

**2010-11/2011-12**

**Master Agreement  
between  
School Board of Independent School District 282**

**and**

**School Service Employees, Local 284  
Custodians**

## TABLE OF CONTENTS

ARTICLE I - Purpose Of Contract.....	1
Section 1. Parties .....	1
ARTICLE II - Recognition Of Exclusive Representative .....	1
Section 1. Recognition.....	1
Section 2. Appropriate Unit.....	1
ARTICLE III - Definitions .....	1
Section 1. Terms and Conditions of Employment.....	1
Section 2. Description of Appropriate Unit.....	1
Section 3. School Board .....	1
Section 4. Other Terms.....	1
ARTICLE IV - School Board Rights .....	1
Section 1. Inherent Managerial Rights .....	1
Section 2. Management Responsibilities.....	1
Section 3. Effect of Laws, Rules and Regulations.....	2
Section 4. Reservation of Managerial Rights .....	2
ARTICLE V - Union Rights.....	2
Section 1. Right to Views .....	2
Section 2. Right to Join .....	2
Section 3. Request for Dues Check-Off .....	2
Section 4. Fair Share Fee.....	3
ARTICLE VI - Insurance .....	3
Section 1. Life Insurance .....	3
Section 2. Income Protection.....	3
Section 3. Hospitalization.....	3
Section 4. Tax Sheltered Annuity .....	3
Section 5. Dental Insurance .....	4
Section 6. Mileage .....	4
Section 7. Payroll Deductions .....	4
Section 8. Voluntary participation.....	4
Section 9. Claims Against the School Board.....	4
Section 10. Eligibility .....	4
Section 11. Duration of Contribution .....	4
ARTICLE VII - Salaries.....	4
Section 1. Rates of Pay .....	4
Section 2. Hourly Rate .....	5
Section 3. Work Shifts and Shift Premium.....	5
Section 4. License Pay.....	5
Section 5. Uniform Allowance .....	5
Section 6. Boiler License Requirements for Custodians .....	6
Section 7. Anniversary Date .....	6
Section 8. Pay Day .....	6
Section 9. Step Advancement.....	6
Section 10. Substitution for Specialist.....	6
Section 11. Call-Back Pay .....	6
Section 12. Longevity Pay.....	6
ARTICLE VIII - Paid Absence .....	6
Section 1. Annual Leave (Vacation).....	6
Section 2. Sick Leave .....	7

Section 3. Personal Leave.....	7
Section 4. Worker's Compensation Policy .....	8
Section 5. Jury Duty .....	9
Section 6. Holidays.....	9
Section 7. Eligibility.....	9
Section 8. Bereavement Leave .....	9
ARTICLE IX -Unpaid Leaves Of Absence.....	9
Section 1. Child Care Leave.....	9
Section 2. Leave of Absence Without Pay .....	10
Section 3. Leave of Absence for Disability .....	10
Section 4. Failure to Return from Leave .....	10
Section 5. Continuation of Insurance .....	10
ARTICLE X - Hours Of Work.....	11
Section 1. Normal Work Day .....	11
Section 2. Normal Work Week.....	11
Section 3. Split Shifts .....	11
Section 4. Lunch Period .....	11
Section 5. Building and Boiler Checks.....	11
Section 6. Dangerous Work.....	11
Section 7. Overtime .....	11
Section 8. Work Schedules.....	12
Section 9. Compensatory Time .....	12
ARTICLE XI - Absences From Work.....	12
Section 1. Employee Notification.....	12
Section 2. Resignation .....	12
Section 3. Absence Without Pay .....	12
ARTICLE XII - Retirement.....	13
Section 1. Options .....	13
Section 2. Hospital Insurance .....	14
ARTICLE XIII - Grievance Procedure .....	14
Section 1. Definition .....	14
Section 2. Procedure .....	14
Section 3. Arbitration.....	14
ARTICLE XIV - Miscellaneous Terms And Conditions .....	15
Section 1. Probationary Period.....	15
Section 2. Posting .....	15
Section 3. Posting of Temporary Vacancy .....	15
Section 4. Lay-off.....	16
Section 5. Inclement Weather.....	16
ARTICLE XV - Discipline.....	16
Section 1. Discipline for Just Cause .....	16
Section 2. Grievance Procedure.....	16
Section 3. Notice of Resignation .....	16
Section 4. Notice of Termination .....	16
ARTICLE XVI - Duration.....	17
Section 1. Term and Reopening Negotiations .....	17
Section 2. Effect .....	17
Section 3. Finality.....	17
Section 4. Severability.....	17

## **ARTICLE I - Purpose of Contract**

Section 1. Parties: This Contract, entered into between the School Board of Independent School District No. 282, St. Anthony, Minnesota, hereinafter referred to as the School Board, and the School Service Employees, Local No. 284, 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 during the duration of this Contract.

## **ARTICLE II - Recognition of Exclusive Representative**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the School Service Employees Union, Local 284 as the exclusive representative of custodial employees employed by the School Board. The Union shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Contract.

Section 2. Appropriate Unit: The Union shall represent all such employees of the School Board contained in the appropriate unit as defined in Article III, Section 2 of this Contract and as certified by the Director of the Bureau of Mediation Services (Case No. 76-PR-1086-A).

## **ARTICLE III - Definitions**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits and personnel policies affecting the working conditions of the employees that are established by this Contract.

