

RICHFIELD PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 280

**SALARY SCHEDULE, FRINGE BENEFITS
AND WORKING CONDITIONS FOR**

FACILITIES AND TRANSPORTATION EMPLOYEES

2022-2024

THIS AGREEMENT ENTERED INTO BETWEEN THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD, MINNESOTA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284, EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2024 IN ACCORDANCE WITH THE PUBLIC EMPLOYMENT LABOR RELATIONS ACT OF 1971, AS AMENDED.

TABLE OF CONTENT

ARTICLE I	UNION MEMBERSHIP	
	Recognition of Exclusive Representative	4
	New Employee Information	4
	Request for Dues Check Off	4
ARTICLE II	COMPENSATION	
	Section 1 Salary Schedule	5
	Section 2 Longevity	6
	Section 3 Differential Pay	6
	Section 4 Holiday Pay	7
	Section 5 Licensure Pay	7
	Section 6 Uniforms	7
	Section 7 Pay Dates	7
	Section 8 Retention Pay	7
	Section 9 Commerical Driver License	8
ARTICLE III	PROBATION PERIODS	8
	Resignation or Separation of Employment	8
	Notice of Layoff	8
ARTICLE IV.	EMPLOYEE INFORMATION	8
	Eection 1 Work Week	8
	Section 2 Overtime	9
	Section 3 Call Back	9
	Section 4 Emergency Closings	9
	Section 5 Physical Examination	10
	Section 6 Employee Personnel File	10
ARTICLE V	LEAVES	10
	Section 1 Sick Leave	10
	Section 2 Personnel Leave	11
	Section 3 Medical Certification	11
	Section 4 Jury Duty	12
	Section 5 Leave of Absence	12
ARTICLE VI	VACATIONS	12
ARTICLE VII.	HOLIDAYS	14
ARTICLE VIII.	SENIORITY	14
ARTICLE IX.	VACANCIES	15

ARTICLE X. BENEFITS	15
Section 1 Eligibility	16
Section 2 Medical Benefits	16
Section 3 Income Protection	18
Section 4 Dental Insurance	18
Section 5 Life Insurance	18
Section 6 Tax Shelter Annuities	19
ARTICLE XI. RETIREMENT	19
Section 1 Incentives for Retirement	19
ARTICLE XII GRIEVANCE PROCEDURES	21
Section 1 Definition	21
Section 2 Timeliness	21
Section 3 Steps	21
Section 4 Union Representation, Intervention, and Initiation	21
Section 5 Reprisals	22
Section 6 Cost of Transcript	22
ARTICLE XIII BUS DRIVERS	22
Section 1 Seniority	22
Section 2 Part-Time Assignments	22
Section 3 Wages	23
Section 4 Longevity Pay	23
Section 5 Medical Benefits and Dental Insurance	23
Section 6 License	23
Section 6 Incentive Pay	24
Section 7 Holidays	24
Section 8 Paid Time Off (PTO)	24
CONTRACT DOCUMENT AUTHORIZATION	25

Be it resolved by the Board of Education of Independent School District No. 280: The following articles constitute the terms of employment of head custodians, night lead custodians, specialists, garage supervisor, mechanic, groundskeeper, part-time bus drivers, building cleaners, laundry workers, dispatcher, and bus driver/building cleaners of the District for the period of July 1, 2022 through June 30, 2024 in compliance with the Public Employment Labor Relations Act of 1971, and as amended, hereinafter referred to as the Public Employment Labor Relations Act.

ARTICLE I.

UNION MEMBERSHIP

RECOGNITION OF EXCLUSIVE REPRESENTATIVE:

Preamble: Recognizing that the Union is required by the provisions of the State of Minnesota Public Employment Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

NEW EMPLOYEE INFORMATION:

The Employer shall provide to the Exclusive Representative the following information on each new employee within thirty (30) calendar days of the employee's first date of work: name; home address; work email address; work phone number; job classification; shift; wage, number of hours normally scheduled in a work week; whether the position is a nine (9) month or twelve (12) month assignment; and building assignment.

REQUEST FOR DUES CHECK OFF:

Pursuant to PELRA, the exclusive representative shall be allowed dues check off. Upon receipt by the Human Resources Office of a properly executed authorization by the employee, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative in equal installments.

The Union agrees to indemnify and hold harmless the School District and its agents, officers and employees against any and all claims, suits, orders or judgment brought or issued against the School District as a result of a request of the Union under the provisions of this Article.

ARTICLE II.

Salary schedule placement for new employees may be authorized at the time of hiring by the Director of Human Resources or designee up to and including the step five (5) on the salary schedule to give credit for related experiences. Placement at the third step or higher will require communication with the union steward.

