

# MASTER AGREEMENT

**July 1, 2009 – June 30, 2011**

**BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 191  
BURNSVILLE, MINNESOTA**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284  
CUSTODIAL EMPLOYEES  
BURNSVILLE – EAGAN – SAVAGE**

Table of Contents  
 Custodial Employees  
 2009 - 2011

<u>Subject</u>	<u>Page</u>
Bereavement .....	12
Call-Back .....	7
Closing/Emergency Dismissals .....	7
COBRA .....	23
Definitions .....	1
Discipline .....	5
Employer Authority .....	2
Employer Rights and Grievance .....	3
Exclusive Representative .....	1
Family Illness .....	11
Holidays .....	8
Insurance .....	12
Job Posting and Transfer .....	8
Jury Duty .....	12
Just Cause .....	18
Leaves of Absence .....	11
Memorandum of Understanding .....	20-21
Overtime .....	6
Personal Illness Absence .....	10
Physical Examinations .....	14
Retirement .....	17
Salary Schedules .....	15-16
Seniority .....	5
Shifts .....	2
Termination of Employment .....	14
Union Security .....	2
Vacations .....	9
Work Day .....	2
Worker's Compensation .....	11

## **ARTICLE I PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereinafter called the Employer, and the Service Employees International Union Local 284, hereinafter called the Union, pursuant to and in compliance with the Public Employment Relations Act of 1971, provides the terms and conditions of employment for Maintenance and Operations Employees during the duration of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: The Employer recognizes the Union as the exclusive representative, under the PELRA for all classifications listed in Article XXIV.

Section 2. Appropriate Unit: All employees in the above categories are members of the appropriate unit except those excluded under P.E.L.R.A.

Section 3. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

## **ARTICLE III DEFINITIONS**

Section 1. Full-time Employees: Shall mean an employee who works forty (40) hours per week on a regular basis for more than one hundred (100) days per fiscal year.

Section 2. Union: Service Employees International Union Local 284.

Section 3. Union Member: A member of the Service Employees International Union Local 284.

Section 4. Employee: A member of the exclusively recognized bargaining unit.

Section 5. Probationary Period: Effective July 1, 2008 all newly hired or rehired employees will have a nine (9) month (calendar) probationary period from their date of hire. After 67 but before 90 working days of service, the Director of Operations, appropriate supervisor and union steward(s) shall meet with the employee and the District shall conduct a performance review. At that meeting it shall be determined if further performance reviews shall be required prior to the completion of the probationary period.

Section 6. Employer: The Independent School District 191, Burnsville, Eagan, Savage.

Section 7. Superintendent: Superintendent of Independent School District 191.

Section 8. Union Officer: Officer elected or appointed by the Service Employees International Union Local 284.

Section 9. Basic Work Week: A normal workweek shall consist of forty (40) hours, exclusive of lunch.

A work week commences at 12:01 a.m. on Sunday and extends through seven consecutive, twenty-four hour periods.

Section 10. Work Day: The lunch period each day shall not be interrupted except in cases of emergency. When a principal or supervisor identifies a task as needing emergency service, the employee shall receive at least ½ hour of overtime pay. A maximum of twenty minutes away from the workstation for coffee breaks shall be permitted each work day. The Director of Operations and Properties will establish break times for each employee.

Section 11. Basic Work Year: The custodial work year shall correspond to the School District's fiscal year which is July 1st through the following June 30th.

Section 12. Shifts: A shift -When the majority of the hours are worked between 5:30 a.m. and 1:59 p.m.  
B shift -When the majority of the hours are worked between 2:00 p.m. and 9:59 p.m.  
C shift -When the majority of the hours are worked between 10:00 p.m. and 5:29 a.m.

Section 13. Direction of Duties: All work assignments, whether regularly assigned or temporary because of outside agency rentals, are under the direction of the Maintenance and Operations Supervisors.

Section 14. Pay Period: Overtime shall be paid in the next pay period following overtime when submission of overtime is made within the District payroll schedule.

#### **ARTICLE IV EMPLOYER AUTHORITY**

Section 1. The employer retains the sole right to operate and manage all personnel, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.

Section 2. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with in the discretion of the Employer to modify, establish or eliminate.

#### **ARTICLE V UNION SECURITY**

Section 1. Dues Check-off: The employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. The Employer shall remit the collected dues to the Union monthly.