Section 2. Description of Appropriate Unit: For the purpose of this Contract, the term *employee* shall mean all custodial personnel employed by the School Board excluding supervisory employees, confidential employees, part-time employees whose employment does not exceed the lesser of 14 hours per week or 35 percent of the normal work week, or temporary employees employed for less than 67 work days per calendar year.

Section 3. School Board: Shall mean the School Board of Independent School District No. 282 or its designated representative.

Section 4. Other Terms: Terms not defined in this Contract shall have those meanings as defined by the P.E.L.R.A.

## **ARTICLE IV - School Board Rights**

Section 1. Inherent Managerial Rights: The Union recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the function and programs of the School Board, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, and number of personnel.

Section 2. Management Responsibilities: The Union recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal

limitations and with the primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The Union recognizes that all employees covered by this Contract shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. The Union also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract. The School Board, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State. Any provision of this Contract found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Contract are reserved to the School Board.

## **ARTICLE V - Union Rights**

Section 1. Right to Views: Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or the representative of any employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union.

Section 2. Right to Join: The School Board agrees that all employees shall have the right to join or not to join the Union. The School Board will not discriminate for or against any employee with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in the Union.

Section 3. Request for Dues Check-Off:

*Subd. 1.* Employees shall have the right to be allowed the check-off of Union dues, in accordance with the P.E.L.R.A.

*Subd. 2.* The check-off of dues may be terminated by an employee upon 30 calendar days written notice to the School Board to stop deductions. Deductions shall be made each month and transmitted to the Union together with a list of names of the employees from whom deductions were made.

*Subd. 3.* The Union hereby warrants and covenants that it will defend, indemnify and save the School Board harmless from any and all, actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Union as provided herein.

Section 4. Fair Share Fee: Upon the written request of the Union, the School Board shall deduct a fair share fee as certified by the Union, from the paycheck of any employee who is not a member of the Union, in accordance with the P.E.L.R.A.

## **ARTICLE VI - Insurance**

Section 1. Life Insurance: The School Board shall provide each eligible employee, group life insurance coverage in the amount of \$50,000. The group life insurance policy will provide a \$100,000 benefit in the event of an accidental death.

Section 2. Income Protection: The School Board shall provide each eligible employee, group income protection coverage subject to the following conditions:

*Subd. 1.* The policy shall have a 90 continuous calendar day waiting period before benefits begin.

*Subd. 2.* The policy shall provide a benefit of 2/3 of the employee's monthly salary to a maximum of \$2,000 per month. In no case shall the employee's total net compensation while on disability exceed the normal net compensation of the employee.

*Subd. 3.* The policy shall provide for benefit payments to an age in compliance with the Age Discrimination Employment Act or to termination of the disability, whichever occurs first.

Section 3. Hospitalization: For the 2010-11 and 2011-12 school years, a hospitalization plan with surgical, major medical, and clinical coverage will be provided with a District contribution following Article X, Section C of the teachers' contract.

The District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible /VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District.

*Subd. 1* Single coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make a \$400 annual contribution to the employee's VEBA Account.

*Subd. 2* Dependent Coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make a \$800 annual contribution to the employee's VEBA Account.

*Subd. 3* Timing of Deposits: Deposits to the VEBA accounts will be made on a monthly basis.

*Subd. 4* Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.

Section 4. Tax Sheltered Annuity: Employees may voluntarily participate at their cost, in a School Board approved tax sheltered annuity program. The School Board shall not contribute on behalf of any employee toward a sheltered annuity program. Additions, adjustments, or cancellations of Tax Sheltered Annuity programs will be made once annually between August 1 and September 1 of each year.

Section 5. Dental Insurance: The Board shall establish and maintain a dental insurance plan for all eligible employees during the 2010-11 school year according to the rates below. For the 2011-12 school year, the District and employee will share equally (50/50) any increase in total monthly premium above the district's rate. The District's contribution for 2011-12 shall be equal to the District's base rate plus 50% of any increase beyond the total monthly premium as follows:

	<b>Base District Rate</b>	<b>Base Rate Employee</b>	<b>Total Monthly Premium</b>
Single	\$40.00	-0-	\$32.88
Family	\$77.74	\$8.64	\$86.38

Section 6. Mileage: Custodians who are required by the School District to use their personal automobile in the performance of assigned duties shall be reimbursed for all such travel in accordance with School Board Policy.

Section 7. Payroll Deductions: The difference between the monthly premium cost of the group insurance plan (single or family) and the School Board's contribution established by Section 3 of this Article, shall be paid by enrolled employees through payroll deduction.

Section 8. Voluntary Participation: Participation by any eligible employee in the insurance plans established by this Article is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu thereof.

Section 9. Claims Against the School Board: The School Board and the Union 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 policies contracted by the School District and an insurance carrier pursuant to this Article. The School Board's obligation is to contract for insurance policies and to contribute such amounts as established by this Article.

Section 10. Eligibility: To be eligible for the insurance contributions established by this Article, an employee must be employed for a normal work week of thirty (30) hours or more.

Section 11. Duration of Contribution: Board contributions established by this Article shall cease the day following an employee's discharge, resignation, retirement, lay off, death, or exhaustion of paid absence benefits established by Article VIII. An employee taking early retirement under Article XII shall receive benefits as stated in Article XII.