Employees from within the unit who transfer from part-time to full-time status will receive credit on a pro-rata basis for their prior part-time bargaining unit experience, which occurred immediately prior to their transfer. For every 2080 hours worked an employee will receive one (1) year of service credit.

Section 1. SALARY SCHEDULE:

2022-2023

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BC/LW	\$18.25	19.25	20.25	X	X	X
I	\$20.47	\$21.62	\$22.79	\$23.89	\$25.01	\$25.16
II	\$21.45	\$22.60	\$23.76	\$24.87	\$25.98	\$26.14
III	\$21.70	\$22.85	\$24.01	\$25.12	\$26.23	\$26.39
IV	\$22.14	\$23.29	\$24.44	\$25.56	\$26.66	\$26.82
V	\$22.66	\$23.82	\$24.98	\$26.09	\$27.19	\$27.35
VI	\$23.15	\$24.31	\$25.47	\$26.58	\$27.69	\$27.85
VII	\$24.87	\$26.04	\$27.19	\$28.31	\$29.41	\$29.82

2023-2024

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
BC/LW	\$19.25	\$20.25	\$21.25	X	X	X
I	\$21.47	\$22.62	\$23.79	\$24.89	\$26.01	\$26.16
II	\$22.45	\$23.60	\$24.76	\$25.87	\$26.98	\$27.14
III	\$22.70	\$23.85	\$25.01	\$26.12	\$27.23	\$27.39
IV	\$23.14	\$24.29	\$25.44	\$26.56	\$27.66	\$27.82
V	\$23.76	\$24.92	\$26.08	\$27.19	\$28.29	\$28.45
VI	\$24.25	\$25.41	\$26.57	\$27.68	\$28.79	\$28.95
VII	\$25.97	\$27.14	\$28.29	\$29.41	\$30.51	\$30.92

<u>Classifications</u>	<u>Position Title</u>
BC/LW	Building Cleaner, Laundry Worker
I	Base Custodian, Mailperson
II	Truck Driver, Maintenance A, Asst. Transp. Coord. Groundskeeper, Night Lead Custodian STEM & Middle School Painter (hired after 7/1/16)
III	Painter (hired before 7/1/16)
IV	Night Lead Custodian High School, Warehouse
V	Engineer, Maintenance Mechanic, Garage Mechanic, Head Custodian Elementary
VI	Transp. Coord., Head Custodian STEM and Middle School,
VII	Head Custodian Senior High, District Engineer, Garage Supervisor

Driver Trainer Stipend: An individual who is in a trainer position – i.e. providing training to a newly hired bus driver – will receive a differential of \$1.00 per hour while performing duties as a trainer.

Section 2. Longevity Pay: Employees shall receive additional compensation over and above their hourly base rate as listed below.

2020-2021	After ten (10) years of continuous service in the unit	\$.20
	After twenty (20) years of continuous service in the unit	\$.25
2021-2022	After ten (10) years of continuous service in the unit	\$.20
	After fifteen (15) years of continuous service in the unit	\$.30
	After twenty (20) years of continuous service in the unit	\$.40

Section 3. Differential Pay

Driving Assignments: Building Cleaners will be paid at the bus driver rate as identified in Article XIII, Section 3 for actual hours assigned for school bus driving duties.

Night Shift Differential: Building Cleaners who work full-time and start assigned scheduled work at or after 1 p.m. and finish before 7 a.m. will receive \$.20 over and above their base hourly rate of pay for actual hours worked.

Temporary Assignments: Building Cleaners who are assigned by the Director of Facilities to one of the following positions for more than one day will receive the additional amount for the hours worked in the assigned position.

Night Lead Senior High	\$.50
Night Lead Middle & STEM	\$.50
Truck Driver, Mail, Grounds	\$.50

will be made on July 20th of each year. Employees who retire during the school year will receive a pro-rated amount. Any employees taking more than ten (10) unpaid leave days during a single school year for reasons other than a qualifying leave will not qualify for retention pay for the school year.

Section 9 Commercial Drivers License – Bus Driver Differential:

An employee who is not regularly employed as a Bus Driver shall receive an hourly CDL differential of \$0.75 per hour for all regularly assigned hours if the employee possesses a CDL and is available to act as a substitute bus driver during the employee's regularly scheduled hours of work. The Director of Facilities and Transportation in collaboration with the Director of Human Resources and union steward will determine on an annual basis which positions are eligible for the CDL differential. The CDL differential will be paid on the second payroll in July based on the regularly assigned hours for the eligible employee from the previous fiscal year.