Section 2. Fair Share Fee: In accordance with the PELRA, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the School District, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after the receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or the Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, or damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 3. Steward Designation: The Union may designate employees from the bargaining unit to act as a steward and an alternate steward and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate steward.

Section 4. Union Business: The Employer agrees to allow two (2) membership meetings per year on District property for the purpose of formulating wage requests and presenting final proposal. One hour of release time with no salary deduction shall be granted for each meeting. The district will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time except in emergency situations.

Section 5. Union Notices: The Employer shall make space available on the employee bulletin board for posting of Union notice(s) and announcement(s).

Section 6. Hold Harmless: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of the Article.

## **ARTICLE VI EMPLOYEE RIGHTS - GRIEVANCE**

### Section 1. Definitions.

Subd. 1. Grievance: A grievance is defined as a dispute or disagreement as the interpretation or application of the specific terms and conditions of this Agreement.

Subd. 2. Days: Days shall mean workdays.

Section 2. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors.

Section 3. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours. However, the employee and the Union representative must have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section 4. Procedure:

Subd. 1. Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer on the proper form. The Supervisor will meet and discuss the allegation within five (5) days of notification and give an answer to such Step 1 grievance within ten (10) days after the meeting.

Subd. 2. Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

Section 5. Arbitrator's Authority

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

Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. of 1971 as amended, and shall be based solely on this Agreement and to the facts of the grievance presented.

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

Section 6. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

## **ARTICLE VII SENIORITY**

Section 1. Employee seniority shall be determined by the employee's length of continuous employment in the bargaining unit.

Section 2. Seniority lists will be published by the Employer on November 1st of each year.

Section 3. Probationary periods can be extended up to an additional 90 calendar days by mutual agreement between the Employer and the Union.

Section 4. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

Section 5. In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

Seniority will decide any reduction. The least senior person in any group based on the employee's seniority pursuant to Section 1 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the ability to perform the work required. Position by group shall be the determining factor and any employee eliminated shall then have the right to displace the least senior employee in the same group or successively lower groups. A junior employee may not displace a senior employee.

Upon rehiring, the laid off employee with the most seniority shall be the first recalled. Employees laid off shall hold recall rights for a period of one year. Employees rejecting re-employment shall forfeit recall rights. In no case shall an employee displace an employee with more seniority or an employee in a higher classification.

## **ARTICLE VIII DISCIPLINE**

Section 1. The employer will discipline employees for just cause only. Upon investigation and finding of facts, the employer shall give the affected employee and the steward a written letter explaining such findings. Discipline will be in one or more of the following forms: a) oral reprimand, b) written reprimand, c) suspension, d) demotion, or e) discharge.

Section 2. Suspension, demotions, and discharges will be in written form.

Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be presented, read, and the employee given an opportunity to sign. Employees and the Union will receive a copy of such reprimands and/or notices.

Section 4. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 5. Any material in the employee's permanent personnel file may be reproduced at the request of the employee and cost of reproduction paid by the employee.

Section 6. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.

Section 7. No file material generated in buildings may be used in a disciplinary or grievance action unless it is forwarded to the personnel file by June 30th of the year of occurrence. All such material not forwarded by June 30th of the year of occurrence shall be expunged from the Human Resources personnel file. Written directives or conference summaries which are not disciplinary but which were created by a supervisor and given to the employee to more clearly define performance expectations may be used in disciplinary actions when the purpose is to establish that the employee should have been aware of those expectations

## **ARTICLE IX OVERTIME**

Section 1. Employees will be compensated at one and one-half (1 ½) times the employee's regular pay rate for hours worked in excess of the employee's regular shift except on Sundays and holidays. Employees may elect to take one and one-half (1 ½) hours off for each hour of overtime worked in lieu of overtime pay providing the work has been for Independent School District 191 and meets with the approval of the Director of Operations.

Section 2. Overtime worked on Sundays or holidays shall be compensated at two (2) times the employee's regular pay rate.

Section 3. Administration will assign overtime and employees will work when such overtime is assigned in emergencies. Scheduled overtime will be offered on the basis of rotating seniority per cluster. The buildings that are scheduled for overtime will be assigned in alphabetical order. Building clusters are as follow:

1. BHS Group - Burnsville High School
2. Metcalf Group - Metcalf, Byrne, Cedar, Rahn, ST, Pond
3. Eagle Ridge/Nicollet Group - Nicollet, ERJH, ASC, HV, Sky Oaks, DEC, MWS, VV, HB, and Neill
4. The A.V. Technician, District wide maintenance staff are a part of the BHS group for purposes of eligibility for overtime.

