

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 16

Spring Lake Park, Minnesota

and

**SCHOOL SERVICE EMPLOYEES
LOCAL NO. 284**

Representing

**THE CUSTODIAL EMPLOYEES
OF THE SCHOOL DISTRICT**

Effective July 1, 2010 through June 30, 2012

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AGREEMENT

ARTICLE I PURPOSE

- 1.01 **PARTIES:** This agreement is made and entered into by and between Independent School District 16, Anoka County, Minnesota, (hereinafter referred to as the "employer") and the School Service Employees Local 284, AFL-CIO, S.E.I.U. (hereinafter referred to as the "union".)

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- 2.01 **RECOGNITION:** The employer hereby recognizes the union as the exclusive representative of all the custodial employees who are designated as such in the P.E.L.R.A., and are employed by the employer more than fourteen (14) hours per week or thirty-five (35%) percent of the normal work week, and more than 67 work days per year. Supervisory and confidential employees are excluded.

ARTICLE III DEFINITIONS

- 3.01 **TERMS & CONDITIONS OF EMPLOYMENT:** Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits (excluding retirement contributions or benefits), and the employer's personnel policies affecting the working conditions of the employees, insofar as they are not inconsistent with this Agreement.
- 3.02 **REGULAR CUSTODIAL EMPLOYEE:** A regular custodial employee is one who is employed for eight (8) hours per day and 2,088 hours per annum. The 2,088 hours per annum includes earned vacation leave, holidays, and all paid days earned as prescribed by this Agreement.
- 3.03 **EMPLOYER:** Any reference to the employer in this Agreement shall mean the School Board or it's designated officials or representatives.

ARTICLE IV EMPLOYER RIGHTS

- 4.01 **INHERENT MANAGERIAL RIGHTS:** The union recognizes that the employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer; its overall budget; utilization of technology; the organizational structure; the selection, direction, assignment and number of personnel; and all management rights and management functions not expressly delegated in this Agreement are reserved to the employer.
- 4.02 **MANAGEMENT RESPONSIBILITIES:** The union recognizes the right and obligation of the employer to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.
- 4.03 **EFFECTS OF LAWS, RULES, & REGULATIONS:** The union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the employer and shall be governed by the laws of the State of Minnesota, and by all lawful rules, regulations, directives, and orders issued by properly designated officials of the employer, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

**ARTICLE V
EMPLOYEE RIGHTS**

- 5.01 **RIGHT TO VIEW:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's representative to the expression or communication of a view, grievance, complaint 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 exclusive representative.
- 5.02 **RIGHT TO JOIN:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the employer.
- 5.03 **DUES CHECKOFF:** Employees shall have the right to dues check off to the union, provided that dues check off and the proceeds thereof shall not be allowed by any organization that has lost its right to dues check off pursuant to M.S. 179A.01 to 179A.22. Upon receipt of a properly executed authorization card from the employee, the employer will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each month and transmitted monthly to the union together with a list of names of the employees from whom deductions were made. The union agrees to file a dues deduction assignment form with the employer for each employee prior to such deductions.
- 5.04 **FAIR SHARE FEE:** Employees who are not members of the union may be required by said union to contribute a fair share fee for services rendered by the union, and the employer, upon notification by the union, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the union each month. It is understood and agreed by the parties that jurisdiction for any dispute arising under the Fair Share Fee law is subject to the proceedings provided in the P.E.L.R.A. and therefore such dispute shall not be subject to the contracted grievance procedure.
- 5.05 **CREDIT UNION DEDUCTIONS:** The employer agrees to deduct from the employee's salary, who elects to choose such service, payments to the United Educators Credit Union, the Teachers Federal Credit Union, or Twin City Coops Federal Credit Union. Each employee is limited to one annual request for such deductions that must be made in writing and submitted to the payroll department at least thirty (30) days prior to the time that such payroll deductions are to be made. An employee may discontinue such payroll deduction(s) anytime by giving thirty (30) days notice prior to the date such deduction(s) shall cease. If the payroll department is not notified to cease deduction(s) or change deduction(s), the deduction(s) shall continue indefinitely per the last annual request submitted by said employee.

**ARTICLE VI
WORK YEAR AND WORK WEEK**

- 6.01 **WORK YEAR:** The employment year for regular full-time employees shall be twelve (12) months, including paid vacations and paid holidays.
- 6.02 **WORK WEEK:** The work week for regular full-time employees shall be five (5) consecutive eight (8) hour days exclusive of lunch. The employer reserves the right, however, to utilize a maximum of two (2) Custodians for a forty (40) hour, five (5) eight (8) hour days, where two (2) of the five (5) days shall be Saturday and Sunday.
- 6.03 **WORK DAY:** The work day for regular full-time employees shall be eight (8) hours, exclusive of lunch. Two (2) fifteen (15) minute breaks will be provided for employees working eight (8) hours per day. The immediate supervisor will determine the specific lunch and break times.

- 6.04 **STARTING/ENDING TIME:** All employees will be assigned starting and ending times as determined by the employer.
- 6.05 **SCHOOL CLOSING:** In the event that school is closed for any emergency and the employees are not required to perform services, the employees compensation shall be reduced accordingly. Employees who desire to work compensatory time may do so with the approval of the supervisor. Employees will be granted fifty (50%) percent of their daily rate if they arrive at work and are sent home due to an emergency, before completing four (4) hours of service. If more than four (4) hours are completed, a full day's pay shall be credited.
- 6.06 **MODIFICATIONS IN WORK SCHEDULE:** Nothing in this Article shall be construed to prevent the school district, in the event of energy shortage, severe weather, or other exigency, from modifying the duty day or duty week as appropriate to the needs of the school district program, i.e., a four (4) day week. Prior to making a fundamental change in the work schedule such as a four (4) day week, the school district shall meet and confer with the union. Also, the school district shall not adopt a four (4) day week for custodians generally except if the school district adopts a four (4) day week generally for the school district. The four (4) day work week will consist of four (4) ten (10) hour shifts.

