalescence from that injury.

Section 4 - Jury Duty and Other Legal Commitments

Subd. 1 - Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative and/or is the subject in a criminal, civil and/or personal legal accusation.

Subd. 2 - The employee shall receive full pay for this type of absence less jury duty and/or consultant pay, exclusive of expenses.

Section 5 - Child Care Leave

Subd. 1 - In the event of pregnancy, an employee shall notify the Director of Human Resources not later than the sixth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than 12 months may be granted upon written request.

Subd. 2 - The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the Director of Human Resources after consultation with the employee.

Subd. 3 - Child care leave is a leave without pay or fringe benefits. An employee may continue fringe benefits, if eligible, assuming the full cost of said benefits.

Subd. 4 - Where applicable, the terms of the Family Medical Leave Act will be followed.

Section 6 - Emergency Closing

Subd. 1 - In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, please refer to the District website.

Subd. 2 - Custodial staff that is required to report to work during these closings can use those days, or hours, as a float and it will be added to the employees floating holiday accrual.

Section 7 - Accrued Benefits

An employee on unpaid leave under this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this Section.

Section 8 - Seniority

For purposes of seniority standing, an employee on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

Section 9 - Insurance Application

An employee on unpaid leave under this Article is eligible to continue to participate in the group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the business office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

ARTICLE 11 - DISCRETIONARY LEAVE

Section 1 - Discretionary Leave

Subd. 1 - Eligible employees under these provisions shall accrue discretionary leave with pay, pro-rated based on hours worked, as follows:

1 to 4 years	13 days
Starting 5 - 9 years	18 days
Starting 10 - 14 years	23 days

Starting 15+ 28 days
Subd. 2 - The following individuals are grandfathered at 30 days:

Timothy Schmitz

Subd. 3 - Discretionary leave accrual shall occur on July 1 each year. The total discretionary leave earned during a fiscal year shall be available to the employee at the beginning of the year.

Subd. 4 - Discretionary leaves will be taken during the year as agreed to between the employee and the District consistent with the needs of the District.

Subd. 5 - Selection of discretionary leaves shall be considered on a seniority basis until April 15 of each calendar year, consistent with the needs of the District.

Subd. 6 - Employees beginning employment after July 1 shall earn a pro-rata amount of discretionary leave.

Subd. 7 - Up to five days of discretionary leave accrued during a fiscal year may be carried over into the next fiscal year.

Subd. 8 - Upon termination, the employee's last pay check will be adjusted for any discretionary used in excess of what has been earned.

Subd. 9 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on discretionary leave, the employee's leave may be changed to the appropriate leave type with the approval of the Director of Human Resources.

ARTICLE 12 - HOLIDAYS

Section 1 - Paid Holidays

Subd. 1 - Employees shall be granted the following paid holidays, based on hours worked.

The Day before New Year's
New Year's Day
*Presidents' Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
The Day after Thanksgiving
The Day before Christmas
Christmas Day
Two Floating Holidays - See Subd. 3

*If school is not in session and Presidents' Day is not designated as teacher attendance day, this day will be considered a paid holiday. However, if the teaching staff is required to work on this day, custodians will be required to work. If school is in session and/or teachers are required to be in attendance on Presidents' Day, the employee shall be allowed to take a floating holiday at their discretion during the work year with approval from the lead custodian at their work site.

Subd. 2 - If the paid holidays fall on Saturday or Sunday, equivalent holiday time will be granted by the District as determined by the administration.

Subd. 3 - Two floating holidays may be taken at the employee's discretion with approval from the

lead custodian at their work site.

Section 2 - Weekends

Holidays that fall on weekends will be observed on a day established by the District.

Section 3 - School in Session

The District reserves the right, if school is in session, to reschedule any of the above holidays. Any legal holiday or holiday that falls within an employee's discretionary leave period shall not be counted as a discretionary leave day.

Section 4 - Application

In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on paid sick leave or on discretionary leave under these provisions.

Section 5 - Holiday Pay

In the event that an employee is required to work on any designated holiday, he/she will be paid at the rate of triple time (3 times) for all hours worked on the designated holiday. Even though Easter is not a day designated for holiday pay, employees would receive triple time if required to work on Easter. (Call backs and building checks do not qualify.)