## **ARTICLE VII - Salaries**

### Section 1. Rates of Pay:

*Subd. 1. Custodial Schedule Effective 7-1-10*

<b>2010-11</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Class I	\$15.72	\$17.92	\$20.17	\$22.43
Class II	\$15.97	\$18.25	\$20.53	\$22.81
Class III	\$16.10	\$18.40	\$20.72	\$23.00
Class IV	\$16.39	\$18.73	\$21.05	\$23.40
Class V	\$17.24	\$19.71	\$22.17	\$30.57

<b>2011-12</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Class I	\$15.88	\$18.10	\$20.37	\$22.65
Class II	\$16.13	\$18.43	\$20.74	\$23.03
Class III	\$16.26	\$18.58	\$20.93	\$23.23
Class IV	\$16.55	\$18.92	\$21.26	\$23.63
Class V	\$17.41	\$19.90	\$22.39	\$30.88

*Subd. 2 Job Classifications:* Maintenance employees will be compensated in accordance with the following pay classes:

- Class I - Custodian
- Class II - District Grounds Keeper, H. S. Mechanical Engineer
- Class III - Elementary Mechanical Engineer, HS/MS Night Lead worker
- Class IV - HS/MS Leader Worker/Mechanical Engineer
- Class V - Director - Custodial Services

For purposes of this subdivision, part-time shall mean 30 hours/week or less.

**Section 2. Hourly Rate:** An employee's hourly rate shall be calculated by dividing the employee's monthly salary (base, specialist differential and shift premium by 173-1/3). .

**Section 3. Work Shifts and Shift Premium:**

*Subd. 1.* A work shift shall consist of 8 hours of work designated as follows:

- 1.1 1<sup>st</sup> shift - a shift starting between 6 a.m. and 11 a.m.
- 1.2 2<sup>nd</sup> shift - a shift starting at 11 a.m. or later

*Subd. 2.* A shift premium shall be paid in accordance with the following:

- 1.1 2<sup>nd</sup> shift - \$35.00 per month shift differential

**Section 4. License Pay:** Custodians shall receive the following pay according to the license(s) they hold with prior approval from the Superintendent. Licenses held on or before July 1, 2008, will automatically receive compensation.

- \$ 0.05 per hour Special Engineers License
- \$ 0.10 per hour Class II Boilers License
- \$ 0.15 per hour Class I Boilers License
- \$ 0.20 per hour Chiefs Boilers License
- \$ 0.20 per hour Pool License
- \$ 0.20 per hour Pesticide License

**Section 5. Uniform Allowance:** Employees shall be provided a yearly uniform allowance, not to exceed \$140.00 to purchase required and approved uniform apparel. Required uniforms include designated shirts, five (5) shall be provided by the district for the 2010-11 school year, and an additional three (3) shirts shall be provided by the district for the 2011-12 school year, pants to be blue denims (jeans) and/or designated district uniform pants. Shoes should have a slip resistant sole. Unacceptable footwear includes moccasins, slippers, and sandals. Acceptable attire may include work boots, slip resistant shoes, jackets, gloves, hats and other inclement weather clothes.

**Section 6. Boiler License Requirements for Custodians:** In order to move from Step 2 to Step 3 on the Salary Schedule, all Class I through Class II employees covered by this Contract must possess, and thereafter maintain, a Special Engineers License. The School Board will reimburse eligible employees for the cost of obtaining appropriate boiler licensure. Employees must submit proof of

licensure and payment of fee in October of each year. Appropriate Boiler Licensure means Special Engineers, Class 2, Class 1 or Chiefs.

Section 7. Anniversary Date: The exact day of employment with the School Board shall be considered the employee's anniversary date in all instances pertaining to vacations and seniority.

Section 8. Pay Day: Employees shall be paid on the 15<sup>th</sup> and last day of each month.

Section 9. Step Advancement: Employees shall advance on the Salary Schedule in accordance with the following:

*Subd. 1.* All employees not on the top of the salary schedule in one of the five (5) classes will be granted an annual step increase on their anniversary date of hire.

*Subd. 2.* For less than 12 month employees, advancement from step to step on the Salary Schedule will be made when employees have compiled 2,080 compensated hours of employment, provided the provisions of Article VII, Section 5, are complied with.

Section 10. Substitution for Specialist: Employees assigned by the School Board to a Specialist's position shall receive the rate of pay of the position following 8 or more consecutive hours of work in the Specialist position.

Section 11. Call-Back Pay: Employees who are required to return to the job site after the completion of a normal work day will receive a minimum of two (2) hours compensation.

Section 12. Longevity Pay:

After 5 years of service to the District, employees will receive an additional \$.10/hr.

After 10 years of service to the District, employees will receive an additional \$.20/hr.

After 15 years of service to the District, employees will receive an additional \$.30/hr.

After 20 years of service to the District, employees will receive an additional \$.40/hr.

After 25 years of service to the District, employees will receive an additional \$.50/hr

## **ARTICLE VIII - Paid Absence**

Section 1. Annual Leave (Vacation):

*Subd. 1.* Eligible employees shall earn annual leave in accordance with the following:

<u>Years of Employment</u>	<u>Hours Earned Per Month</u>
Start of employment through five years	6-2/3 hours
Start of the 6 <sup>th</sup> year of employment through ten years	10 hours
Start of 11 <sup>th</sup> year of employment through 18 years	14 hours
Start of the 19 <sup>th</sup> year of employment & thereafter	16-2/3 hours

1.1 Hours earned are based on a 40 hour normal work week. Employees who resign or are dismissed during the first 90 calendar days of their employment (probationary period) shall not earn vacation.