ARTICLE VII ASSIGNMENT & TRANSFER

- 7.01 **ASSIGNMENT:** The assignment, reassignment and transfer of personnel shall be at the discretion of the employer.
- 7.02 **IN THE EVENT OF VACANCIES:** In the event of vacancies in permanent full-time and part-time positions within classifications covered herein, the notice of vacancy shall be posted, listing building locations and time of day. All employees may apply for the vacancy. The employer may make hourly adjustments up to sixty (60) minutes without re-posting, but such adjustments shall be limited to one change per year per employee unless mutually agreed by the employee. The determination of filling such vacancy shall be made by the employer.
- 7.03 **TEMPORARY VACANCIES:** Temporary vacancies defined as a vacancy of less than 120 working days' duration need not be posted.
- 7.04 **ALL JOB OPENINGS:** All job openings shall be posted for one (1) week. During periods of posting and consideration of applications, temporary assignments may be made. There shall be no bumping (defined as exercising seniority to take a less senior employee's current assignment) from one position to another.

ARTICLE VIII RATES OF PAY

- 8.01 **EFFECTIVE DATE:** The wages and salaries reflected herein should be a part of this Agreement and shall be effective as provided in this Agreement.
- 8.02 **STEP INCREASE STATUS:** A step increase is not automatic and is effective only upon affirmative action of the employer. The employer reserves the right to withhold a step increase in individual cases as determined by the employer. The employer agrees to give the union thirty (30) days notice of its intention to withhold a step increase prior to July 1.
- 8.03 **STEP ADVANCEMENT:** A new employee shall be placed at a starting salary schedule rate as agreed to between the employee and the school district, based on the employee's background, experience and qualifications, and shall be eligible for step advancement on July 1, if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the starting salary on July 1, but shall not be eligible for step advancement until the following July 1. In the event a successor agreement is not entered into prior to July 1, 2012, an employee shall remain at the same step as compensated during the 2010-2012 contract year until a successor agreement is reached.

- 8.04 **SALARY SCHEDULE:** The wages and salaries reflected in Schedule A, attached hereto, shall be part of this Agreement for the 2010-2011 contract year and the wages and salaries reflected in Schedule B, attached hereto, shall be part of this Agreement for the 2011-2012 contract year. Employees who are covered by this Agreement shall be compensated for the duration of this Agreement as provided in Schedule A and Schedule B, hereof, except as otherwise provided in a separate Letter of Agreement bearing the same date as this agreement.
- 8.05 **OVERTIME:** Overtime is incurred when a custodian renders service at the specific direction of the Employer in excess of the custodian's regularly scheduled forty (40) hour shift. Prior authorization of overtime is required.
- A. Time over forty (40) hours a week or eight (8) hours per day shall be paid at the rate of time and one-half (1 1/2) per hour. However, in the event that the basic duty week is modified pursuant to Article 6, Section 6.06, overtime shall apply only after the basic day, i.e., if the regular work week were four (4) ten (10) hour days, it would apply after forty (40) or after ten (10) hours per day. Personal and family illness absence, bereavement absence, scheduled vacation, and holidays shall be considered as time worked in calculating overtime.
- B. Double time will be paid on the following days: Memorial Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, New Year's Day, Independence Day, Easter Day, and Labor Day. An employee who works any one of these holidays will receive double time for the time worked on that day and will receive another day off with pay in lieu of the holiday worked. Employees will submit a request subject to the approval of their respective supervisor for the day off.
- 8.06 **CALL BACK PAY:** If full time employees are recalled for work after a regular eight (8) hour day, a minimum of two (2) hours at the overtime rate, will be paid the employee, during the months beginning with April and ending with November; and a minimum of two and one-half (2 1/2) hours will be paid during the months of December through March.
- 8.07 **COURT DUTY PAY:** Full-time employees shall be granted pay by the employer, the difference between their regular pay and jury duty pay or fees received, if any, if the employee is required to serve on jury duty, or subpoenaed to appear as a witness in a court case. Any employee who is required to serve on jury duty or be present as a witness for a court case, will not be required to perform custodial services that day. In the event an employee on jury duty, or under subpoena as a witness is notified, in advance, that they will not be required for a certain day or days, the employee will perform services as usual. The terms of this section do not apply to an employee who is litigant in legal proceedings.
- 8.08 **ASSUMPTION OF HEAD DUTY :** An employee assigned by the employer to assume the duties of head person or night supervisor for fifteen (15) or more consecutive working days, shall receive the premium pay for such positions retroactive to the first day of the assignment. The school district will not shift the replacement assignment from one employee to another without sufficient performance reasons to do so.