ARTICLE 13 - PROBATIONARY PERIOD

Section 1 - Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of nine months of continuous service in the District during which time the 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.

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 60 calendar days in any such new classification. During this 60 day probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to his/her former classification.

Section 3 - Completion of Probationary Period

An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

ARTICLE 14 - SUSPENSION, DEMOTION, OR DISCHARGE

Section 1 - Just Cause

The employer will suspend, demote or discharge an employee for just cause only.

Section 2 - Form

Suspensions, demotions and discharges will be in written form.

Section 3 - Personnel File

Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices. In the event of a written reprimand, the employee shall have the right to file a written response and such response, upon presentation to the District, shall be attached to the original reprimand and be a part of the employee's personnel file.

Section 4 - Review of Personnel File

Employees may examine their own individual personnel file at reasonable times under the direct supervision of the employer.

Section 5 - Grievances

Grievances related to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 21.

ARTICLE 15 - JOB POSTINGS

Section 1 - Posting

All job openings will be posted for a minimum of five days. Posting will consist of notification via District email and will be available on the District website. Positions may be posted internally and externally at the same time, however, interviews will be conducted with selected internal applicants, prior to the consideration of external candidates.

Section 2 - Time Period

The District shall have the ability to temporarily assign employees to posted openings pending final selection of any posted jobs.

Section 3 - Effective Policy

The Union agrees that the decision of the District on filling vacant positions is not subject to the binding arbitration clause of the grievance procedure.

Section 4 - Seniority

Job vacancies shall be awarded on seniority to employees requesting posted jobs within the same classification. However, the District may deny any senior employee assignment to a posted vacancy if the employee has a written notice of reprimand or written notice of discipline in his/her personnel file within the 12 months prior to the posting. The District may transfer an employee to a vacant position as a result of a written notice of reprimand or written notice of discipline in the employee's personnel file.

Section 5 - Promotions

In filling positions involving a promotion, the position shall be filled by the best candidate for the position, as determined by the District, and will not be based solely on seniority. For purposes of this Section, a promotion shall be defined as moving to a higher classification involving an increase in base pay.

ARTICLE 16 - LAYOFF AND RECALL

Section 1 - Reduction

In the event the District reduces the work force, such reduction shall be made in order of seniority within classification. The last employee hired shall be the first to be laid off within classification. An employee whose position is terminated shall have the opportunity to displace the person of least seniority in his/her work shift. An employee, of least seniority in a work shift, who is displaced shall have the opportunity to displace the employee of least seniority in classification. For purposes of this Article, there shall be two classifications of employees comprising separate seniority groupings and lists. One list shall include those employees holding a lead position as referenced in Appendix A. The other classification shall include all other employees including the senior high and middle school maintenance positions and the grounds maintenance positions. However, an employee holding a lead position can exercise seniority on either list.

Section 2 - Notice

Employees to be laid off shall receive written notice two calendar weeks in advance of the effective date of the employee's last date of employment.

Section 3 - Length of Recall

Employees on layoff shall retain the right to recall for a period of 24 months from the date of the employee's last date of employment.

Section 4 - Recall

Subd. 1 - Employees shall be recalled from layoff in order of seniority. The employer shall, by certified letter to the employee's last known address, notify the employee to be recalled of such intent of availability of work.

Subd. 2 - The employee shall have ten calendar days to notify the District of their intent to return (from date of receipt). If the employee fails to return to work within such time period, such employee shall forfeit future recall rights.

Section 5 - Reinstatement

Employees recalled from layoff shall be reinstated at the same salary step and at the same benefit level held at the time of layoff.

ARTICLE 17 - OVERTIME

Section 1 - Overtime

Employees shall be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for all hours worked in excess of the employee's regularly scheduled shift. Changes of shift do not qualify an employee for overtime under this Article.

Section 2 - Distribution of Overtime

Overtime will be distributed as equally as practicable among bargaining unit employees by regular work locations. Lead Custodians at the middle school and the senior high school will post the number of overtime hours worked during the previous month no later than the 10th of the following month.

Section 3 - Procedure

Overtime refused by employees will, for record purposes under Article 18, Section 2, be considered as unpaid overtime worked. Each employee has an obligation to work overtime or call backs if requested, unless unusual circumstances prevent him/her from so working.