1.2 Vacation is granted with full pay and benefits.

1.3 Earned vacation for employees who do not work 12 months during a fiscal year (July 1 - June 30) will be prorated based on a work year of 2,080 hours.

1.4 Annual leave may not be accumulated in excess of 45 days effective with the 2002-03 school year.

*Subd. 2.* Vacations shall be granted at those times that do not interfere with the normal operation of the schools.

## Section 2. Sick Leave:

*Subd. 1.* Sick leave with pay shall be granted to eligible employees in the amount of twelve (12) days per year for absences necessitated by:

- 1.1 The illness or injury of an employee which prevents the adequate performance of job duties and responsibilities;
- 1.2 The serious illness of a member of the employee's immediate family for which other reasonable arrangements for care cannot be made; or
- 1.3 The death of a member of an employee's immediate family.

*Subd. 2.* The Superintendent has the right to verify the use of sick leave by requiring the submission of a written report of a medical authority.

*Subd. 3.* For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, significant other, parents of significant other, or children of significant other.

*Subd. 4.* The amount of time granted due to a death in an employee's immediate family shall be determined at the discretion of the Superintendent.

*Subd. 5.* Unused sick leave may be accumulated to a maximum of 120 days.

*Subd. 6.* Sick leave for employees who do not work 12 months during a fiscal year (July 1 - June 30) will be pro-rated based on 1 day of sick leave for each month of employment.

*Subd. 7.* Employees who do not utilize a sick leave day during any twelve month period from July 1 of one year to June 30 of the subsequent year shall receive the employee's choice of:

- 7.1 Two additional paid vacation days to be utilized within the next year following the base year, or
- 7.2 An additional salary amount of \$150.00 to be paid on August 15 of the year immediately following the base year.

*Subd. 8.* Sick leave taken for death of father, mother, spouse, child, sibling, grandmother, grandfather, father-in-law or mother-in-law shall not detract from rewards granted under Subd. 7A & 7B.

Section 3. Personal Leave: Three (3) personal leave days shall be granted each normal school year for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized under other paid leave provisions. Such days shall be granted by the superintendent according to the following guidelines:

*Subd. 1.* A satisfactory explanation and prior approval by the superintendent shall be necessary if the personal leave day requested falls on a day immediately preceding or following school calendar holidays and scheduled recess periods.

*Subd. 2.* Personal leave days taken at other times shall require no explanation. The employee shall, however, state in writing prior to the absence that the leave is to be taken for important personal business, not of a recreational nature, and cannot be conducted on a non-duty day.

*Subd. 3.* In emergency situations, written request for personal leave may be submitted after the fact. It is understood that the employee will assume the responsibility in such an emergency of notifying their supervisor at the earliest possible time.

*Subd. 4.* Examples of some legitimate claims for personal leave:

- Closing procedures for sale or purchase of home.
- Urgent legal matters or matters related to the settlement of a relative's estate.
- Special examinations administered by universities in connection with degree programs.
- Religious observances.
- Pallbearer or funeral service of close relative, or very close friend, not covered by other paid absence provisions.
- Weddings in immediate family or attendant at a wedding of a close friend.

*Subd. 5.* Examples of some situations which will not receive approval for personal leave with pay:

- Personal recreation activities.
- Interview and examination for other positions outside of the system.
- Convention attendance with spouse.
- Activities which are for profit or pay.

*Subd. 6.* Under no circumstances may personal leave be used to engage in a strike, picketing, bannering or in any other concerted activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.

*Subd. 7.* Employees may accumulate personal leave days to a maximum of three (3) days.

*Subd. 8.* Employees may cash out up to one (1) personal leave day a year at their current hourly rate.

#### Section 4. Worker's Compensation Policy:

*Subd. 1.* Upon the request of an employee who is absent from work as a result of a compensable injury or illness under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received pursuant to the Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation.

*Subd. 2.* A deduction shall be made from the employee's earned accrual of vacation or sick leave according to the pro-rata portion of sick leave or vacation days which are used to supplement the Worker's Compensation benefit.

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

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

*Subd. 5.* An employee who is absent from work as a result of an injury or illness compensable under the Worker's Compensation Act who elects to receive sick leave and/or vacation pay pursuant to the provisions of this Section shall submit the employee's compensation check endorsed to the School Board.

*Subd. 6.* Employees on Worker's Compensation shall continue to accrue sick leave benefits up to 12 days per incident if the employee is deemed, by his supervisor, not to be at fault in the incident.

Section 5. Jury Duty: Employees serving on jury duty shall have the amount of jury fee paid to them for such service deducted from their regular monthly salary.

Section 6. Holidays: The following 11 days will be considered paid holidays:

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

*Subd. 1. Floating Holidays:* Three floating paid holidays shall be observed. The floating holiday(s) shall be observed on a day or days as designated by the School Board.

*Subd. 2.* The calendar dates on which the above holidays will be observed shall be established by the School Board. The union shall be notified in writing of the established calendar dates.

*Subd. 3.* Employees working less than a 12 month year shall be eligible for only those holidays which occur during the employee's work year.

*Subd. 4.* Employees scheduled to a normal work week of other than Monday through Friday shall observe the 11 holidays at such times as agreed upon by the School Board.

*Subd. 5.* In any year when Good Friday falls on a student contact day, the School District and the Union will agree to an alternate day to be used as a floating holiday.