ARTICLE III.

PROBATION PERIODS:

All new employees shall work a probationary period, which shall consist of ninety (90) workdays of continuous service. A new employee shall not be considered a permanent employee until having successfully served this ninety (90) workday probation period. The probationary period may be extended up to an additional ninety (90) days upon mutual agreement between the union steward and the District.

Employees switching classifications within the contract will also serve a ninety (90) workday probationary period. An employee shall not be considered a permanent employee in this new position until having successfully served this probation period. In the event an employee who has switched classifications does not successfully complete the probationary period, they will be offered the next available position up to their previous classification. Classifications for purposes of this Article are defined as Specialists, Bus Drivers, Building Cleaners (or Bus Driver/Building Cleaner), and Laundry Workers.

RESIGNATION OR SEPARATION OF EMPLOYMENT :

An employee wishing to terminate employment shall give two weeks' notice when possible. An employee who fails to provide two weeks notice shall forfeit any accrued vacation time payout.

NOTICE OF LAYOFF:

An employee is to have two weeks' notice in case of layoff.

ARTICLE IV.

GENERAL EMPLOYEE INFORMATION

HOURS OF WORK:

Section 1. Work Week

The full time employees shall work a 40-hour week--five consecutive eight-hour days. The hours of the days and the days of the week, which the employees are to work, are to be scheduled by the head custodian and the administration.

Section 2. Overtime and Compensatory Time

All work in excess of forty (40) hours per week shall be paid for at the rate of time and one-half. A paid holiday or vacation day shall be the only non-work days with compensation considered for purposes of computing overtime compensation and compensatory time.

Upon mutual agreement between the supervisor and employee, compensatory time may be assigned in lieu of overtime pay. An employee may not accumulate more than forty hours of compensatory time. Compensatory time must be used within the same fiscal year (July 1 to June 30) in which it is earned. Any compensatory time that remains unused on June 30 will be paid out at the rate of time and one-half. The employee is responsible for keeping track and properly reporting all hours and time related to work.

Compensatory time is distinct from flex time. Flex time is those instances in which an employee's work schedule is adjusted between work days (e.g. working longer than scheduled on one day, but less than scheduled on another day) but the employee does not meet the forty-hour threshold for overtime pay/compensatory time.

Requests to utilize compensatory time will be reviewed by the Director of Facilities and Transportation and the number of employees absent from any one building or work area, on any given day, may be limited based on the needs as determined by the Director. An employee may appeal a request to the Director of Human Resources.

Section 3. Call Back

If called back to work for unanticipated circumstances, a minimum of two hour's pay will be allowed at the same time and one-half rate.

Section 4 Emergency Closings

- a) On days when all schools are officially closed by the Superintendent or designee, employees directed to stay home will suffer no loss of pay.
- b) The District may reassign affected employees during the closing.
- c) Employees who are required to work or who are already working when schools are closed, will be paid regular rates, and will be granted an equivalent amount of vacation. In lieu of vacation, transportation employees required to work will receive an equivalent amount of compensation.
- d) In the event of a lost contract day due to emergency closing, the district may schedule a make-up day when the employee will be expected to work his/her regular duties. Employees who are released from work on the emergency closing day, but required to work the make-up day will only receive compensation for the make-up day.
- e) In the event an employee has a prior commitment on a make-up day, previously scheduled as a non-duty day, the employee will be permitted to a vacation day, a personal leave day, if available, or take the day as an unpaid day. In the event the employee has extenuating circumstances and no remaining vacation or personal leave days, the employee may request an additional personal leave day to be allocated from accrued sick leave. Final approval for use of personal leave days and unpaid days will be at the discretion of the Director of Human Resources.

Section 5. Physical Examinations:

Physical exams will be required of staff members upon request by the District. When so required, the District will pay the cost of the examination if the staff member obtains the examination at a District designated facility using the District's physical examination form. The staff member will be reimbursed up to the amount paid by the District at its designated facility if the staff member obtains the physical exam at a facility other than that designated by the District and upon presentation of the completed physical exam form along with an itemized statement from the examining facility.

Section 6. Employee Personnel File:

Upon written or verbal request of an employee, the School District shall permit the employee to review his or her own personnel file within seven (7) working days after receipt of the request. The employee shall be permitted to attach a statement to any evaluation or discipline with which the employee disagrees. The School District shall provide a copy of documents within the personnel file upon an employee's request and without charge to the employee.

ARTICLE V.