Section 4 - Limitation

For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Section 5 - Calculation

Overtime worked shall be calculated to the nearest 15 minutes.

Section 6 - Application

Overtime is incurred when an employee renders service at the specific direction of the employer in excess of the regularly scheduled shift or in excess of 40 hours in a calendar week. Approved absences or discretionary leave shall be considered as time worked when calculating the above 40 hours.

ARTICLE 18 - CALL BACKS AND BUILDING CHECKS

Section 1 - Call Backs

The minimum time on an authorized call back shall be two hours. An employee shall be entitled to call back pay when the employee is required to return to work after being released from a full regular shift or when an employee working a regular 40 hours is required to report on a day off or at any time not continuous with his/her regular shift. Part time employees shall not be entitled to call back pay. Compensation for call back shall be at time and one-half (1-1/2). This Section shall not apply to building checks.

Section 2 - Building Checks

Building checks authorized by the District will be paid at a rate of time and one-half (1-1/2). Stipulated time for building checks is one hour for elementary schools per check and two hours for secondary schools per check.

Section 3 - Event Cancellation

In the event that a Community Education, or permit event, is cancelled less than 72 hours prior to the beginning of the event, the scheduled employee shall be compensated for all hours scheduled (unless the cancellation is due to inclement weather or a facility issue).

ARTICLE 19 - SEVERANCE

Section 1 - Eligibility

Employees, who were hired prior to July 1, 2008, have completed at least 12 years of continuous service with the District, who are at least 55 years of age, shall be eligible for severance pay, pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board.

Section 2 - Service

This Article shall apply only to employees whose service has been as defined in this Agreement.

Section 3 - Number of Days

Eligible employees, upon early retirement, shall receive as severance pay an amount representing 75 days' pay.

Section 4 - Severance

In addition to the severance pay provided in Section 3, an employee shall be eligible to receive as severance pay upon his/her retirement the amount obtained by multiplying 50% of his/her unused number of sick leave days, but in any event not to exceed 60 days' pay.

Section 5 - Daily Rate

Subd. 1 - Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008/09 school year.

Grade 9	$23.63
Grade 8	$21.38
Grade 6	$17.41

Subd. 2 - Hours per day and rate of pay will be based on the most recent five year average.

Example:

- Custodian, 3 years at Grade 6, current rate or cap
- Grounds Worker, 2 years at Grade 8, current rate or cap

- The average rate of pay would be used to calculate severance.

Subd. 3 - If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employee's 2008-09 hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes. (See Appendix B)

Section 6 - Payment

All payment due under this Article shall be deposited by the District into the Minnesota Health Care Savings Plan. Payment of severance shall not be granted to an employee who is discharged by the District.

Section 7 - Group Insurance:

Subd. 1 - An employee who was hired prior to July 1, 2008, who retires early pursuant to this Article shall be eligible to continue participation in the District Group Medical-Hospitalization Plan, if permitted by the terms of the policy with the insurance carrier. The District shall contribute $325.00 per month toward single coverage and $650 per month toward family coverage as provided in Article 9, Section 7, until the date of Medicare eligibility or the expiration of eight years of District contribution whichever occurs first. The portion of the premium not contributed by the District shall be borne by the custodian. (See Appendix B)

Subd. 2 - It is the responsibility of the employee to make arrangements with the School Business Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. The employee's right to continue participation in such group insurance, however, will discontinue upon the employee reaching age 65.

Section 8 - Matching Contribution Plan 403B

Subd. 1 - Employees hired after June 30, 2008, who are regularly employed with the District shall be eligible to participate in a 403B matching contribution plan pursuant to M.S.356.24.

Subd. 2 - Employees who were hired prior to July 1, 2008, who are regularly employed with the District shall be eligible and may choose to participate in a 403B matching contribution plan pursuant to M.S.356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under Article 19 - Severance.

Subd. 3 - Contributions - The District will match eligible annual employee contributions at the beginning of the years of service as stated below. Budgeted annual amounts will determine the max that can be set up each year.

Beginning of School Year in ISD 200	Maximum Match
4-8	2.5%
9-13	3.0%
14+	3.5%

Maximum annual match is capped at $2,500.
Maximum lifetime match is capped at $35,000
Determination of years is based on hire date before or after 1/1.