ARTICLE IX GROUP INSURANCE

- 9.01 **MEDICAL HOSPITALIZATION INSURANCE:**
- A. Effective July 1, 2010, the District shall contribute a sum not to exceed \$542 per month toward medical-hospitalization insurance coverage for full-time staff employed by the District who qualify for and are enrolled in the District's group health and hospitalization plan. For any full-time employee enrolled in the District single deductible medical insurance plan, the district shall redirect \$542 minus the premium of the single deductible medical insurance plan into a VEBA account in the employee's name. Any additional cost of the premium above \$542 per month shall be borne by the employee and paid by payroll deduction.
- B. Effective July 1, 2010, the District shall contribute a sum not to exceed \$805 per month toward medical-hospitalization insurance coverage for full-time staff employed

by the District who qualify for and are enrolled in the District's family group health and hospitalization plan. For any full-time employee enrolled in the District family deductible medical insurance plan, the district shall redirect \$122 from the premium contribution into a VEBA account in the employee's name. Any additional cost of the premium per month shall be borne by the employee and paid by payroll deduction.

- 9.02 **DENTAL INSURANCE:** The employer shall contribute a sum not to exceed \$34.00 per month toward the premium for single or family coverage for each eligible employee who is enrolled in a dental insurance plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.
- 9.03 **LIFE INSURANCE:** The employer shall provide each employee a \$75,000 term life insurance policy. The employer shall pay the premium for such a policy. The employer will continue to make arrangements with the carrier to permit the individual employee to purchase additional coverage at the employee's own expense at such rates and limitations as provided by the carrier and the employer. For those employees choosing not to participate in the employer's medical-hospitalization insurance, the employer shall provide each employee with an additional \$20,000 term life insurance policy and the premium shall be paid by the employer.
- 9.04 **INCOME PROTECTION:** The employer shall contribute the amount not to exceed .0021 times the employee's salary toward the premium for the purchase of the employer's group income protection plan for eligible employees participating in the plan. The additional cost of the premium shall be borne by the employee and paid by payroll deduction. However, if an employee chooses not to participate in the employer's medical hospitalization insurance program, the employer shall contribute 100% of the premium cost for this protection plan.
- A. This policy will provide for payment to an employee if the employee is totally disabled and under regular care of a licensed physician as a result of accident or sickness.
 - B. Benefits will begin after the number of consecutive days of total disability, as determined by the District Insurance Committee, and the income benefit with total disability shall be equal to 66-2/3% of the basic monthly earnings.
 - C. Pre-existing physical and mental conditions are fully covered.
 - D. The income benefit shall be reduced by the amount of any benefits payable under Worker's Compensation or similar legislation, such as PERA, Social Security, or any other federal, state or municipal government plan.
 - E. The outline of provisions herein is subject to the master policy and if there is a conflict, the terms of the master policy shall govern. For more detailed information on the master policy, an employee should seek this information through the employer's office.
- 9.05 **ELIGIBLE EMPLOYEES:** The parties agree that only those employees shall be eligible for group insurance benefits as provided in Article 16, Section 16.04. New employees shall be eligible for school district contribution toward the insurance program outlined in this Article on the first of the month following employment.
- 9.06 **CLAIMS AGAINST THE EMPLOYER:** The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the employer pursuant to this Article. It is further understood that the employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the employer as a result of a denial of insurance benefit by an insurance carrier.
- 9.07 **DURATION OF INSURANCE CONTRIBUTION:** An employee is eligible for employer contribution as long as the employee is employed by the school district. Upon termination of employment, all employer participation and contributions shall cease, effective the last paid working day. However, any terminated employee may continue coverage in the group plan, at the employee's expense pursuant to Minnesota Statutes.

**ARTICLE X
LEAVES OF ABSENCE**

10.01 **SICK LEAVE:**

- A. Employees under this provision shall earn one (1) day of sick leave for each month of service to the employer, accumulative to one hundred eighty (180) days.
- B. Changes in sick leave earning or accumulation shall not be retroactive.
- C. Employees may utilize up to three (3) days of their annual accrued sick leave for illness involving the employee's spouse.
- D. Any employee who has been absent from their assignment for a period of five (5) or more working days during any month of the year, shall make an appointment with their supervisor to discuss the status of their health.
- E. Employees under this provision who have been absent from work three (3) or more working days because of illness must furnish a physician's certificate of return to good health to the Personnel Office before they will be permitted to return to work.
- F. The employer may require an employee, who has been absent because of illness, to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.
- G. The school district may at any time require a certified physician's statement on the health status of any employee in the unit at the expense of the school district.
- H. An employee's sick leave accumulation shall be listed on the employee's payroll check attachment or electronically.
- I. Accumulated sick leave may be used for illness for an employee's child who is 18 years of age and under. Days used shall be deducted from sick leave. Pursuant to MS 181.9413, which reads: An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the terms the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
- J. Immediately preceding or following the anticipated birth of a child, a non-disabled parent may utilize up to ten (10) consecutive days of accumulated sick leave. Days used shall be deducted from accumulated sick leave.

10.02 **BEREAVEMENT LEAVE:**

- A. Up to five (5) days of bereavement leave per occurrence shall be granted for death in the family or deaths of people who were of personal significance to the employee.
- B. Days used pursuant to this section shall be deducted per incidence from sick leave but shall not count as days deducted for perfect attendance. The particular number of days elected under this section shall be subject to the Superintendent's discretion depending upon the circumstances surrounding the death.