Section 4. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Section 5. Overtime will be calculated to the nearest fifteen (15) minutes.

Section 6. Overtime is incurred when an employee renders service at the specific direction of the Employer in excess the employee's regular shift. A calendar week commences at 12:01 a.m. on Sunday. Bereavement absence, family illness absence, vacations, and personal illness absence will be considered as time worked in calculating overtime. If the employee takes a personal illness absence on a Monday or a Friday, those days shall not count as time worked in calculating overtime. If the employee works a Tuesday through Saturday shift, a personal illness absence on a Tuesday or Saturday will not be counted as time worked in calculating overtime.

Section 7. No more than (2) hours work will be allowed if the event is cancelled without prior notice.

#### **ARTICLE X CALL-BACK PAY**

Section 1. Employees called back to work, after concluding their assigned work shift for the day, will be paid at the above defined overtime rate for the actual time worked with a minimum allowance of three (3) hours.

#### **ARTICLE XI CLOSING AND EMERGENCY DISMISSALS**

Section 1. In the event the schools of the District are closed because of inclement weather, employees shall have a choice of working, taking a vacation day, taking a dock, or making up the lost time within seven (7) working days. There shall be no requirement to make up more than two (2) hours per day.

Section 2. If, after arriving on the job, the employee is dismissed by the Superintendent of Schools or designee, the employee shall be compensated for the day.

#### **ARTICLE XII MISCELLANEOUS**

Section 1. Employees who must use their car for School District purposes during the regular working day are entitled to reimbursement for such mileage according to current District policy. In order to be reimbursed, employees must use the proper form and should submit forms on a monthly basis.

Section 2. The District shall reimburse the cost of any discretionary license requested by the District. The District must make its request to the employee in writing. If a posting requires a license, it shall be paid and not fall under this section.

Section 3. The District shall notify the union steward(s) whenever a new employee is hired prior to the new employees starting date.

## **ARTICLE XIII HOLIDAYS**

Section 1. Twelve month employees shall receive (9) nine paid holidays. They are: Labor Day, Thanksgiving, and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day, and Independence Day. When Christmas and New Year's fall on Saturday, the previous Friday will be observed as a holiday. When those two days fall on Sunday, the following Monday will be observed.

Section 2. Holiday Pay Requirement: In order to receive pay for a holiday, an employee must work the work day before the holiday and the work day after the holiday. Employees who are on an authorized absence or leave shall receive holiday pay without regard to pre and post holiday work day requirement. A doctor's slip may be required for any employee absent more than one incident before or after a holiday.

## **ARTICLE XIV JOB POSTING AND TRANSFER**

Section 1. All job postings will be posted on the district's website and e-mailed to custodial staff at each building. The lead custodian shall also post a copy on each buildings custodial bulletin board.

Section 2. Basis for Selection: Seniority, ability, legal qualifications, and job performance will be considered in filling job openings which have been posted. Administration reserves the right to the final decision.

Conferences will be held with each applicant who indicates in the application that a conference be held, before and/or after the successful applicant is named. The purpose of the conference after the job is filled is to improve the chances for a later successful job transfer request.

Any employee who is not awarded a position shall, upon request, be informed in writing of the specific reasons the employee was not selected.

Section 3. Posting Period: Required postings shall be posted for a period of seven (7) work days. After a posting closes (permanent and/or temporary), a decision shall be made within 20 (twenty) working days and the candidate shall be placed into the position within 20 (twenty) working days.

Section 4. Posting Notice: Union officials will be sent copies of all job postings applicable to positions covered by this Agreement.

Section 5. Probationary Period: Employees selected to fill posted positions shall be on a probationary status for a period of sixty-seven (67) working days.

Section 6. Lateral Transfers: Whenever administration exercises its right to make lateral transfers, administration shall give reasonable prior notice and furnish reasons for transfer.

Section 7. Temporary Appointments: When a supervisor replaces an employee in a higher classification on a temporary appointment or for any other reason with another lower paid employee who qualifies for and performs all job functions of the higher classification for a minimum of 20 work days, the temporary replacement shall receive the higher rate of pay. A temporary appointment to replace an employee in a lower classification continues at the regular rate. Pay is retroactive to day 1. The district agrees not to abuse this provision.