Subd. 4 - The District salary reduction authorization agreement stating "Matching Contribution"

must be received by the District office on August 1, preceding the school year during which the employee wishes to participate.

Section 9

In the event of the death of an employee who is eligible for severance pay under the provisions of this Article, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

ARTICLE 20 - MISCELLANEOUS

Section 1 - Footwear Reimbursement

All custodial staff will receive a footwear allowance of $100 per year for work shoes, boots or insoles. This reimbursement applies to bargaining unit members who are not already receiving full reimbursement for steel toe boots.

Section 2 - District Work Shirts

District work shirts are required when custodial staff are on duty during the regular school year and on weekends. Summer attire must be presentable, with no advertising on, or holes in the apparel. All full-time custodial staff with permanent status may be provided up to five District issue work shirts annually at their option. Should the employee opt to receive the work shirts, they acknowledge a payroll tax will be assessed based upon the cost per shirt.

Section 3 - License Renewal

Subd. 1 - Certain positions require licensure to maintain employment. The District will reimburse a bargaining unit member for the renewal of, or for obtaining any of the following licensure whether or not the license is required for the position held by the bargaining unit member.

Position	License/Certification Change
Cleaner	No license required
Grounds Worker	Required within one year – Minnesota Non-Commercial Pesticide Applicator License
CE Custodian	Upon Hire – Special Class Boiler License Required within 13 months – 2nd Class Boiler License
Lead Custodian	Upon Hire – Special Class Boiler License Required within 13 months – 2nd Class Boiler License
Maintenance	Upon Hire – Special Class Boiler License Required within 13 months - 2nd Class Boiler License Required within three years and one month - 1st Class Boilers License Upon Hire – MN Driver's License Required within six months - Pool Operator License Required within one year – Non-Licensed Electrical License

For training options, please contact the Director of Facilities and Safety. Please send copies of all licensure to the Administrative Assistant of Facilities and Safety.

Subd. 2 - The cost for the license and classroom instruction, if necessary, will be reimbursed by

the District once proof of obtaining or renewal of the license is provided to the District along with a receipt or invoice confirming the amount. The District will also compensate the employee for a remediation class to pass the Special Class Boiler License for the Custodian position.

Subd. 3 - At the District's discretion, an extension may be granted to employees who have not obtained appropriate licensure for the position they were hired for, if there is evidence that attempts to obtain the licensure have been made, or there were extenuating circumstances that prevented them from obtaining the license.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 2 - Union Representative

The District will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the District in writing of the names of such Union representatives and of their successors when so designated, as provided by Article 6, Section 4, of this Agreement.

Section 3 - Processing of a Grievance

It is recognized and accepted by the Union and the District that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the District during normal working hours provided that the employee and the Union representative have been notified and received approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the District.

Section 4 - Procedure

Grievances, as defined in Section 1 hereof, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of the Agreement shall, within 21 calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the District. The District designated representative will discuss and give an answer to such Step 1 grievance within ten calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten calendar days after the District designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the District designated Step 2 representative. The District designated representative shall give the Union the District's Step 2 answer in writing within ten calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten calendar days following the District designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the District designated Step 3 representative. The District designated representative shall give the Union the employer's answer in writing within ten calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten calendar days following the District designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the P.E.L.R.A., as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section 5 - Arbitrator's Authority

Subd. 1 - The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the District and the Union, and shall have no authority to make a decision on any other issue not so submitted.

Subd. 2 - 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. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing unless the parties agree to an extension. The decision shall be binding on both the District and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievances presented.

Subd. 3 - The fees and expenses for the arbitrator's services and proceedings shall be borne equally by District and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the records. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6 - Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the employer and the Union in each step.

Section 7 - Choice of Remedy

Subd. 1 - If, as a result of the written employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 21 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 21, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 21. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 21 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 21.

Subd. 2 - Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this Grievance Procedure.

ARTICLE 22 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to the contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limits provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision shall be renegotiated at the written request of either party.