Section 7. Eligibility: To be eligible for paid absences established by this Article, an employee shall be employed for a normal work week of 30 hours or more.

Section 8. Bereavement Leave: Upon advance notice and arrangement with the Buildings and Grounds Director, up to five days paid leave, non cumulative, may be used for the attendance at or arrangement of the funeral of a maintenance employee's spouse, child, parent, dependents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, significant other, parents of significant other, children of significant other, or brother or sister of significant other.

## **ARTICLE IX -Unpaid Leaves of Absence**

Section 1. Child Care Leave: The School Board will grant a leave to an employee who makes a written application for such a leave subject to the following:

*Subd.1.* The employee shall submit written application for a child care leave to the School Board at least 90 calendar days prior to the desired commencement of the leave except in the case of adoption, in that case, the employee should, upon learning of the date of adoption submit a written application for a request of child care leave to the School Board.

*Subd. 2.* Child care leave will commence at a date mutually agreed upon, not to exceed 15 calendar months. Upon signifying an interest to return to duty in writing, the School Board shall determine a mutually agreeable date of return. If there is no mutual agreement, the School Board shall establish the date of return after taking into consideration individual characteristics and capacities, the ability to perform the duties of employment, efficiency, willingness to return to work, and the custodial program. Employees shall be reinstated to their original position or to a position of like status. In

the case of child birth, the School Board may request the employee to furnish a statement from the employee's attending physician to help determine personal medical safety.

*Subd. 3.* The employee shall retain all seniority and fringe benefits which had accrued prior to taking the child care leave of absence.

*Subd. 4.* This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

**Section 2. Leave of Absence Without Pay:** A leave of absence without pay may be approved by the School Board upon the recommendation of the Superintendent, to employees who request such a leave in writing.

*Subd. 1.* An employee on leave of absence without pay will not earn credit for advancement on the salary schedule or accumulated sick leave and other benefits during the period of the leave of absence.

*Subd. 2.* The duration of a leave of absence without pay shall be for up to one (1) year. Under unusual circumstances, a one (1) year extension of the leave of absence may be approved. Failure of the employee to request and be granted an extension or to return to duty at the end of the leave of absence without pay will thereby terminate the employee's employment with the School Board.

*Subd. 3.* The employee shall retain all seniority and fringe benefits which had accrued prior to taking maternity leave of absence.

*Subd. 4.* This shall be a leave of absence without pay, during which an employee shall not accrue fringe benefits, seniority or be eligible for School Board insurance contributions.

**Section 3. Leave of Absence for Disability:** The School Board will grant a leave of absence for disability without pay to employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities. The leave shall be for a period commencing on the date of the expiration of sick leave or from the date of income protection benefit eligibility, whichever occurs first, for a period of 12 consecutive months; unless the employee requests in writing a leave for a period of less than 12 consecutive months.

*Subd. 1.* The employee shall retain all seniority and fringe benefits which had accrued prior to taking disability leave of absence.

*Subd. 2.* This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

**Section 4. Failure to Return from Leave:** Employees who do not return to duty at the expiration of a leave of absence provided by Section 1, 2, 3 and 4 of this Article shall be considered to have resigned, except in the event of extenuating circumstances.

**Section 5. Continuation of Insurance:** Employees on an approved leave of absence established by Sections 1, 2, 3, and 4 of this Article may continue to participate in the group insurances established by Article VI, to the extent permitted by the insurance policy, at the employee's personal expense. An employee electing to continue insurance coverage through the period of the leave of absence shall pay the full monthly premium through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last year the employee was on duty.

## **ARTICLE X - Hours of Work**

**Section 1. Normal Work Day:** The School Board shall have the option of assigning full-time employees to a normal work day of 8 or 10 hours.

**Section 2. Normal Work Week:** The School Board shall have the option of assigning full-time employees to a normal work week of 4 or 5 normal work days.

*Subd. 1.* A 4-day normal work week shall be comprised of four (4) consecutive 10-hour days with overtime paid for each hour worked in excess of ten (10) hours in any day or 40 hours in any week.

*Subd. 2.* A 5-day normal work week shall be comprised of five (5) consecutive 8-hour days with overtime paid for each hour worked in excess of eight (8) hours in any day or 40 hours in any week.

*Subd. 3.* A normal work year shall be twelve (12) months consisting of fifty-two (52) weeks and /or 2080 hours.

**Section 3. Split Shifts:** Employees will not be scheduled to a "split shift" normal work day unless agreed upon by the employee and the School Board.

**Section 4. Lunch Period:** Employees who work six (6) to eight (8) hours shall receive two (2) fifteen (15) minute breaks. Those employees working four (4) and up to six (6) hours shall receive one (1) fifteen (15) minute break.

**Section 5. Building and Boiler Checks:** Employees assigned to week-end building and boiler checks, outside their normal work week, shall be compensated in accordance with the following:

*Subd. 1.* Three hours at 1-1/2 times the employee's hourly rate for each high school check.

*Subd. 2.* Two hours at 1-1/2 times the employee's hourly rate for each elementary school check.

**Section 6. Dangerous Work:** No employee shall be required to work alone in dangerous areas or on dangerous projects such as aquatic, electrical, tunnels, or on ladders in excess of 6 feet in height.

**Section 7. Overtime:** Hours worked under the following conditions shall be considered overtime:

*Subd. 1.* Daily: Hours worked in excess of a normal work day, as defined by Section 1, shall be paid at the rate of 1-1/2 times the employee's hourly rate of pay.