10.03 **MEDICAL LEAVE OF ABSENCE:**

- A. An employee herein who is unable to perform his/her duties because of a physical or mental disability and, further, who has exhausted all sick leave and vacation time upon his/her request will be granted an unpaid leave of absence by the employer for a period not to exceed to eight (8) months, or until the sixty (60) consecutive day eligibility period has been met as defined in 9.04. At the expiration of this period of leave, the employer will evaluate the circumstances and take action as they see fit.
- B. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.
- C. If an employee has been granted a leave of absence by the employer, such employee shall retain his/her seniority, PERA rights, and right to return to a job in the school district during the period of time granted in the leave of absence.
- D. An employee who absents himself/herself from the job without leave under the provisions herein will be terminated by the employer.
- E. An employee herein on leave of absence shall be eligible to participate in the group insurance programs during the period for which the leave of absence is granted provided, however, that the employee must pay the entire amount of any premiums due during the period of leave. The right to participate in the group insurance programs will terminate upon the termination of the employee.

10.04 **WORKER'S COMPENSATION:**

- A. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the employer will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.
- B. A deduction shall be made from the employee's accumulated sick leave or vacation accrual time according to the prorated portions of days of sick leave or vacation that is used to supplement Worker's Compensation.
- C. Such a payment shall be paid by the employer to the employee only during the period of disability.
- D. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- E. An employee who is absent from work as a result of an injury that is compensated under the Worker's Compensation Act, who elects to receive sick leave or vacation pay pursuant to this policy, shall submit his/her Worker's Compensation check to the employer. The check must be endorsed by the employee to the employer prior to receiving payment from the employer for his/her absence.
- F. Any employee who has experienced any loss of work time due to a worker's compensation injury must report to the Personnel Office within 36 hours after returning to their assignment.

10.05 **CHILD CARE LEAVE:**

- A. The school district shall grant upon request of the employee a child care leave, without pay, to one employee parent of a pre-school age child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term child care shall include but not be limited to the period of time when an employee is pregnant.

- B. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize sick leave with pay during the period of disability. Thereafter, the employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.
- C. A pregnant employee shall notify the Personnel Office in writing not later than the end of the sixth month of pregnancy, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.
- D. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent or his/her designee; taking into account the continuity of the instructional program and the desire of the employee.
- E. In approving a child care leave of absence, the school district shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to his/her employment prior to the date designated in the approved child care leave.

10.06 **EMERGENCY LEAVE:**

- A. An employee is eligible for emergency leave at the discretion of the employer, the days used to be deducted from sick leave, for situations that arise requiring the employee's personal attention which cannot be attended to during the normal working hours and which are not covered under other policies.
- B. Requests for emergency leave must be made in writing to the employer at least three (3) days in advance, except where it is not practical. The request shall state the reason for the proposed leave. The reason shall remain confidential with employer officials. The employer reserves the right to refuse to grant such leaves if, under circumstances involved, the employer determines that such leave should not be granted. All leaves are subject to approval by the employer.
- C. An emergency leave day shall normally not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.

10.07 **ELIGIBILITY:** Eligibility for benefits under Sections 10.01 and 10.02 of this Article is defined in Article XVI, Section 16.04.

**ARTICLE XI
VACATIONS**

11.01 **ELIGIBILITY:** This Article shall apply to employees who are regularly employed on a twelve (12) month basis and thirty (30) hour week on a regular assignment and shall not apply to employees regularly assigned less than twelve (12) months a year and thirty (30) hour per week.

11.02 **EARNED VACATION:** Full-time employees under these provisions shall accrue vacation as follows:

- A. 5/6 of a day for each month of service for each year (10 days per year) during the first six (6) fiscal years of service to the employer.
- B. 1-1/4 of a day for each month of service for each year, (15 days per year) the seventh (7th) through the fourteenth (14th) fiscal years of service to the employer.
- C. 1-2/3 of a day for each month of service for each year (20 days per year) from the fifteenth (15th) through the nineteenth (19th) fiscal years of service to the employer.

- D. 2-1/12 of a day for each month of service for each year (25 days per year) from the twentieth (20th) fiscal year of service to the employer onward.

11.03 **APPLICATION:**

- A. Vacation schedules shall be determined by May 1st of a given year, so that a summer work schedule can be planned by the employer. All vacation schedules shall be approved by the Personnel Office, subject to the needs of the employer. Senior employees will be granted preference in vacation selection. All employees shall submit vacation requests by April 15, to their respective supervisor who shall approve same before submitting it to the Personnel Office for approval by May 1.
- B. For vacation purposes, all employees whose employment began prior to July 1, 1980, shall have their employment anniversary date adjusted to July 1 of the fiscal year in which they were employed.
- C. For vacation purposes, employees who are employed after the beginning of the district's fiscal year (July 1) shall have their paid vacation leave prorated for the period of time remaining before the conclusion of that fiscal year (June 30). However, if an employees' employment is terminated before the completion of six (6) months, (960 hours) for any reason whatsoever, all accrued prorated paid vacation leave shall be forfeited. If such employees have taken any allocated prorated paid vacation leave they shall be required to reimburse the district for said amount.
- D. An employee who resigns with proper notice (two weeks) and who has completed the initial six (6) months of service with the district and has not used his/her accrued vacation shall be paid his/her unused vacation time as soon as practicable.
- E. Annual accrued vacation as of June 30 must be taken within twelve (12) months of that date and shall not be carried beyond that date, except by written approval of the Superintendent or his/her designee. There will be no payment in lieu of vacation for employees who fail to take their vacations.