ARTICLE 23 - DURATION

Section 1 - Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing July 1, 2024, through June 30, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement. Except as otherwise provided in this Agreement, changes in rates of pay or other increased benefits provided herein for the 2024 - 2026 school years shall be effective July 1, 2024. In the event a new Agreement is not in effect on July 1, 2026, all compensation and working conditions remain in effect as provided in P.E.L.R.A.

Section 2 - Effect

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

Section 3 - Finality

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for renegotiation during the term of this Agreement, except by mutual agreement.

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

For Teamsters Local No. 320
3001 University Ave. S.E.
Minneapolis, Minnesota 55414

8/29/2024
Business Agent

Steward

Steward

Steward

Steward

Date: 8/29/2024

For Independent School District No. 200
1000 11th Street West
Hastings, Minnesota 55033

Carrie Tate 9/20/2024
Chairperson

Superintendent

Date: 9.20.24

APPENDIX A

Maintenance Specialist

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2024-2025	$29.09	$29.38	$29.67	$29.96	$30.25	$30.54	$30.81
2025-2026	$29.96	$30.26	$30.56	$30.86	$31.16	$31.46	$31.73

Lead Custodian

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2024-2025	$26.50	$26.96	$27.42	$27.88	$28.34	$28.80	$29.28
2025-2026	$27.30	$27.77	$28.24	$28.72	$29.19	$29.66	$30.16

Grounds Worker
Community Ed Custodian

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2024-2025	$24.37	$24.70	$25.03	$25.36	$25.69	$26.02	$26.32
2025-2026	$25.10	$25.44	$25.78	$26.12	$26.46	$26.80	$27.11

Grounds Worker/Custodian

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2024-2025	$23.40	$23.72	$24.04	$24.36	$24.68	$25.00	$25.29
2025-2026	$24.10	$24.43	$24.76	$25.09	$25.42	$25.75	$26.05

Custodian

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2024-2025	$22.44	$22.74	$23.04	$23.34	$23.64	$23.94	$24.25
2025-2026	$23.11	$23.42	$23.73	$24.04	$24.35	$24.66	$24.98

Cleaner

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2024-2025	$20.89	$21.07	$21.25	$21.43	$21.61	$21.79	$21.94
2025-2026	$21.52	$21.70	$21.89	$22.07	$22.26	$22.44	$22.60

Footnote: The following individuals shall be grandfathered at a 3% annual increase; pay rates shall be as follows:

	2024-2025	2025-2026
Paul Alitz	$24.74	$25.63
David Clark	$31.23	$32.87
Patricia Ganrud	$31.48	$33.37
Kurt Graumann	$30.12	$31.81
Timothy Schmitz	$25.77	$26.69

Appendix B - Severance Rate & Health Caps

Classification	Last	First	Grade	Severance Yes/No	Max Hourly Rate Current Step 13	Retiree Health Yes/No	Max Monthly Single	Max Monthly Family
Custodian	Alitz	Paul	6	Yes	$17.41	Yes	$325	$650
Custodian	Ganrud	Patricia	6	Yes	$17.41	Yes	$325	$650
Custodian	Graumann	Kurt	6	Yes	$17.41	Yes	$325	$650
Custodian	Kimmes	Daniel	6	Yes	$17.41	Yes	$325	$650
Custodian	Knoll	Thomas	6	Yes	$17.41	Yes	$325	$650
Custodian	Schmitz	Timothy	6	Yes	$17.41	Yes	$325	$650
Lead Custodian	Clark	David	9	Yes	$23.63	Yes	$325	$650

MEMORANDUM OF UNDERSTANDING - Sick Leave Bank

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Local 320 (hereinafter referred to as the "Union").

WHEREAS, the District and the Union mutually agree that there is benefit in maintaining a Sick Leave Bank for employees of the District; and

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 2024-2026 Master Agreement and continue until the ratification of the 2026-2028 Master Agreement, with the following terms:

1. Purpose
    a. The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

2. Membership
    a. Employees shall contribute a maximum of one day of sick leave during the donation period to be eligible for the Sick Leave Bank.
        i. Employees who do not contribute one sick day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
    b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
    c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
    d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
    e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
    f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

3. Qualification
    a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick leave accrual, and other paid leave available to them (i.e. discretionary leave, etc.), and
    b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
        i. Need leave to meet the waiting period for Short Term Disability; or
        ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
        iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
        iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and

c. Written verification by the attending physician is required.