Section 8. Transfers: Employees promoted to a higher paying classification will retain the same rate of pay until their probationary period is complete, at which time they will be placed in a higher, classification at a step determined by administration. However, such placement shall result in a higher rate of pay which shall be retroactive to initial placement.

Section 9. Shifts and Starting Time: Starting times and shifts shall be determined by administration. When changes are necessary, administration shall give reasonable notice.

Section 10. Administration reserves the right to disqualify probationary employees from applying on job postings.

Section 11. Temporary Openings: A position is defined as that which is created by the extended absence of an employee due to disability, extending over a period of more than thirty (30) days but not to exceed twelve (12) months.

Temporary positions shall be filled by qualified employees who respond to listings of the position in the same manner as the regular posting procedure. Employees holding temporary positions will be paid the salary the position is regularly paid. After twelve (12) months, the position would be bid as a permanent position. Holders of temporary positions will return to the position held immediately prior to the appointment. Holders of like positions would not be appointed to a temporary position (lead persons would not fill a temporary lead person position, "A" shift person would not fill another "A" position, etc.).

An employee holding a temporary position would be eligible to bid on any and all bid openings that occur during the temporary appointment. An employee coming back to work after being absent for more than twelve (12) months will be worked into the staff and given first consideration on the first opening on the shift held prior to disability. An employee coming back to work in less than the above twelve (12) months will revert to his/her original position. When such disabled employee returns to work, it shall be at no reduction in salary. Salary shall be frozen at the rate earned when the absence began until the salary for the assumed position is greater than the frozen amount, when the person shall proceed on the new position's salary and subsequent adjustments.

## ARTICLE XV VACATIONS

Section 1. New employees earn, but are not eligible to use vacation until they have successfully completed their 67 day probationary period. At the conclusion of that probationary period, employees will be credited with a prorata vacation, with pay, equal to eight (8) hours for each full month the employee has worked. The employee will continue to accrue vacation at the rate of eight (8) hours for each full month worked through the second June 30<sup>th</sup> of their employment. All vacation time shall be taken within 19 months of the start of the fiscal year in which it is received or be forfeited. Probationary employees can use vacation that they have earned. See Memorandum of Understanding at end of contract regarding exchanging 3 days of unused sick leave for one (1) day of vacation.

Section 2. Successive employment periods shall be rewarded as per Section 3. July 1 to June 30 constitutes a completed year for the computation of vacation allowances.

Section 3. The second July 1 of an employee's employment, the employee shall be credited with fourteen (14) paid vacation days. One (1) additional vacation day shall be granted each year to a

maximum of fourteen (14) additional days for full-time employees. Conversion to be effective July 1, 1998. [Employees will not lose days in this conversion.]

Year 2	14 days vacation (earned year 1)	Year 9	21 days vacation (earned year 8)
Year 3	15 days vacation	Year 10	22 days vacation
Year 4	16 days vacation	Year 11	23 days vacation
Year 5	17 days vacation	Year 12	24 days vacation
Year 6	18 days vacation	Year 13	25 days vacation
Year 7	19 days vacation	Year 14	26 days vacation
Year 8	20 days vacation	Year 15	27 days vacation (earned year 14)
		Year 23	28 days vacation (earned year 22)

Section 4. An employee shall be entitled to the total vacation days in the appropriate year only if service is for the entire year. For less than a full year's service in any year, the number of appropriate days shall be prorated.

Section 5. Qualified Vacation Days: Illness sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefits.

Section 6. Termination Vacation Allowance: Employees who have terminated their employment on their own free will and in good standing are entitled to paid vacation days earned since the prior July 1<sup>st</sup>.

Section 7. Notice: Employees shall make vacation requests prior to May 15th for vacations that occur June through August. Periods of vacation shall be scheduled on the basis of employee seniority within buildings. Requests made after May 15th shall be scheduled at the discretion of administration on a first come, first serve basis.

## ARTICLE XVI PERSONAL ILLNESS ABSENCE

Section 1. All full-time employees shall earn personal illness absence at the rate of one day for each month of service in the employ of the School District. Personal illness absence will not accumulate while an employee is on unpaid leave or is receiving income protection benefits. Employees will be allowed accumulation of seventy-five (75) days. Personal illness absence shall accumulate only when an employee is actually working or on District payroll.

Section 2.

Subd. 1. Employees shall notify the supervisor when illness prevents attendance at work so substitutes may be arranged. Notification shall be made as early as possible. Violation of this section shall be cause for denying paid personal illness absence and/or initiating disciplinary action.