LEAVES

Section 1. Sick Leave

- (a) Sick leave allowance of twelve (12) days per year, accumulative, shall be allowed for twelve (12) month employees. Sick leave allowance of ten (10) days per year, accumulative, shall be allowed for ten (10) month employees. Sick leave may not be used in advance of earning it.
- (b) Employees who work less than the full school year shall receive sick leave on a pro-rata basis.
- (c) An employee may use one (1) day of accumulated sick leave for each day of illness of the Employee's child who is less than eighteen (18) years old, or up to 20 years old and attending a secondary school due to an illness of or injury to the child for such reasonable periods as the employee's attendance with the child may be necessary.
- (d) An employee who has been employed by the district for the most recent 12 month period and holds a .5 full time equivalency or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent.
- (e) An employee who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE, or greater position, may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian or parents-in-law. These days will be deducted from available personal leave in Section 2.

Section 2. Personal Leave

Up to six (6) days for 12 month employees and up to five (5) days for 10 month employees in any one year of earned sick leave may be used for:

- (a) Death of a friend or relative.
- (b) Personal leave shall be granted for an appearance in court as a witness or in cases of legal action where it is mandatory that the employee be present.
- (c) One (1) day of earned sick leave may be used for personal emergency or calamity. Weather conditions may constitute a calamity or emergency. Leaves for other reasons may be granted by the Human Resources office and will result in a day's full deduction in salary.
- (d) Each employee may be granted two (2) personal leave days per year to handle important personal matters that cannot be taken care of in a regular day. Such leave must be requested in writing and have advance approval by the Human Resources office. The specific reason(s) for the leave need not be listed if the leave request is of a personal or private nature and may be waived following a consultation with the Human Resources office. Business ventures will not be considered as important personal matters. After the annual allocation identified above is used, full deduction shall be made.

Section 3. Medical Certification

The School District may require an Employee to furnish a medical certificate from a licensed medical professional as to evidence of illness, medical condition (e.g. childbirth), or accident, indicating such absence as was due to illness or injury, to qualify for sick leave pay. Such medical certificate may pertain to the Employee, child, or other individual as appropriate to the Division of Section 1, cited in the leave request. Any leave of five or more consecutive days of absence or intermittent days required to care for the same medical condition within the same school year will require a medical certificate from a licensed medical provider. The final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the Employee will be so advised.

Section 4. Jury Duty

Employees shall be granted the additional amount to make up full pay if required to serve on Jury Duty.

Section 5. Leave of Absence

An employee granted a leave of absence shall suffer no loss of seniority or job rights.

To comply with the requirements of the PERA, any employee covered by this contract wherein the accumulated sick leave is entirely used, and said staff member is not able to return to their normal duties because of illness, the Board of Education will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action.

Employees on leave without pay and who are without accrued sick leave or accrued vacation, will be assessed on a payroll deduction basis, for the cost of fringe benefits at a rate of \$21.00 per day. Bus Drivers on District paid insurance who are absent greater than 10 days in a school year will be assessed \$21.00 per day.

ARTICLE VI.

VACATIONS:

Section 1. July 1st shall be the anniversary for determining vacation accrual.

Section 2. Twelve (12) Month Employees

- (a) New employees will be granted a prorated number of vacation days through June 30th, during the first year of employment, based on a two-week period.
- (b) 10 days will be granted after having completed one full year beginning July 1st.
- (c) 13 days after five years
- (d) 14 days after six years
- (e) 15 days after seven years
- (f) 16 days after eight years
- (g) 16 days after nine years
- (h) 17 days after ten years
- (i) 17 days after eleven years
- (j) 18 days after twelve years
- (k) 19 days after thirteen years
- (l) 20 days after fourteen years
- (m) 21 days after fifteen years and beyond

Section 3. Ten (10) Month Employees

- (a) New employees will be granted a prorated number of vacation days through June 30th, during the first year of employment, based on a two-week period.
- (b) 8 days will be granted after having completed one full year beginning July 1st.

- (c) 10 days after five years
- (d) 11 days after six years
- (e) 12 days after seven years
- (f) 13 days after eight years
- (g) 13 days after nine years
- (h) 14 days after ten years
- (i) 14 days after eleven years
- (j) 15 days after twelve years
- (k) 15 says after thirteen years
- (l) 16 days after fourteen years and beyond
- (m) Those employed for a ten-month position shall take five of their vacation days during the Winter and Spring breaks and the remainder before the termination of their year's work.

Section 4. Vacation requests will be reviewed by the Director of Facilities and Transportation and the number of employees absent from any one (1) building or work area, on any given day, may be limited based on the needs as determined by the Director. An employee may appeal denial of a request to the Director of Human Resources.