4. Maximum Eligibility
    a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.

5. Exclusions
    a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
    b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
    c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

6. Part-time Employees
    a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.

7. Administration
    a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.
    b. The Sick Leave Bank will be administered by the Human Resources Department
        i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Local 320 Business Representative, prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for a final determination.
        ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.

UNION

DATE: 8/29/2024

BY: _____
UNION PRESIDENT

DISTRICT

DATE: 8.29.24

BY: _____
FOR THE DISTRICT

MEMORANDUM OF UNDERSTANDING (MOU) - Alternative Work Schedule Requests for Designated Paid Holidays

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Local No. 320 Representing Hastings Custodial Employees (hereinafter referred to as the "Union").

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. The parties have entered into a collective bargaining agreement covering the period from July 1, 2024, through June 30, 2026.

2. A maintenance employee may work a designated holiday without additional pay, at the request of the employee, and approval by the Supervisor of Buildings and Grounds in advance.

3. A maintenance employee requesting to work on a holiday must submit a request via email, at least three working days prior to the holiday when at all possible, and obtain explicit approval, prior to working such time.

4. A maintenance employee requesting to work this day must flex/substitute out an additional day within the same work week in agreement with the Supervisor of Buildings and Grounds in advance.

5. The terms of this MOU shall not establish a precedent, nor shall this MOU be used to seek or justify similar terms in any subsequent situation.

6. The MOU will be sunset on June 30, 2026.

UNION

DATE: 8/29/2024

BY: _____
UNION PRESIDENT

DISTRICT

DATE: 8.29.24

BY: _____
FOR THE DISTRICT

MEMORANDUM OF UNDERSTANDING - Membership Vote to Move to Union's Insurance Plan

This Memorandum of Understanding ("MOU") is entered into between Independent School District No. 200, Hastings, MN ("District") and Local 320 ("Union"), collectively referred to as the "Parties".

WHEREAS, the District and the Union are parties to a Collective Bargaining Agreement ("CBA") governing the terms and conditions of employment for custodians employed with the District for the period July 1, 2024 through June 30, 2026; and

WHEREAS, Article 9 of the CBA governs Group Health Insurance, including the District's premium contribution to the District-selected group health insurance plans under Article 9, Section 7; and

WHEREAS, the Union has communicated a desire to determine if the custodians covered by the CBA want to participate in the Union's health plan through the Teamsters' Health and Welfare Fund ("Union Plan"); and

WHEREAS, the Union plans to take a vote of the custodians' bargaining unit on whether the unit wants to participate in the Union Plan, rather than the District-provided group health insurance plan.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. In the event the Union provides the District written notice on or before January 1, 2025 that the custodians' bargaining unit has voted to move from the District's group health insurance plan to the Union Plan, the Parties will engage in negotiation regarding the amount of District contribution to the Union Plan and other necessary revisions to Article 9, Section 7 of the CBA within 30 days of the District receiving the notice.

2. The Parties will negotiate in good faith following the notification in Paragraph No. 1. If an agreement is not reached by the Parties by April 1, 2025, regarding the District's contribution to the Union Plan and any other language proposals to Article 9 of the CBA, the District's current District-selected group health insurance plan and all provisions of Article 9 shall remain in force and effect.

3. This MOU shall expire on April 1, 2025 or the date the Parties reach agreement on modifications to Article 9, whichever occurs first. It does not establish a past practice or precedent, nor does it apply to any provision of the CBA, other than possible reopening and engaging in negotiation regarding the language in Article 9, including the amount of District contribution under Section 7 to the Union Plan. If the Parties do not reach agreement by April 1, the Parties will have no further obligations under this MOU.

UNION

DATE: 8/29/2024

BY: _____
UNION PRESIDENT

DISTRICT

DATE: 8.29.24

BY: _____
FOR THE DISTRICT

MEMORANDUM OF UNDERSTANDING
Employee Training

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "School District") and Local No. 320 Representing Hastings Custodial Employees (hereinafter referred to as the "Union").