Subd. 2. "Notification shall be made as early as possible" means any shift starting at 12 noon or after requires the employee to notify administration that they shall be on personal illness absence at least two (2) hours before the shift starting time and any shift starting before noon will require one (1) hour notice.

Section 3. To protect the health and welfare of students and staff, administration has the responsibility to check personal illness absence by employees. When an employee has been absent for three (3) or more consecutive days or following a conference for which a written summary has been provided to the employee addressing a suspicious pattern of use, a physician's note will be required to verify illness and the ability to return to work. Employees who do not comply will be subject to disciplinary action.

## **ARTICLE XVII LEAVES OF ABSENCE**

### Section 1. Extended or Unpaid Leave of Absence:

Subd. 1. A leave of absence without pay may be approved by the School Board upon the recommendation of the Executive Director of Human Resources, to employees who request such a leave in writing.

Subd. 2. The duration of said leave without pay shall be for a minimum of one (1) month and up to a year. 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.

Subd. 3. The employee pays for all insurance during this period of time except as specified in Article XXII, Section 7 of this contract.

## **ARTICLE XVIII WORKERS' COMPENSATION**

Section 1. The School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act due the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of personal illness leave and/or vacation pay if an employee is absent from work as a result of a compensable injury under the Worker's Compensation Act.

Section 2. A deduction shall be made from the employee's accumulated vacation or personal illness leave accrual time according to the prorata portions of days of personal illness leave or vacation time which is used to supplement Workers' Compensation.

## **ARTICLE XIX FAMILY ILLNESS**

Section 1. Full-time employees may use up to four (4) days per event, for serious illness of the employee's spouse, children, or parents. After the first event in the fiscal year, subsequent events are authorized if they qualify under the Family and Medical Leave Act of 1993 and shall be paid but limited to 3 days per event.

Section 2. Such absence shall be deducted from the accumulated personal illness absence days. If the employee has exhausted personal illness absence, absence shall be approved and time deducted from an employees vacation time.

Section 3. Sick or Injured Child Care Leave: MN 181.9413. Employees who have exhausted their family illness absences may use personal illness absence provided by the employer for absences due to an illness of the employee's child for such reasonable periods as the employees attendance with the child may be necessary, on the same terms the employee is able to use personal illness leave benefits for the employee's own illness. This section applies only to personal illness leave benefits payable to the employee from the employer's general assets. A "Child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

## **ARTICLE XX BEREAVEMENT ABSENCE**

Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include: spouse, children, spouse of child, parents or former guardians, grandparents, grandchildren, brother, sister and in-laws of a similar degree of relationship.

## **ARTICLE XXI JURY DUTY**

Section 1: Employees shall be paid the difference between their regular daily salary, excluding shift premium stipends, and their jury duty pay if required to serve on jury duty. Employees not serving at the court site must report to work. Travel allowance and expenses shall be the employee's.

Section 2: Employees serving on jury duty will bring written evidence of service at the court site to be paid as set forth in Section 1 above.

## **ARTICLE XXII INSURANCE**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board. The Union shall be notified when bidding of insurance is scheduled.

Section 2. Life Insurance: Effective January 1, 2010, all full-time employees shall also be provided life and dismemberment insurance coverage in the amount of \$60,000 with the district covering the cost of \$50,000. The remaining \$10,000 shall be paid by the employee. Insurance is to be subject to the insurance company's terms and conditions. The employee shall have the option to purchase additional insurance through payroll deduction.

Section 3. Long Term Disability Insurance: The District will furnish income protection insurance which takes effect after a qualified absence of thirty (30) working days. Conditions subject to the policy purchased by the School District. The district will supplement long term disability payments with accrued sick leave and vacation for the period of time that runs concurrently with FMLA.

Section 4. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The School District shall provide individual coverage under the base plan for each full-time employee who is employed by the School District and who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of another plan shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Under the same conditions as set forth in Subd. 1, above, for full-time custodians, the District contribution for dependent coverage shall be equal to 70% of the rate for the highest cost HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance of the premium for dependent coverage shall be paid by the employee.

Subd. 3. Effective January 1, 2010, when both husband and wife are employees of the district and elect dependent coverage, the custodial employee will contribute an amount equal to 5% of the premium for single insurance for the highest cost HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance for the premium for dependent coverage shall be paid by the employer.