*Subd. 2.* Weekly: Hours worked in excess of a normal work week, as defined by Section 2, shall be paid at the rate of 1-1/2 times the employee's hourly rate of pay.

*Subd. 3.* Seventh Day: Hours worked on a 7<sup>th</sup> day during a seven (7) calendar-day period shall be compensated at the rate of 2 times the employee's hourly rate. This subdivision shall not apply to building and boiler checks assigned in accordance with Section 5 of this Article.

*Subd. 4.* Holidays: Hours worked on a holiday, as established by Article VIII, Section 6, shall be compensated at the rate of two (2) times the employee's hourly rate of pay in addition to holiday pay.

*Subd. 5.* Work on Sunday:

5.1 Employees scheduled to a normal work week of Monday through Friday or Tuesday through Saturday who work on a Sunday shall be compensated at the rate of two times the employee's hourly rate.

5.2 Employees scheduled to a normal work week which includes Sunday as a scheduled normal work day shall be compensated at the rate of 1-1/2 times the employee's hourly rate for all hours worked on a Sunday.

5.3 The provisions of Subdivision 5 shall not apply to building and boiler checks assigned in accordance with Section 5 of this Article.

**Section 8. Work Schedules:** In the event the School Board determines to establish a normal work week of other than Monday through Friday, the work week will be posted for bids in accordance with Article XIV, Section 2. If no employee bids for the posted work week, the School Board shall have the right to assign the least senior employee to the posted work week for a period not to exceed 120 calendar days in any calendar year.

**Section 9. Compensatory Time**

*Subd. 1.* An employee may be granted comp time in lieu of salary for overtime as set forth in Article X, Section 7, upon prior written approval of the Director/Custodial services, Director of Business Services, or the Superintendent.

*Subd. 2* Earned comp time may be taken at any time at the request of the employee, subject to the prior approval of the employee's supervisor.

*Subd. 3.* Unused compensatory time must be taken within four (4) months after the end of the contract year in which it is earned or it shall be forfeited.

*Subd. 4.* Pre-approved hours worked in excess of the number of hours normally assigned the employee shall be considered compensatory time.

**ARTICLE XI - Absences from Work**

**Section 1. Employee Notification:** Employees who are unable to report to their normal work day shall have the personal responsibility to notify their immediate supervisor of such absence as soon as possible prior to the beginning of the normal work day, except in the event of extenuating circumstances. Failure to make such notification may be grounds for discipline by the School Board.

**Section 2. Resignation:** Failure to report for work without notification to the employee's supervisor may be considered by the School Board as a resignation on the part of the employee, except in extenuating circumstances.

**Section 3. Absence Without Pay:**

*Subd. 1.* Employees may be granted absences without pay to a maximum of five (5) normal work days per year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence, provided that the three (3) calendar day notice may be waived by the School Board in cases of personal emergency. The approval of requested absence without pay shall be at the sole discretion of the School Board, which is subject to the grievance procedure.

*Subd. 2.* An absence without pay shall not affect fringe benefits or seniority of an employee.

*Subd. 3.* Employees requiring an absence without pay in excess of five (5) normal work days during a year, shall request a leave of absence without pay in accordance with the provisions of Article IX, Section 2.

**ARTICLE XII - Retirement**

**Section 1. Options:** The purpose of the Custodian Early Retirement Incentive Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District. The Plan will require participation by the employee coupled with a matching contribution from the District. The objective of the Plan is to develop a long term solution to the concept of severance for younger custodians, while preserving more traditional plans for senior custodians. Such plan shall be conducted under the rules of I.R.C. 403(b). Employees may participate at only one level.

*Subd. 1* Custodian Retirement Trust Level I – (For custodians employed after June 30, 2000)

1.1 Eligibility

- a. All full-time custodians whose initial employment in the district begins on or after September 30, 2000, may participate in a district matching annuity program provided in M.S. 356.24 once they have completed two (2) consecutive years of service in the District.
- b. Custodians electing to participate must notify the School District by October 1<sup>st</sup> of the school year of participation. After custodians initially elect to participate in the District Matching funds program, they may only change their contribution amount once/year.

Defined Contribution Plan:

Step Placement	Maximum Annual District Matching Contribution	
	2010-11	2011-12
1 – 2	\$ 0	\$ 0
3 – 10	\$ 1,350	\$ 1,350
11- 15	\$ 1,600	\$ 1,600
16-20	\$ 1,850	\$ 1,850
21 – 25	\$ 2,100	\$ 2,100
26+ years of service	\$ 2,200	\$ 2,200
Maximum Career District Matching Contribution - \$24,000		

*Subd. 2* Custodians Retirement Trust Level II – (For custodians employed before July 1, 2000)

2.1 Eligibility

- a. All full-time custodians hired prior to October 1, 2000, may participate in a district matching annuity program provided in M.S. 356.24.
- b. Custodians electing to participate must notify the School District by October 1<sup>st</sup> of the school year of participation. After custodians initially elect to participate in the District Matching funds program, they may only change their contribution amount once/year.

2.2 Any full-time custodians who, because of age and step, will not be able to reach maximum career district contributions by the end of the school year in which they turn 58, will participate in the matching plan at an enhanced annual rate of \$2,200 beginning July 1, 2010, and an enhanced annual rate of \$2,200 beginning July 1, 2011.