Section 5. An employee resigning from the system shall receive earned vacation on a prorated basis to the date of termination provided that two weeks written notice is given to the employer.

Section 6. An employee retiring during the interim for reasons of disability or normal retirement shall be entitled to a prorated earned vacation.

Section 7. Vacation may not be used in advance of earning it.

Section 8. Vacation days may accrue to a maximum of 30 days, otherwise they will be forfeited. Employees will be given a 30 calendar days written notice before they will forfeit days pursuant to this provision.

ARTICLE VII.

HOLIDAYS:

There shall be twelve paid holidays for twelve month employees. Ten month employees will be paid for the holidays which fall within their normal work calendar. The following twelve are designated holidays:

Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Two Winter Break Holidays, Two New Year's Holidays, Martin Luther King Jr.'s Day, President's Day, One Spring Holiday and Memorial Day.

In the event that any of the above referenced holidays fall on a regularly scheduled work day, consistent with the school calendar, an alternative day will be designated by the employer.

ARTICLE VIII.

SENIORITY:

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees, and in consideration of advancement or promotion (if the employee is qualified). Seniority date will be based on the original date of employment within the employee's classification. Employees with continuous service hired into a higher classification will receive a new seniority date in the new classification while retaining their prior seniority date in the previous classification. Seniority lists among classifications will not be co-mingled. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid-off employee with the most continuous service shall be recalled first. Former employees will be allowed two weeks to return to work after recall. If a former employee elects not to return to work when recalled, that person's seniority rights shall be lost. Employee seniority rights will terminate after two years of layoff.

Seniority of the building cleaners, bus driver/building cleaners and other full time employees shall not be co-mingled. Layoffs of building cleaners and bus driver/building cleaners shall be based on seniority within the building cleaner and bus driver/building cleaner classifications. Last hired shall be the first laid off. If any opening subsequently occurs, the laid off employee with the most continuous service shall be recalled first. In the event a building cleaner or bus driver/building cleaner is promoted to another position, seniority and credit for step advancement will begin on the first day of employment in the new position. Employee seniority rights will be terminated after two years of layoff.

In the event a building cleaner or bus driver/building cleaner is promoted to another classification covered by this contract and is laid off, the building cleaner or bus driver/building cleaner shall retain all seniority accrued as a building cleaner for the purpose of displacement rights on the building cleaner seniority list.

ARTICLE IX.

VACANCIES:

New positions or vacancies will be posted on the district website for a period of five (5) working days. The posting shall include the hours for that position.

The leading candidates whose background and abilities best meet the requirements of the posted position will be called in for an interview by the Director of Facilities and

Transportation or designee. The Union Steward shall be included in interviews where the Director of Facilities and Transportation deems it appropriate.

The Director of Facilities and Transportation, utilizing the various data which have been made available, will recommend the leading candidate to the Superintendent of Schools.

A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor and the appropriate steward.

Any internal applicant not granted a position has the right to request through the union steward the reasoning behind the administration's decision with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job posting.

ARTICLE X.

BENEFITS

Section 1. Eligibility

- (a) An employee must be assigned to work more than 14 hours per week and complete 30 calendar days of employment in order to be eligible to enroll in the District's fringe benefit programs. The employee will be eligible for benefits on the 1st of the month following the completion of the 30 days referred to above.
- (b) An employee must pay the employee's portion of premium for medical/dental coverage one (1) month in advance, if the employee's earnings are not sufficient to cover any monthly premium amount which exceeds the District's maximum contribution.
- (c) Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for medical and dental benefits. The monthly district contribution will be provided according to the number of hours assigned of the 40 hour week. If the premium for the medical plan selected is less than the maximum district contribution specified in Section 2., then the monthly premium will be prorated according to the number of hours assigned of the 40 hours week.

Section 2. Medical Benefits

- (a) The School District shall provide a program of single and dependent hospitalization-major medical benefits. The District will select the insurance carrier and policy after considering the recommendations of the Medical and Dental Benefits Committee. Any modifications to the deductible amounts and plan options during the term of the contract may be agreed upon via a Memorandum of Agreement between SEIU 284 and the District.
- (b) Participation in the School District insurance program is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept any or all portions of the program.
- (c) The District shall offer at least one deductible medical benefit plan coupled with a VEBA Trust. Each employee who chooses to enroll in a deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the deductible/VEBA plan offered by the District:
 - 1. **Single Coverage:** The District shall pay the full cost of the single premium for the deductible plan. For information purposes only, this is the plan identified as Plan A during the 2022-2023 school year. In addition, the District will make a \$1,000 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.
 - 2. **Dependent Coverage:** Effective July 1, 2022, the District shall pay \$1,280.00 per month toward the cost of the dependent premium for the deductible plan. Effective July 1, 2023, the District shall pay \$1,300 per month toward the cost of the dependent premium for the deductible plan. In addition, the District will make a \$1,250 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.
 - 3. The employer will contribute up to \$6.00 per month to the VEBA trust for administrative fees for all individuals employed by the District and covered by this master agreement at the time the administrative fee is due. Individuals not employed at the time of the administrative fee charge will have the fee deducted from the VEBA account.
- (d) Each employee enrolled in the program shall contribute any premium amount which exceeds the District maximum contribution. Enrollment in the program shall be on an annual basis.