Section 5. Dental Insurance:

Subd. 1. Single Coverage: The School District shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

Subd. 2. Dependent Coverage: Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.

Section 6. Commencement of work entitles the employee to coverage effective the first day of employment.

Section 7. Duration of Insurance Contribution: An employee is eligible for district contributions as provided in this article as long as the employee is employed by the School District except when an employee takes an unpaid leave of absence. Contributions to insurance will continue as per Federal Law while an employee is on FMLA leave. Upon termination of employment, all District participation and contribution shall cease, effective on the last working day.

Section 8. Employees who are receiving a PERA disability benefit or have satisfied the age and service requirements and are eligible to receive an annuity from PERA, may remain on the district's medical and dental plan until eligible for Medicare. The employee shall pay the total cost. This provision is subject to the rules and conditions of the carrier.

Section 9. Flexible Benefit Plan: The School District has a flexible benefit plan under IRS code 125. Regulations and procedures are available in the Human Resources Office. A Board policy and accompanying regulations will be updated annually to comply with IRS Regulations.

Section 10. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to custodial employees. All employee contributions and any district match shall be made to plans approved by the union and the Board of Education. Approved plans are Fidelity, Educators Financial Services (E.S.I), AXA(Equitable), and Lincoln Financial Services. The district will also implement a standing 403(b) committee comprised of administration and employees. The custodial representative shall be appointed by the union. Regulations and procedures are available in the Human Resources Offices. The Board policy and regulations will be updated annually for compliance with State and Federal laws.

**ARTICLE XXIII  
TERMINATION OF EMPLOYMENT**

Employees are required to submit written resignations at least two calendar weeks prior to the effective date in order to terminate their employment in good standing.

**ARTICLE XXIV  
PHYSICAL EXAMINATIONS**

Section 1. When employees are required to maintain a drivers license at the discretion of administration, the District shall pay the cost of such examination.

Section 2. All candidates who are offered a contracted position must successfully pass a pre-employment physical. Offers will be rescinded for candidates who do not successfully complete the physical. The cost of the physical shall be paid by the district.

**ARTICLE XXV**  
**SALARY SCHEDULE**  
**2009-2010**

<u>Grade</u>	<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
2	Substitute, Custodian	\$15.55	\$18.25	\$20.79	\$20.81
3	DEC Day Lead Custodian	\$15.90	\$18.66	\$21.24	\$21.25
4		\$16.05	\$18.85	\$21.46	\$21.47
5	Grounds, Courier, WH Driver, Senior High Day Custodian, Pool, JH Maintenance	\$16.23	\$19.04	\$21.68	\$21.69
6	WH Workers, EL Day Head Custodian, JH B-Shift Head Custodian, Senior High Day Lead Custodian	\$16.67	\$19.54	\$22.26	\$22.27
7*	District Maintenance AV Maintenance				\$23.15
8					\$25.30
9	Master Electrician Master Plumber B-Shift: \$.47/hr C-Shift: \$.53/hr Tuesday-Saturday Shift (excluding pool) \$.57/hr.				\$ 27.47

\* Maintenance includes painter, carpenter, mechanic, audio-visual/computer, electrician, HVAC and general (excluding JH maintenance).

\* Note: Prior to 1999, the district and union negotiated a pay rate of (9) for Mr. Wally Maire while he was serving as an apprentice plumber. When Mr. Maire vacates the position, the district will only pay Grade 9 pay to an individual hired as a Master Plumber.

**Salary Schedule  
2010/2011**

<u>Grade</u>	<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
2	Substitute, Custodian	\$15.71	\$18.43	\$21.00	\$21.02
3	DEC Day Lead Custodian	\$16.06	\$18.85	\$21.45	\$21.46
4		\$16.21	\$19.04	\$21.67	\$21.68
5	Grounds, Courier, WH Driver, Senior High Day Custodian, Pool, JH Maintenance	\$16.39	\$19.23	\$21.90	\$21.91
6	WH Workers, EL Day Head Custodian, JH B-Shift Head Custodian, Senior High Day Lead Custodian	\$16.84	\$19.74	\$22.48	\$22.49
7*	District Maintenance AV Maintenance				\$ 23.38
8					\$ 25.55
9	Master Electrician Master Plumber				\$ 27.74

B-Shift: \$.52/hr

C-Shift: \$.58/hr

Tuesday-Saturday Shift (excluding pool) \$.62/hr

\* Maintenance includes painter, carpenter, mechanic, audio-visual/computer, electrician, HVAC and general (excluding JH maintenance).