**ARTICLE XII
HOLIDAYS**

12.01 **REGULAR HOLIDAYS:** Employees under these provisions shall receive holiday pay for the following twelve (12) holidays:

- | | |
|---------------------------|---|
| 1. New Years Day | 6. Thanksgiving Day |
| 2. President's Day | 7. Day after Thanksgiving Day |
| 3. Memorial Day | 8. Christmas Day |
| 4. Independ. Day | 9. Four days to be specified, but not scheduled during Christmas, New Year, or Easter. |
| 5. Labor Day | |

12.02 **PERSONAL HOLIDAYS:** Any full-time employee who has had perfect attendance for the fiscal year, exclusive of bereavement leave, emergency leave or who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, shall be provided two (2) personal holidays, or cash compensation of \$225 per day, or any combination of the two, (i.e. an employee may take two personal holidays, one personal holiday and \$225, or \$450) at the employees option. Cash compensation shall be payable June 30 of the school year in which it is earned. The personal holidays shall be taken during the subsequent year as approved by the employee's supervisor. Personal holidays shall not be carried over to the next school year except as recommended by the employees' supervisor and approved by the Superintendent or his/her designee.

12.03 **SUBSTITUTE HOLIDAYS:** The employer reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof with the understanding, however, that each employee under this provision will be guaranteed twelve (12) paid holidays per year. Any legal holiday or holidays that fall within an

employee's vacation period shall not be counted as a vacation day.

12.04 **HOLIDAY PROVISIONS:** In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on excused illness or on vacation under these provisions.

12.05 **ELIGIBILITY:** Eligibility for benefits as outlined in this article is defined in Article XVI, 16.04.

ARTICLE XIII RETIREMENT

13.01 **RETIREMENT:** Mandatory retirement ages shall be governed by State and Federal Statutes.

13.02 **PROOF OF AGE:** All employees shall be required to file a legal certificate of birth or some other legally acceptable certified instrument which states the day and year of the birth of the employee.

ARTICLE XIV DISCIPLINE, DISCHARGE & PROBATIONARY PERIOD

14.01 **PROBATIONARY PERIOD:** Any employee shall, under the provisions of this Agreement, serve a probationary period of one-hundred twenty (120) working days of continuous employment during which time the employer shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

14.02 **PROBATIONARY PERIOD/CHANGE OF CLASSIFICATION:** In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) calendar days in any such new classification. During this sixty (60) day probationary period, if it is determined by the employer that the employee's performance in the new classification is unsatisfactory, the employer shall have the right to reassign the employee to his/her former classification.

14.03 **PROGRESSIVE DISCIPLINE/DISCHARGE:** The school board or their designee shall have the right to discharge an employee for just cause. Disciplinary actions by the School Board or their designee shall include the following four (4) steps except in cases of a serious magnitude which could seriously jeopardize the safety of the students, co-workers or the physical assets of the school district.

1. Oral Reprimand
2. Written Reprimand
3. Suspension without pay
4. Discharge

Employees who are subject to above actions shall have the right to the grievance procedure.

ARTICLE XV GRIEVANCE PROCEDURES

15.01 **GRIEVANCE DEFINITION:** A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

15.02 **REPRESENTATIVE:** The employee, supervisor, or employer may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf in accordance with State statutes. However, the grievant shall personally be present at any and all grievance hearings.

15.03 **DEFINITIONS & INTERPRETATIONS:**

A. Extension: Time limits specified in this Agreement may be extended by mutual

agreement.

- B. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays in this contract.
- C. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.
- D. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

15.04 **TIME LIMITATION & WAIVER:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the employer's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date of the event giving rise to the grievance occurred, or after the date the employee had reasonable knowledge thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another level within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employees and the employer's designee.

15.05 **DESIGNATION OF EMPLOYER REPRESENTATIVE:** It shall be the duty of the employer to post notice of the employer representative designated to handle grievances at any particular level. If the employer fails to post such notice, the union may serve any notices required by the grievance procedure on the Business Manager.

15.06 **ADJUSTMENT OF GRIEVANCE:** The employer and/or designee and the employee shall attempt to adjust all grievances which may arise in the following manner:

- A. Level I: If the grievance is not resolved through informal discussions, between the employee and his/her supervisor, the supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
- B. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.
- C. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the employer, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the employer, the employer shall set a time to hear the grievance within twenty (20) days after receipt of appeal. The date and time will be designated. Within twenty (20) days after the meeting, the employer shall issue its decision in writing to the parties involved. At the option of the employer a committee or representative(s) thereof may be designated by the employer to hear the appeal at this level, and report its findings and recommendations to the employer. The employer shall then render its decision.

15.07 **EMPLOYER REVIEW:** The employer reserves the right to review any decision issued under Level I or Level II of this procedure provided the employer or its representative notify the parties of its intention to review within ten (10) days after the decision has

been rendered. In the event the employer reviews a grievance under this section, the employer reserves the right to affirm, reverse, or modify such decision.

15.08 **DENIAL OF GRIEVANCE:** Failure by the employer or its representative to issue a decision within the time periods provided herein, including observance of dates and times of meetings, shall constitute a denial of the grievance and the employee may appeal it to the next level.

15.09 **ARBITRATION PROCEDURES:** In the event that the employee and the employer are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

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

C. **Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commission of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to P.E.L.R.A., provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

D. **Submission of Grievance Information:**

1. Upon appointment of the arbitrator, the appealing party shall with five (5) days after notice of appointment forward to the arbitrator, with a copy to the employer, the submission of the grievance which shall include the following:

- a) The issues involved.
- b) Statement of the facts.
- c) Position of the grievant.
- d) Written documents relating to Sect. 15.06 of the grievance procedure.