WHEREAS, Article 20, Section 3, License Renewal, Subd. 2, states (in part), "The cost for the license and classroom instruction, if necessary, will be reimbursed by the District once proof of obtaining or renewal of the license is provided to the District along with a receipt or invoice confirming the amount"; and

WHEREAS, two custodians, John McTague and Gabe Jorgenson, were informed that they would be paid for the time to attend the course, which is not provided by the Master Agreement; and

WHEREAS, both individuals relied on this information when they enrolled in and attended a boiler license training on Saturday, October 12, 2024; and

WHEREAS, the Union and the District agree to make an exception in this case, and provide payment, as was provided to the individuals prior to attending the training.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. John McTague and Gabe Jorgenson shall be eligible for compensation at their regular rate of pay (including overtime as applicable) for the time spent in coursework; and

2. Such payment shall be for 5.5 hours (8:30 a.m. to 2:30 p.m. except a 30 minute unpaid lunch break); and

3. Payment for such time shall be made on the November 20, 2024 pay period; and

4. The terms of this MOU shall not establish a precedent, nor shall this MOU be used to seek or justify similar terms in any subsequent situation.

SCHOOL DISTRICT

DATE: 11.8.24

BY: _____
FOR THE SCHOOL DISTRICT

UNION

DATE: 11/04/2024

BY: _____
UNION REPRESENTATIVE

Memorandum of Understanding
Paid Family Medical Leave (PFML)

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Teamsters Local 320 Representing Custodians (hereinafter referred to as the "Union").

Whereas, MN State PFML goes into effect beginning January 1, 2026; and

Whereas, all of the factors and the impacts of such, related to PFML, have not yet been clearly defined by the State of Minnesota; and

Whereas, the 2024-2026 Master Agreement with the Union does not expire until June 30, 2026; and

Until such time as the 2026-2028 Master Agreement is negotiated and ratified, the District and the Union mutually agree that it is important to define how the District will implement PFML to the best of our ability.

Be it therefore resolved that the parties mutually agree to the following:

1. Procedural
    a. PFML shall run concurrently with leave available under the Family Medical Leave Act (FMLA), the MN Parental and Pregnancy Leave Act, and other state and federal leaves if the purpose of the leave is for the same type of qualifying reason (if the individual is eligible), Sick/ESST, and other District provided leave; and
    b. Employees shall be responsible for applying for and providing required documentation through the State PFML program; and
    c. The District may require medical or other certification, in accordance with applicable laws; and
2. Notification
    a. Employees must notify the District prior to applying for PFML benefits; certification received from DEED when applying for Minnesota Paid Leave benefits must be sent to the District within 48 hours of the submission; and
3. Insurance
    a. Employees shall continue to be responsible for payment of their portion of insurance and other premiums via payroll deduction; if the employee is not receiving pay from the District, payment must be made in accordance with established District procedures for continuation of benefits; and
4. Leave Usage
    a. Leave must be used in two hour increments; and

b. Employees shall be allowed to "top off" PFML with available sick/ESST or discretionary paid leave, to the extent that they qualify for benefits under PFML; and
c. Total pay, including any leave "top off", shall not exceed 100% of the employee's regular wages; and
d. An employee may "top off" PFML leave using Sick Leave Bank for the portions(s) of a day needed, to the extent eligible, not to exceed ten calendar/working days (not hours equivalent to ten working days);
    i. When PFML leave is occasioned by pregnancy, an employee may, to the extent eligible, "top off" PFML benefits with Sick Leave Bank days during the first six to eight weeks following childbirth, as supported by medical certification; and

5. Intermittent Leave
    a. Employees may not "top off" PFML when used on an intermittent basis; and
        i. For purposes of this MOU, intermittent shall be defined as anything less than eight consecutive days; and
    b. The maximum allowable intermittent leave will be 480 hours and must be used in two hour increments.
6. The terms of this MOU shall not establish a precedent, nor shall this MOU be used to seek or justify similar terms in any subsequent situation.
7. This MOU shall be effective for the 2025-2026 school years only and shall sunset at the end of the 2025-2026 school year.

HASTINGS PUBLIC SCHOOLS - ISD 200	TEAMSTERS LOCAL 320 - CUSTODIANS
DATE: 12.18.25	DATE: 12/10/25
BY: _____	BY: _____
FOR THE SCHOOL DISTRICT	~~ITS PRESIDENT~~ Teamsters BA.