Section 1. Longevity: Effective July 1, 2009, employees who have completed 4 years of service will receive an additional .30 per hour and .35 per hour effective July 1, 2010 based on the base rate for the classification currently held. Employees who have completed 9 years of service will receive an additional .35 per hour effective July 1, 2009 and .40 per hour effective July 1, 2010 based on the base rate for the classification currently held. Employees who have completed 14 years of service will receive an additional .40 per hour effective July 1, 2009 and .45 per hour effective July 1, 2010 based on the base rate for the classification currently held. Employees who have completed 19 years of service shall receive an additional .45 per hour effective July 1, 2009 and .50 per hour effective July 1, 2010 based on the base rate for the classification currently held. An employee will receive longevity on July 1st following completion of the respective eligibility year (completion of 4th year, 9th year, 14th year, 19th year.)

Section 2. Building Cleaner/Temporary Help/Seasonal Help: These positions are covered by the following conditions only:

- 1) ineligible for benefits,
- 2) will not exceed ratio of 1 cleaner for each 5 personnel in Groups 2-9,
- 3) will be laid off prior to any layoff or hourly reduction of any full time personnel,
- 4) pay will not exceed grade 2, step

Effective June 1, 2008, staff employed under this section shall be limited to June 1 to August 31 for summer employees. During the school year, temporary staff are limited to 30 working days.

Section 3. Salary Conditions:

Subd. 1. In the event a new Agreement has not been mutually adopted by July 1, 2011, the salary for the 2011-2012 fiscal year will be that in effect for each employee on June 30, 2011, until a new Agreement is reached subsequent to July 1, 2011, and the conditions of the new Agreement will determine salaries for 2011-2012.

Subd. 2. Overtime pay shall be computed by using a dollar per hour figure computed on the applicable salary schedule.

Subd. 3. "B" or "C" shift stipend will be paid for any pay period in which the individual employee worked at least one day on the "B" or "C" shift.

Subd. 4. Employees receive credit for all continuous service in the bargaining unit to determine step placement.

Section 4. Uniforms:

Subd. 1. Uniforms as recommended by a committee consisting of three District appointed and three union appointed employees will be worn at all times when at the work site upon completion of the probationary period. The committee will establish uniform options including such things as shirts, pants, jackets, boots/shoes, etc. which may be purchased from a cafeteria total of equal to the cost of four uniforms.

Subd. 2. New employees leaving before their one year anniversary date shall have a 10% per month deduction on the final paycheck.

Subd. 3. Failure to wear uniforms will result in discipline as per Article VIII Discipline.

**ARTICLE XXVI  
RETIREMENT**

Section 1. Employees shall retire based upon current state and federal statutes. Insurance benefits are subject to carrier restrictions.

Section 2. Members of the unit prior to February 16, 1996, may choose between either of the following two retirement/severance plans until August 15, 1998 and are then committed to that plan. All employees hired after February 15, 1996, are automatically covered by Plan B. Employees who have been members of the unit prior to February 16, 1996 will have a two month window to elect to move from Plan A to Plan B. The election window extends from April 1, 2001 to May 31, 2001. Calculation to take place July 1, 2003 for the time period from July 1, 2002 through June 30, 2003 and every year thereafter.

Subd. 1. Plan A.

a. Any member of this Unit who resigns after ten years of continuous District experience, is at least fifty-five (55) years of age, shall receive a sum of \$750 on the last paycheck. This payment shall not be made to an employee who is terminated as a result of disciplinary measures.

b. Sick leave accumulation over seventy-five (75) days shall further accumulate at the rate of one (1) day per month to a maximum of sixty (60) additional days. One (1) day of severance pay will be paid for each two (2) full days of such accumulated sick leave over seventy-five (75) days. This severance pay will supplement the lump sum provisions of this Article and be applied in accord with its age and service guidelines. Employees shall have the option of receiving one lump sum check or annual checks spread over a period not to exceed five (5) years.