2. The employer may make a similar submission of information relating to the grievance either before or at the time of the hearing. If the employer submits information to the arbitrator in advance of the hearing, a copy of such information will be simultaneously submitted to the union.

E. **Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be on the merits of the original grievance.

F. **Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject to the limitations of arbitration decisions as provided by the P.E.L.R.A.

- G. Expenses: Each party shall bear its own expenses in connection with the arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of transcribing or recording of the proceedings if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.
- H. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this contract, and the provisions of the P.E.L.R.A. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement.

**ARTICLE XVI
MISCELLANEOUS**

- 16.01 **TRAINING:** All custodians shall attend an agreed upon maintenance training course with tuition paid for by the employer once during each five-year period as authorized by the Building & Grounds Supervisor. Head Custodians shall attend once every three years as authorized by the Building & Grounds Supervisor. The employer will set aside a sum of money for this privilege. The course must be agreed upon by the school administration before attendance.
- 16.02 **RENEWAL UNITS:** In addition to 16.01 training, a custodian shall be encouraged to enroll in a specific personal improvement course once during each three-year period. The tuition expense for this improvement course, if any, shall be the responsibility of the respective custodian.
- 16.03 **LAY OFFS:** **Positions:**
1. Head Person and Head Annex Person
 2. Early Morning-Start time 6:00 am - 9:00 AM
 3. Late Morning-Start time 9:01 am to 12:00 PM
 4. Nights

The employer recognizes the purpose of seniority is to provide a declared policy as to the lay off and recall of employees. If a Head Person's position is eliminated because of lay off and/or school closing, that Head Person shall have the right to replace the least senior head person/head annex person if qualified. That replaced person shall have the right to replace the least senior person, or the position to which he/she is most qualified for, respectively, on the early morning shifts. That replaced person shall have the right to replace the least senior person or position to which he/she is most qualified for, respectively, on the late morning shift. That replaced person shall have the right to replace the least senior person or the position to which he/she is most qualified for respectively, on the night shift. In no case shall an employee replace an employee who has more seniority. The final employee laid off shall retain the right to be hired back before any new employees are hired for a period of five (5) years after the date of the lay off.

- 16.04 **APPLICATION OF BENEFITS:** It is understood and agreed by the parties that Group Insurance, Article 9; Holidays, Article 12, and Leave Provisions, Article 10, are designed for regular employees. Therefore, it is agreed that such benefits shall apply only to employees who are regularly employed at least nine (9) months a year and thirty (30) hours a week. It shall not apply to employees who are not regularly employed at least nine (9) months a year and thirty (30) hours a week.
- 16.05 **AUTOMOBILES:** The district mileage policy shall prevail for authorized use of personal vehicles in connection with employer's business a minimum of twelve (12) miles for each occurrence as authorized by the Buildings & Grounds Supervisor. Employees who are required to use their own vehicles due to assignment (split shift) shall receive a minimum of five (5) miles per each occurrence as authorized by the Buildings & Grounds Supervisor. A monthly allowance may be paid for work use of personal vehicles.

- 16.06 **UNIFORM ALLOWANCE:** All custodial employees shall receive a uniform allowance of \$200.00 per year with which to purchase District-approved uniform items including, but not limited to, shirts, pants, shoes, jackets, and coveralls. Each employee must receive pre-approval before purchasing any item for which the employee intends to request reimbursement. Employees must report for work in a presentable uniform at all times and in the interest of safety, must abide by the dress standards as determined by the District.

**ARTICLE XVII
EARLY RETIREMENT**

This article applies to those employees hired prior to July 1, 2006.

- 17.01 **ELIGIBILITY:**
- A. Subject to Chapter 298, Laws of 1973, full-time Custodial employees shall be considered eligible for regular early retirement pay, pursuant to the provisions of this Article and upon submission of a written resignation accepted by the school district if:
1. They have completed at least fifteen (15) years of continuous service with the school district, and
 2. They are at least fifty-five (55) years of age.
 3. Regular early retirement pay shall not be granted to any unit employee who is discharged for cause by the school district.
- B. Subject to Chapter 298, Laws of 1973, full-time Custodial employees shall be considered eligible for special early retirement pay, pursuant to the provisions of this Article and upon submission of a written resignation accepted by the school district if:
1. They are not eligible for regular early retirement pay in paragraph A above, and
 2. They have completed at least ten (10) years of continuous service with the school district, and
 3. They are at least fifty-five (55) years of age.
 4. Special early retirement pay shall not be granted to any unit employee who is discharged for cause by the school district.
- C. For the purposes of this Article, an employee must be a full-time employee at the time of the retirement to be eligible for early retirement benefits and must have been employed by the school district prior to July 1, 2006.
- 17.02 **DEFINITION:** This Article shall apply only to employees whose service has been full time as defined by this Agreement.
- 17.03 **NUMBER OF DAYS:** An eligible custodial employee, upon early retirement, shall receive early retirement pay determined as follows: A payment, up to a maximum of 160 of the employee's unused sick leave days, for regular retirement pay; or a payment, for fifty percent (50%) of the employees unused sick leave days, for special early retirement pay.
- 17.04 **DAILY RATE OF PAY:** In applying these provisions, an employee's daily rate of pay shall be the daily rate at the time of retirement, as provided in the basic salary schedule for the regular working year, and shall not include any additional compensation for overtime.
- 17.05 **EARLY RETIREMENT PAY RESTRICTIONS:** Employees serving on an acting incumbent basis, sabbatical leave, or any other type of leave except legislative leave, jury duty leave, or those leaves resulting from being recalled to active military duty, shall not accrue any credit toward early retirement pay while on any such leave. All credit to apply toward early retirement must be full time.
- 17.06 **PAYMENT OPTIONS:** Payment shall be made in the following manner: One half of the payment upon retirement, and the remaining half of the payment during January of the year following the year in which the employee retires.