*Subd. 3* Early Retirement Incentive (Level III)

- 3.1 Eligibility - Full-time custodians, as defined in this Agreement, who have completed at least fifteen (15) years of continuous service with the School District and have reached the age of 55, shall be eligible for an early retirement payment, pursuant to the provisions of this section, upon submission of written resignation, and acceptance by the School Board.

**Section 2. Hospital Insurance:** Full-time employees who were employed by the District prior to July 1, 2009, who retire prior to the age of 70 and who meet the conditions established by Article XII, Subd. 3, 3.1, may individually elect to continue participation in the group hospitalization plan established by Article VI, Section 3 at the employee's personal cost until age 70. Monthly premiums shall be paid by the retired employee one month in advance at the School District's Office.

**Subd. 1 School Board Contributions** The School Board will contribute according to Article XV, Section D of the teachers' contract, single coverage only, up to a maximum of eight years or Medicare eligibility whichever is first according to the following formula.

- 1.1 Four years of health insurance upon retirement.
- 1.2 One year of health insurance if the employee has served the district for twenty (20) years.
- 1.3 One year of health insurance if the employee has served the district for twenty-three (23) years.
- 1.4 One year of health insurance if the employee has served the district for twenty-five (25) years and had thirty (30) accumulated sick days.
- 1.5 One year of health insurance if the employee has served the district for thirty (30) years and has sixty (60) accumulated sick days.

**Eligibility:** To be eligible for the early retirement inducement program established by Sections 2 and 3 an employee must be full-time (normal work week of 30 hours or more).

## **ARTICLE XIII - Grievance Procedure**

**Section 1. Definition:** A grievance shall be defined as a dispute concerning the interpretation of or the adherence to the terms and/or provisions of this Contract.

**Section 2. Procedure:** In the event of an alleged grievance the employee or employees involved shall discuss the matter with their immediate supervisor within 14 calendar days from the date the grievance occurred. If the grievance is not resolved within 5 calendar days following the discussion between the employee(s) involved and their immediate supervisor the grievance may be appealed in accordance with the following:

*Step 1.* Within 10 calendar days following the employee-immediate supervisor discussion the Union shall give written notice of an appeal to the Superintendent or designee. The Superintendent or designee and the Union Business Representative shall meet and attempt to resolve the grievance within 10 calendar days after the union appeal is received by the Superintendent.

*Step 2.* If the grievance remains unresolved following the Superintendent-Union Business Representative meeting, the Union may appeal the grievance, within ten (10) calendar days, to arbitration as provided by the provisions of Section 3 by serving written notice to the Chairperson of the School Board.

**Section 3. Arbitration:** An alleged grievance appealed in accordance with Step 2 shall be submitted to arbitration in accordance with the P.E.L.R.A.

## **ARTICLE XIV - Miscellaneous Terms and Conditions**

**Section 1. Probationary Period:** New employees of the District shall serve a probationary period of 90 calendar days from the first day of service. During the probationary period, an employee may be terminated at the sole discretion of the School Board, without such termination being appealable through the grievance procedure.

**Section 2. Posting:** New positions or vacant positions shall be posted at each school in the custodial area for a period of seven (7) calendar days. In the event the School Board determines to discontinue or not fill a vacant position, the Union shall be notified in writing of such determination. Applicants must submit bids in writing before the close of the posting. All applicants will be given consideration for the vacant position and the selected applicant will be notified within seven (7) calendar days after the close of the posting. Written requests for a change in building, lateral change, or downgrade will be considered along with other applicants for the posted position.

*Subd. 1 Reassignment:* In filling vacant positions (building, work shift, or work week), the School Board will assign the applicant within the job classification in which the vacant position exists, with the most seniority for a 30 calendar day probationary period. If, during the probationary period, the employee does not qualify, the employee shall be returned to the position held prior to the reassignment.

*Subd. 2. Promotion:* In filling a vacant position in the Specialist job classifications, the School Board shall consider the applicant's qualifications (licenses, training, experience), ability to perform the job classifications duties and responsibilities, and the job description of the vacant job classification.

*Subd. 3. Union Participation:* Although the Union may offer suggestions relative to reassignments and promotions, the final decision in such matters is reserved to the School Board.

**Section 3. Posting of Temporary Vacancy:** A position vacant by the extended absence of an employee due to disability extending over a period of more than 30 calendar days, but not to exceed nine (9) months, shall be considered a temporary vacancy. Temporary vacancies shall be filled by qualified employees who respond to the posting of the position in the same manner as provided by Section 2. Employees holding a temporary position will be paid the salary the position regularly is paid and shall have the right to return to their previously held position upon the return of the employee on extended absence due to disability.

*Subd. 1.* An employee serving in a temporary position for nine (9) consecutive months shall be permanently classified in the position. Employees shall not be assigned to a like position on a temporary basis (Lead Worker would not be assigned to another Lead Worker position, 1<sup>st</sup> shift employee would not be assigned to another 1<sup>st</sup> shift, etc.). Employees assigned to a temporary position shall be eligible to bid for job postings that occur during the period of the employee's temporary appointment.

*Subd. 2.* A disabled employee who returns to work in less than nine (9) consecutive months shall be assigned to the employee's original position, provided the employee can perform the duties and responsibilities of the position. If, after 30 calendar days, it is determined by the School Board that the employee cannot perform the duties and responsibilities of the position, the School Board shall have the right to assign the employee to a position which the employee can satisfactorily perform.