- (e) An employee who retires with at least 15 continuous years of service in Richfield and who is at least age fifty-five (55) may continue to participate in the District Hospitalization-Major Medical program. An employee who retires will also be allowed to continue in the District Dental program. For employees hired prior to January 1, 2011, the District contribution for retired employees participating in Hospitalization-Major Medical and Dental programs will be adjusted so that it is the same for retired employees as it is for active employees. Any additional premium cost must be paid by the retiree and will be increased annually. This provision shall apply until the individual becomes eligible for another employers, or any other health plan, or according to the following schedule, whichever comes first.

Completion of 15 years in Richfield	48 months
Completion of 20 years in Richfield	60 months
Completion of 25 years in Richfield	72 months
Completion of 30 years in Richfield	120 months

- (f) For Facilities and Transportation personnel hired after December 31, 2010 the District will contribute toward a post-employment Health Reimbursement Account (HRA) established for the individual with a third party administrator identified by the District. Funds will accrue in the individual's account and become available to the employee at time of separation from the District. The District will make contributions to the account as follows:

1. \$2,500 at the completion of 10 years in the District; and
2. \$250 at the completion of each additional year of experience in the District.
3. The amounts above in 1. and 2. will be prorated based on the employee's FTE for the period covered.
4. The District makes no representations or guarantees regarding the tax qualified status of any Health Care Savings Plan selected.

Section 3. Income Protection

- (a) The School District shall make available to all full time employees a Long-Term Disability (LTD) insurance program. Benefits shall begin after the seventy-eighth (78th) calendar day of total disability. Acceptance of this provision is voluntary on the part of the employee but no additional compensation will be made to those who choose not to accept coverage.

- (b) The district will pay the cost of the Long-Term Disability (LTD) insurance to a maximum of three hundred ninety two (\$392) dollars effective July 1, 2008. The employee will pay the balance.
- (c) The District will continue to pay the district contribution toward the premium amounts for medical and dental insurance coverage for a period of twenty-four (24) months from the date of disability for those individuals on long term disability who were participating in those programs at the time of their disability. After the twenty-fourth month on long term disability, the district contribution toward the health insurance premium shall equal the cost of the single premium for the high deductible plan for medical insurance and premium for dental insurance. Contributions toward these insurances will continue until the individual becomes eligible for Medicare or Medicaid benefits.
- (d) A disabled employee shall retain job rights for a maximum of two (2) years from the date of disability if the employee continues to be disabled. The disabled employee will be obligated to inform the District, on a form sent to the employee each year by the District, of the employees desire to retain job rights as provided herein.

Section 4. Dental Insurance

The School District will purchase dental insurance for all full time custodial employees and their dependents. The District shall contribute to a maximum of \$59.00 effective July 1, 2022 for a plan based on a composite bid quotation. If the composite cost exceeds the District contribution, the excess amount shall be prorated on a monthly basis among the employees with dependent coverage.

Section 5. Life Insurance

Full time employees will receive one times their salary to the nearest \$500 in term life insurance.

Section 6. Tax Shelter Annuities

- (a) All personnel may participate in the Tax Sheltered Annuities program. Bus drivers may participate with contributions and matching based on the employee's regularly scheduled hours.
- (b) All employees who wish to enter the Tax Sheltered Annuity program for the first time, on a non-matching basis, must complete the District and company forms provided for this purpose and must submit the District forms to the Human Resources office. Entry into the program may occur at any time. The District Tax Sheltered Annuity Form must be completed

and returned to the Human Resources office at least thirty (30) days before the payroll date on which tax deduction is to begin.

- (c) An employee who has filed the District Tax Sheltered Annuity program form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or cancelled. A new form will be needed each year only if the individual wishes to make a change in the present plan, i.e., carrier, dollar amount or percentage.
- (d) The District will contribute on a matching basis up to 1% of salary for employees beginning after five (5) years of employment and up to 2% of salary upon completion of eight (8) years of employment. Initial entry or re-entry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Sheltered Annuity form is submitted to the Human Resources office 30 days in advance.