- 17.07 **MAXIMUM NUMBER OF ANNUAL RETIREES:** The number of employees to annually be granted early retirement shall be limited to two (2) staff members. If the number of requests exceeds the limitation, priority shall be given on the basis of length of service to the district. All applications for early retirement shall be in the office of the Superintendent no later than April 1st, so that proper budgetary and program planning can take place. Notwithstanding the above, the employer shall not be required to provide early retirement benefits to more than three (3) custodial employees during any fiscal year period.
- 17.08 **PAYMENT FOR DEATH:** In the event that an employee dies with payment options payable under 18.06, the employee's spouse or estate shall receive the balance of payments.
- 17.09 **INSURANCE APPLICATION:**
A Custodian taking early retirement pursuant to this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. Employees who retire pursuant to this Article under 17.01 A, shall be provided a monthly district contribution toward group health and hospitalization insurance in the amount of \$125 per month. This contribution shall continue for a period of sixty (60) months, or until Medicare eligible, whichever occurs first, at which time the district contribution shall cease. Employees shall pay the remaining balance due on premiums for such programs as he/she wishes to retain commencing with early retirement. It is the responsibility of the employee to make arrangements with the District Business Office to pay to the school district any remaining monthly premium amounts above the district's contribution in advance, and on such date as determined by the school district. The right to continue participation in such group insurance programs, however, will terminate when the retired employee reaches Medicare eligibility. Anyone hired after July 1, 2005, will not be eligible for the district contribution provisions in Section 17.09.

403(b) RETIREMENT TRUST

- 17.09 **CUSTODIAL RETIREMENT TRUST (403(B) PLAN):** The purpose of the Custodial Retirement Trust is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This 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 early retirement (severance) as outlined in Article XVII. Such plan shall be conducted under the rules of I.R.C. 403 (b).
- 17.10 **AMOUNT OF MATCHING CONTRIBUTION:**
Commencing July 1, 2010, the District shall match up to the first \$750.00 (seven hundred fifty dollars) of the Custodian's contribution to the 403 (b) plan.
- 17.11 **ELIGIBILITY:** Custodial eligibility to participate in the plan will be as follows:
Subd. 1: Custodians shall be eligible to receive matching funds upon completion of the probationary period in the Custodial Unit in the District.

Subd. 2: Custodians hired prior to July 1, 2006, shall be eligible to participate in the 403 (b) plan and may elect to participate. In the event of such election, such electing Custodial shall forfeit the Early Retirement benefits as stated in Article XVII.

Subd. 3: Custodians hired on or after July 1, 2006 shall be eligible to participate in the 403 (b) plan, and shall not be eligible for the Early Retirement benefits.

Subd. 4: Custodians participating in the 403 (b) plan shall be eligible for insurance as provided in 17.08.

Subd. 5: Eligible Custodians must make application for participation in the 403 (b)

annuity matching program by July 1, for that school year. Once an eligible Custodial elects to participate in the 403 (b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the Custodial.

Subd. 6: Any Custodial on unpaid leave of absence shall not be eligible to participate in the plan.

17.12 **MAXIMUM DISTRICT CONTRIBUTION:**

The amount the District shall contribute to any Custodian's 403 (b) plan shall not exceed fifteen thousand dollars (\$15,000) during the time of the Custodian's employment with the District.

**ARTICLE XVIII
DURATION**

18.01 **TERMS & REOPENING NEGOTIATIONS:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2010 through June 30, 2012, and thereafter pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2012, it shall give written notice of such intent no later than April 1, 2012.

18.02 **EFFECT:** This Agreement constitutes the full and complete agreement between the employer and the union representing the custodial and maintenance employees of the district. The provisions herein relating to terms and condition of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

18.03 **FINALITY:** Any matters relating to the current contract term, whether or not referred to in this Agreement shall not be open for negotiation during the term of this Agreement, except by mutual agreement of the parties.

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

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

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

Independent School Dist. 16
1415 81st Avenue NE
Minneapolis, MN 55432

Local 284 Representative

Chair

Employee Representative

Clerk

Employee Representative

Dated this _____ day of
_____, 2010

Dated this _____ day of
_____, 2010

ATTACHMENT A

**CUSTODIAL EMPLOYEES
SALARY SCHEDULE "A"
2010-2011**

STEP *	CLASS <u>A-1-3</u>	CLASS <u>B-2-1</u>	CLASS <u>B-2-2</u>	CLASS <u>B-2-3</u>
1	13.58	13.58	14.30	14.30
2	14.34	14.34	15.09	15.09
3	15.02	15.02	15.80	15.80
4	15.67	15.67	16.48	16.48
5	16.46	16.46	17.32	17.32
6	17.30	17.30	18.20	18.20
7	18.39	18.39	19.33	19.33
<u>OVERRIDES:</u>				
		Pool: 1.20	Head Cust.:1.45 Garage Maint. Spec. 1.50	District Maint.Spec.: 2.00 MS Head: 3.20 SH Night: 4.00 SH Day: 4.60