*Subd. 3.* A disabled employee who has been absent for more than nine (9) consecutive months and who is able to return to work shall be given first consideration for reemployment when a vacancy occurs in a position for which the employee can perform the job duties and responsibilities.

**Section 4. Lay-off:** In the event it is necessary to reduce the work force, employees shall be laid off in accordance with the following:

*Subd. 1. Specialist Job Classification:* If a specialist job classification is affected or an employee classified as a specialist is reassigned by the School Board to the custodian job classification, that employee shall have the right to replace any employee classified as a custodian with less seniority. The employee that is displaced shall have the right to replace any employee classified as a custodian with less seniority. This procedure will be repeated until the least senior employee is placed on lay-off.

*Subd. 2. Custodial Job Classification:* If a custodian job classification is affected, that employee shall have the right to replace an employee with less seniority. The employee that is displaced shall have the right to replace an employee with less seniority. This procedure will be repeated until the least senior employee is placed on lay-off.

*Subd. 3. Recall from lay-off:* Employees shall be recalled from lay-off based on seniority, the last employee laid off shall be the first employee recalled. Employees shall retain rights for a period of 2 years from the date of lay-off. Employees recalled from lay-off shall have their earned sick leave and seniority reinstated as of the date of lay-off.

**Section 5. Inclement Weather:** On school closing days affected by inclement weather, the custodial staff shall work an eight (8) hour shift to be determined by the district, in exchange for a floating paid day of absence. Vacation, personal, and/or sick days would not count in the exchange for a floating paid day of absence.

## **ARTICLE XV - Discipline**

**Section 1. Discipline for Just Cause:** The School Board shall have the right to discipline employees for just cause.

*Subd. 1.* Disciplinary actions by the School Board shall include only the following:

- 1.1 Oral reprimand
- 1.2 Written reprimand
- 1.3 Suspension
- 1.4 Discharge

*Subd. 2.* Employees who are to be discharged shall be notified in writing of such action together with a statement of the reason(s) for discharge, a copy of which shall be sent to the Union.

**Section 2. Grievance Procedure:** A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XIII (GRIEVANCE PROCEDURE).

**Section 3. Notice of Resignation:** Employees resigning from employment shall give at least 14 calendar days written notice to the School Board of their intention to resign.

**Section 4. Notice of Termination:** The School Board shall be required to give employees at least 14 calendar days written notice of termination, except when discharged for cause.

**ARTICLE XVI - Duration**

Section 1. Term and Reopening Negotiations: This contract shall remain in full force and effect for a period commencing on July 1, 2010, unless specified otherwise herein, through June 30, 2012, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or terminate this Contract commencing on June 30, 2012, it shall give written notice of such intent not later than May 1, 2012. All previous memorandums of understanding shall sunset and will not be considered part of this contract. Unless otherwise mutually agreed the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this contract.

Section 2. Effect: This Contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions, excluding the Letter of Intent dated November 2, 1978, which is attached hereto.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Contract, shall not be open for negotiations during the term of this Contract, provided, that the parties may mutually agree to modify any provision of this Contract.

Section 4. Severability: The provisions of this Contract shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provisions thereof.

AGREED TO as the full and complete understanding between the parties as attested to by the signatures of the following representatives of the School Board and the Union.

FOR THE UNION

FOR THE SCHOOL BOARD

\_\_\_\_\_  
*Business Representative, Russ Lewis*

\_\_\_\_\_  
*Chairman, Barry Kinsey*

\_\_\_\_\_  
*Steward, Todd McDonough*

\_\_\_\_\_  
*Clerk, Don Siggelkow*

\_\_\_\_\_  
*Negotiator, Jeff Lundgren*

\_\_\_\_\_  
*Negotiator, Kristen Hoheisel*

\_\_\_\_\_  
*Negotiator, Mike Johnson*

\_\_\_\_\_  
*Negotiator, Rod Thompson*

\_\_\_\_\_  
*Negotiator, Dave Evans*

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Letter of Intent

- A. Consider this letter as a written statement of intent by Independent School District 282 (ISD 282) regarding the consolidation of ISD 282 with another school district or districts.
  
- B. In the event that a voluntary consolidation with another school district(s) is to be implemented, representatives of the School Board will meet with representatives of S.E.I.U., Local No. 284 with the intent to negotiate an agreement concerning:
  - 1. the method of transferring employees to the School District created by the consolidation;
  - 2. the merging of the seniority lists of affected employees; and,
  - 3. the procedure for the lay-off of employees, if necessary, because of the consolidation.
  
- C. Employees affected by this "Letter of Intent" are those employees which are exclusively represented by S.E.I.U., Local No. 284 in the following appropriate units:
  - 1. Custodian and Maintenance - BMS Case No. 76-PR-1086-A;
  - 2. Clerical/Secretarial-Staff Assistants - BMS Case No. 76-PR-1009A;
  - 3. Food Service - BMS Case No. 76-PR-863-A.
  
- D. In the event that a mandatory consolidation with another school district(s) is required, representatives of the School Board will meet with representatives of S.E.I.U., Local 284 with the intent to negotiate an agreement concerning:
  - 1. the method of implementing the procedures of applicable law or rule and regulation and;
  - 2. the issues stated in paragraph C if no procedures are established by applicable law or rules and regulations.

Sincerely,

Warren J. Rolek  
Superintendent

WJR/