ARTICLE XI.

RETIREMENT:

Section 1. Incentives for Retirement

- (a) An individual who has at least ten years of credited experience in the Richfield Public Schools and who is at least age fifty-five (55) shall receive severance pay upon resignation. The amount of severance pay shall be based on the individual's accrued sick leave. Accrued sick leave shall mean the number of days the individual has accumulated at the effective date of retirement. The individual's severance pay shall be the sum of the applicable amounts determined by the provisions of both Subdivisions (b) and (c).

Severance pay is considered earned only after the employee completes active employment through the Board approved retirement date.

- (b) The individual shall multiply accumulated sick leave by the appropriate percentage indicated below. The product of this multiplication shall then be multiplied by ninety-five (\$95.00) dollars for the years 2022-2023 and 2023-2024 to determine the severance pay for this Subdivision. In no case, however, shall the benefit from this Subdivision exceed twelve thousand (\$12,000) dollars.

90% of accrued sick leave

- (c) An individual who has at least fifteen (15) years of credited experience in the Richfield School District shall be paid the following amount based upon the definition in Subdivision (a).

\$4,500

- (d) The above benefit will be prorated for part-time employees in relationship to the number of hours worked, for example:
- | | |
|----------------------|----------|
| eight hour personnel | 8/8 |
| seven hour personnel | 7/8 |
| six hour personnel | 3/4 etc. |
- (e) The individual shall receive the amount of severance pay within thirty (30) days of the last date of employment by the District.

The full amount of severance pay a retiring employee is eligible to receive herein shall be contributed into a 403b supplemental retirement account established by the employee, exclusively for the purpose of receiving such payment (the "severance 403b"). Such a contribution shall be consistent with the applicable IRS rules on annual additions to tax-deferred accounts. The employee will not receive any direct payment from the school district for severance pay.

If an individual dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lack of same, to the deceased's estate.

- (f) The provisions of the Richfield Public School Incentive for Retirement shall apply to resignations for retirement for 2020-2021 and 2021-2022.

ARTICLE XII.

GRIEVANCE PROCEDURE:

Section 1. **Definition:**

A grievance shall mean a written complaint by an employee, group of employees, or the union that there has been a violation, misinterpretation, or misapplication of this agreement.

Section 2. **Timeliness:**

Within fifteen (15) working days following knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement,

failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step; likewise, failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of the decision at that step. The time limits for decision or appeal are as follows:

Step 1 - five (5) working days

Step 2 - ten (10) working days

Step 3 - ten (10) working days

Decision or appeal should be completed as soon as possible but shall not exceed the time limit specified.

Section 3. Steps:

Step 1: The cognizant supervisor. The cognizant supervisor shall be the individual directly responsible for the operation of the department in which the grievant works and/or the Director of Facilities and Transportation.

Step 2: The Director of Human Resources or designee.

Step 3: The Superintendent of Schools or designee.

Step 4: Arbitration under the Public Employment Labor Relations Act incorporating the use of one arbitrator; the arbitrator's award being final and binding upon the parties.

Section 4. Union Representation, Intervention and Initiation:

All employees shall have the right of union representation at each step. The union shall have the right to intervene and present its position at any step in the grievance procedure. The union itself may initiate a grievance on any matter affecting the application or interpretation of this Agreement.

Section 5. Reprisals:

No reprisals shall be invoked against any employee for processing a grievance.

Section 6. Cost of Transcript:

The cost of a transcript of the arbitration shall be borne by the party demanding the transcript. If no demand is made, but a transcript is required, the cost shall be shared equally by the parties involved.

ARTICLE XIII.

BUS DRIVERS:

This article defines the terms and conditions of employment for the classification of bus drivers who work in excess of 14 hours per week or more. No bus driver, hereinafter referred to in Article XIII as "part-time drivers", shall be eligible for any leave or benefit of any nature, except as specifically provided in Article III PROBATIONARY PERIODS, RESIGNATION OR SEPARATION OF EMPLOYMENT, NOTICE OF LAYOFF, Article IV, Section 2 Overtime, Section 6 Employee Personnel File, Article V, Section 4. JURY DUTY, Article V, Section 5. LEAVE OF ABSENCE, Article X, Section 6, TAX SHELTER ANNUITIES, Article XII GRIEVANCE PROCEDURE or Article XIII BUS DRIVERS .