Longevity Effective July 1, 2006*

Completed 10 years**	\$0.25
Completed 15 years**	\$0.50
Completed 20 years**	\$0.75
Completed 25 years**	\$1.00

***Previously awarded longevity rates will be grandfathered in. All longevity rates earned beginning with this (2010-12) contract will reflect the new rates.**

****Years completed in the bargaining unit per seniority list.**

BOILER LICENSE: The employer shall reimburse the holders of a Boiler's License as follows:

Chief:	\$1.00 per hour.
First Class:	\$.50 per hour
Second Class:	\$.40 per hour
Special:	\$.15 per hour

No more than six (6) Chief's License holders shall be eligible for payment. Six (6) Chief's License holders shall be paid for their Chief License as long as they are in the employ of School District 16 and a part of this unit. The employer shall reimburse an employee for a Chief's License only as authorized by the Buildings & Grounds Supervisor and required by the school district.

NIGHT DIFFERENTIAL: A differential of \$.65 / hr. shall be paid for all hours worked on any regular shift ending between 6:30 PM and 5:30 AM.

ATTACHMENT B

**CUSTODIAL EMPLOYEES
SALARY SCHEDULE "B"
2011-2012**

STEP *	<u>CLASS</u> A-1-3	<u>CLASS</u> B-2-1	<u>CLASS</u> B-2-2	<u>CLASS</u> B-2-3
1	13.58	13.58	14.30	14.30
2	14.52	14.52	15.28	15.28
3	15.21	15.21	16.00	16.00
4	15.87	15.87	16.69	16.69
5	16.67	16.67	17.54	17.54
6	17.52	17.52	18.43	18.43
7	18.62	18.62	19.58	19.58
<u>OVERRIDES:</u>				
		Pool: 1.20	Head Cust.:1.45 Garage Maint. Spec. 1.50	District Maint.Spec.: 2.00 MS Head: 3.20 SH Night: 4.00 SH Day: 4.60

Longevity Effective July 1, 2006*

Completed 10 years**	\$0.25
Completed 15 years**	\$0.50
Completed 20 years**	\$0.75
Completed 25 years**	\$1.00

***Previously awarded longevity rates will be grandfathered in. All longevity rates earned beginning with this (2010-12) contract will reflect the new rates.**

****Years completed in the bargaining unit per seniority list.**

BOILER LICENSE: The employer shall reimburse the holders of a Boiler's License as follows:

Chief:	\$1.00 per hour.
First Class:	\$.50 per hour
Second Class:	\$.40 per hour
Special:	\$.15 per hour

No more than six (6) Chief's License holders shall be eligible for payment. Six (6) Chief's License holders shall be paid for their Chief License as long as they are in the employ of School District 16 and a part of this unit. The employer shall reimburse an employee for a Chief's License only as authorized by the Buildings & Grounds Supervisor and required by the school district.

NIGHT DIFFERENTIAL: A differential of \$.65 / hr. shall be paid for all hours worked on any regular shift ending between 6:30 PM and 5:30 AM.

ATTACHMENT C

**SPRING LAKE PARK PUBLIC SCHOOLS
GRIEVANCE REPORT FORM**

NAME: _____ BUILDING: _____

Date Grievance Occurred: _____

Statement of Facts: _____

Specific Provisions of Agreement Allegedly Violated: _____

Particular Relief Sought: _____

Signature of Grievant

Date

Copies to: Superintendent
HR Director

MEMORANDUM OF UNDERSTANDING

The District recognizes that some Union business may need to take place during the working day. The District will address Union requests to make arrangements for such business during the working day.

Pursuant to 179A.07, Subd. 6 of P.E.L.R.A., members of the Spring Lake Park Custodial Unit will be allowed reasonable time off to conduct the business of the Exclusive Representative, SEIU Local 284. Approval and/or arrangements will be made on an individual basis.

Members will not suffer a loss in wages due to conducting business of the Union. Members will be allowed to make up the lost time or upon approval the District shall be compensated by the Union.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

Independent School Dist. 16
1415 81st Avenue NE
Minneapolis, MN 55432

Union Representative

Chair

Employee Representative

Clerk

Dated: _____ 2010

Dated: _____ 2010

MEMORANDUM OF UNDERSTANDING

The District and the Union have agreed to document the following procedures to provide clarification in the implementation of Article 8.05, paragraph B.

With proper prior authorization from his/her supervisor

- A custodian who works on any of the holidays mentioned in this paragraph will prepare a timecard with actual hours worked on the holiday.
- The business office will pay the custodian double time (2 times) the custodian's hourly rate for the hours worked on the holiday as recorded on the timecard.
- The custodian will be entitled to take another regularly scheduled work day off as a floating vacation day, in accordance with the provisions in Article 8.05, paragraph B.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

Independent School Dist. 16
1415 81st Avenue NE
Minneapolis, MN 55432

Union Representative

Chair

Employee Representative

Clerk

Dated: _____ 2010

Dated: _____ 2010

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 16 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Custodians of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2010 through June 30, 2012.
2. Notwithstanding the collective bargaining agreement of even date, custodians employed as of the last duty day of the 2010-11 school year shall be compensated at the same step and lane occupied at the close of the 2010-11 school year pursuant to Schedule B of the collective bargaining agreement for the period from July 1, 2011 through June 30, 2012.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2012.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

Independent School Dist. 16
1415 81st Avenue NE
Minneapolis, MN 55432

Union Representative

Chair

Employee Representative

Clerk

Dated: _____ 2010

Dated: _____ 2010