Subd. 2. Plan B.

a. A District match to a 403(b) program is available to members of the unit hired after February 15, 1996, or to employees who opted for Plan B of Article XXVI prior to July 15, 1998, and who are beginning their fourth (4th) year of work in the District at .5 FTE or more. Plan B is also available to those employees who elected Plan B during the window opportunity defined in Article XXVI, Section 2 above.

b. Effective 2009-2010, the District will match \$600.00 as permitted under provisions of the Internal Revenue Code Section 403(b).

c. Effective July 1, 2007 for calculation June 30, 2008, and every year thereafter, the District will match \$400.00 for each custodian who uses two (2) or less personal sick days the previous year. If a custodian uses more than two sick days, subdivision 2. d. applies.

d. The District will match \$40.00 for each one (1) full day of unused sick leave for the prior year, to a maximum of \$360.00, prorated for calculation effective July 1, 2008 based on sick leave usage from July 1, 2007, through June 30, 2008 and every year thereafter. Sick leave is not forfeited by the employee.

**ARTICLE XXVII  
JUST CAUSE**

Section 1. No member of this unit will be suspended without pay or reduced in rank without just cause.

**ARTICLE XXVIII  
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing as of the effective date of this Agreement through June 30, 2011. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 2011, all terms of this contract will remain in effect as set forth in this Agreement until a successive Agreement is effected.

Section 2. This Agreement constitutes the full and complete Agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements inconsistent with these provisions.

Section 3. The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof under different circumstances.

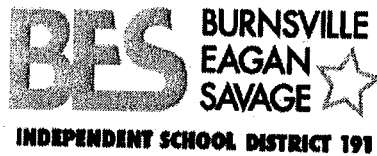
Section 4. This Agreement shall constitute the full complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written, signed agreement to this contract.

Section 5. Any provision contained in any previous Master Agreement and not contained in this Agreement is no longer valid or applicable after July 1, 2009.

## Memorandum of Understanding

The union and district recognize the importance of preventive medicine. Therefore the union stewards will ensure that 95% of all custodians will have a complete physical between January 1, 2010 and June 30, 2011. Documentation will be provided to the Executive Director of Human Resources using the attached form. No private health information will be collected.

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### Documentation of Annual Physical

I hereby attest that \_\_\_\_\_ had a complete physical on \_\_\_\_\_.

Employee Signature: \_\_\_\_\_

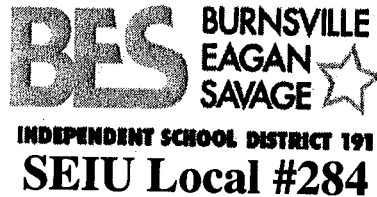
Physician Signature: \_\_\_\_\_

## Memorandum of Understanding

The union and district agree to pilot the following provision from July 1, 2010 through June 30, 2011. Custodial employees may exchange a maximum of (3) days of accrued personal sick leave for (1) day of vacation. Three days of personal sick leave will be decremented from their personal accrual. The request must be made in writing on the following form. The signed form must be submitted between July 1st and July 31st of 2010. Once an employee has made the election, it cannot be revoked for the duration of that year.

If the union and district have not ratified a contract for 2011- 2013, the pilot program will continue through the 2011-2012 fiscal year.

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### Custodial Sick Leave Exchange Request

As per the 2009 - 2011 Memorandum of Understanding, I hereby request that (3) three days of personal sick leave be decremented from my personal sick leave accrual account in exchange for one day of vacation.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This form must be submitted no later than July 31, 2010 for the 2010-2011 year.  
Once submitted, the decision is irrevocable for that year.

**IN WITNESS WHEREOF, The parties have signed this Agreement:**

For: Service Employees International Union Local 284. For: Independent School District 191  
Custodial Employees

Sean D. Cook

Union Contract Organizer

Wallace Maize

Union Steward

Lon D. Strauss

Union Steward

2/04/10

Date

Dee Dee C. Carver

Board Chairperson

Wesley H. Boydard

Board Clerk

John J. Gussow

District Chief Negotiator

2/4/2010

Date

## GENERAL NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS

### \*\* CONTINUATION COVERAGE RIGHTS UNDER COBRA \*\*

#### Introduction

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

#### What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

### **When is COBRA Coverage Available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

### **You Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Human Resources Department. You will be required to provide documentation to substantiate the qualifying event.

### **How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

### ***Disability extension of 18-month period of continuation coverage***

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. The documentation to substantiate the disability must be provided to the Human Resources Department no later than 30 days after it has been received from the Social Security Administration.

### ***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### **If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

### **Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

### **Plan Contact Information**

Additional information about COBRA continuation coverage can be requested by contacting the Human Resources Department, Administrative Services Center, 100 River Ridge Court, Burnsville, MN 55337, (952) 707-2009 or (952) 707-2011.