Section 1. Seniority:

Seniority of the part-time bus drivers and full time employees shall not be co-mingled. Layoff of part-time bus drivers shall be based on seniority within the part-time classification. Last hired shall be the first laid off. If any opening subsequently occurs, the laid off employee with the most continuous service shall be recalled first. In the event a part-time bus driver is promoted to a full time position, seniority and credit for the step advancement will begin on the first day of employment in the full time position. Employee seniority rights will be terminated after two years of layoff.

Section 2. Part-Time Assignments:

Any necessary reduction of full time drivers will be accomplished through attrition whenever possible.

Section 3. Wages:

Effective July 1, 2022, the following pay schedule will apply to bus drivers. Note: a Bus Driver with a CDL will be paid at the Driver – CDL rate regardless of the type of vehicle the employee is assigned to drive as long as the employee is available to be assigned a vehicle the requires the CDL – Bus Driver License.

Type III/Training	2022-2023	2023-2024
Step 1	\$21.75	\$22.75
Step 2	\$22.25	\$23.25

Drivers – CDL License	2022-2023	2023-2024
Step 1	\$23.00	\$24.00
Step 2	\$24.00	\$25.00
Step 3	\$25.00	\$26.00
Step 4	\$26.00	\$27.00

Section 4. Longevity Pay

Employees shall receive additional compensation over and above their hourly base rate of pay as listed below.

2022-2024	After ten (10) years of continuous service in the unit	\$.20
	After fifteen (15) years of continuous service in the unit	\$.30
	After twenty (20) years of continuous service in the unit	\$.40

Section 5. Medical Benefits and Dental Insurance

Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for hospitalization-major medical as described in Article X, Section 1. (a), (b), (c), dental insurance as described in Article X, Section 3. and eligibility as described in Article X, Section 1. of this agreement. The monthly district contribution for these two benefits will be prorated in accordance with their regularly scheduled hours . If the premium for the hospitalization-major medical insurance selected is less than the maximum district contribution specified in Section 1, then the monthly district contribution will be a proration of the actual premium.

No additional compensation will be made to those who choose not to accept any or all portions of these programs.

Section 6. License

Any regularly assigned Bus Driver who keeps a valid school bus driver endorsement for the entire school year and agrees to drive when asked will be paid \$80 on the second payroll in July following the conclusion of that school year.

Section 7. Incentive Pay

Effective July 1, 2016, part time bus drivers who work for the entire year, and who have no more than fifteen (15) approved unpaid leave days during the year, will be paid \$100 on the second payroll in July following the conclusion of that school year.

Section 8. Holidays

Part time Bus Drivers will be paid for the following two (2) holidays: New Year's Day and Memorial Day.

Section 9. Paid Time Off (PTO)

Bus Drivers with regularly assigned routes for the school year will be provided Paid Time Off (PTO) based upon the following schedule. Upon completion of one year of service, drivers will receive one PTO day. Upon completion of two years of service, drivers will receive two PTO days. Upon completion of three years of service, drivers will receive a total of four PTO days. Days may accumulate up to fifteen (15) total PTO days. To ensure that annual end-of-year balances do not exceed 10 days, employees with more than 10 days of earned and accrued PTO must take up to 5 days of PTO during non-student contact days in any given year, as long as their accrual does not drop below 10 days. PTO "days" will be entered as hours, based on the average number of hours the employee was assigned to drive regular routes in the prior school year. Employees who only work a partial year will have the hours pro-rated based on the calendar worked during the previous year.

PTO time may accumulate up to 90 hours. To ensure that annual end-of-year balances do not exceed 60 hours, employees with more than 60 hours of earned and accrued PTO must take up to 30 hours of PTO during the non-student contact days in any given year, as long as their accrual does not drop below 60 hours.

A Bus Driver will be permitted to utilize PTO in increments of the lesser of two hours or the time of an assigned partial-day route. The District may approve use of PTO in smaller increments.

FACILITIES & TRANSPORTATION CONTRACT DOCUMENT AUTHORIZATION

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

For: SEIU Local 284
450 Southview Blvd.
South St. Paul, Minnesota 55075

For: Richfield Public Schools #280
7001 Harriet Avenue South
Richfield, Minnesota 55423




Union Representative



Board of Education Chairman



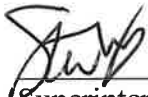
Union Representative



Board of Education Clerk



Union Representative



Superintendent of Schools

Dated this 1 day of Feb., 2022

Dated this 19 day of Dec., 2022

THIS AGREEMENT shall be in force from July 1, 2022, through June 30, 2024, and shall continue as is from year to year unless either party shall notify the other in writing sixty (60) days prior to expiration date of their desire to re-open negotiations.