

For an explanation or interpretation of the contract, call your Association or the Labor Relations and Benefits Department.

MASTER CONTRACT

Anoka-Hennepin Independent School District No. 11
Coon Rapids, Minnesota

and

School Service Employees
Local 284

Affiliated with AFL and CIO

Regarding Terms and Conditions of Employment for
Building Service Employees
Anoka-Hennepin Independent School District No. 11

March 13, 2005 through March 8, 2008

ARTICLE I

PURPOSE

The purpose of this agreement is to encourage and increase orderly, constructive and harmonious relationships between the Employer and Building Service Employees; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Union pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the "PELRA."

ARTICLE II

RECOGNITION

The School Board recognizes School Service Employees Local 284 as the duly authorized exclusive representative of the Building Service Employees of the Anoka-Hennepin Independent School District No. 11. The School Board hereby agrees that it will not recognize or negotiate with any person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

The Building Service Employees hereby agree that Local 284 School Service Employees shall be the sole agency representing the Building Service Employees of Independent School District No. 11 for the duration of this agreement.

ARTICLE III

MANAGEMENT RIGHTS

The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority and power of the Employer shall continue unimpaired, except as limited by specific provisions of this Agreement.

Any portion of this Agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. Any provision of this Agreement may be severable if any provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the applications of such provisions under other circumstances. The Employer reserves the right to amend any provision of this Agreement as necessary to comply with federal or state laws or rules and regulations promulgated thereunder.

ARTICLE IV

HOURS

The work year shall be twelve months **including** earned holidays and vacations. The work week shall be forty (40) hours, consisting of five (5) consecutive eight hour days for all employees. There are to be no split shifts.

Overtime must be authorized.

It shall be the practice of the Administration to notify local union officers of major changes in shifts or hours.

ARTICLE V

COMPENSATION

Effective **March 13, 2005**, the following schedule of salaries and rules affecting wages shall be implemented:

1. The date of employment will determine placement and advancement on the salary schedule. New employees shall be placed on the initial step rate. Thereafter, subject to future contract negotiations, when step movement is applicable, step movement will be effective **March 13, 2005** for all employees hired prior to **December 1, 2004**; employees hired on or after **December 1, 2004**, but prior to **March 13, 2005**, will remain on the initial step with no step movement until the following year, if applicable. **Step movement will be effective March 12, 2006 for all employees hired prior to December 1, 2005; employees hired on or after December 1, 2005, but prior to March 12, 2006, will remain on the initial step with no step movement until the following year, if applicable. Step movement will be effective March 11, 2007 for all employees hired prior to December 1, 2006; employees hired on or after December 1, 2006, but prior to March 11, 2007, will remain on the initial step with no step movement until the following year, if applicable.**
2. Lead pay as set forth in Salary Schedule B shall be applied to the following: Day and afternoon lead in the high schools and middle schools with pools, and at the Andover and Ramsey elementary schools. They must have a minimum boiler license one grade below what is required for that building. Lead pay as set forth in Salary Schedule B shall also be applied to the Woodshop, and Audio Visual Repair positions. The LC/DC afternoon position shall be compensated at \$15.00 per pay day over their normal rate.
3. Custodians or those employees on special assignments will be paid the listed rate per this contract or \$1.00 per hour (\$2.00 per hour for employees in secondary buildings) above their base rate after two consecutive working days of such assignment, retroactive to the first day of absence. There shall be no pay differential for an absence not in excess of two days. Special assignments include special work projects as defined by the District and/or filling in as a Building Supervisor. Filling in for an afternoon lead, as directed by the Building Supervisor, for more than 80 cumulative working hours within a school year will also be included and will be paid retroactive to the first hour **at the corresponding lane** of pay for that step. Special assignment work projects (except filling in for Building Supervisor)

of 30 days or more will be posted and filled with the best qualified candidate, which is determined by the District.

4. Work performed in excess of eight hours per day or forty hours per week shall be compensated at time and one-half rate. Emergency work required on Thanksgiving Day, Christmas Day, Easter Sunday, or any holiday listed in Article VIII shall be compensated at double time rate **excluding** building checks **which are compensated at a** time and one-half rate.
5. An additional \$12.50 per pay day will be paid to those custodians working the third shift (12:00 midnight - 8:00 a.m.) or the 11:00 p.m. - 7:00 a.m. shift.
6. Grounds crew that are not being used as custodians during the winter months will be paid an additional \$5.00 per pay day for the four winter months. Grounds crew persons used as building custodians will be placed by District seniority. The person with the most seniority will be given first choice, down to the person with the least seniority last choice.
7. All applicants for a vacant position shall possess the required license at time of bid. All employees (excluding drivers, warehouse, grounds, and maintenance employees) must have a second class boiler license by the end of two years employment. Employees (excluding drivers, warehouse, grounds, and maintenance employees) may receive additional pay on the wage schedule by obtaining the applicable license (2nd, 1st, Chief). Employees who show evidence of successfully completing tests for boiler license or renewal shall be reimbursed the license fee by completing a voucher and shall be placed on the appropriate wage rate lane commensurate with the license.

In the event an employee lets his/her license lapse **as verified by District review of Minnesota Department of Labor and Industry records**, the employee will be placed on **his/her** current step on the “no license” lane **effective on the next available paycheck**. Effective upon receipt by the Building & Grounds office that the employee has obtained licensure, the employee will be placed on the appropriate step and lane **effective on the next available paycheck**.

8. Those employees who are working the second shift shall be paid an additional \$5.00 per pay day. Afternoon lead employees shall receive an additional \$.25 per hour.
9. Building Check: A minimum of two hours pay for secondary schools
 A minimum of two hours pay for elementary schools

Maintenance and all custodians will be paid a minimum of two hours overtime when called back to work after normal working hours. This will include travel time but does not include building checks.

10. Mileage will be paid at the rate set by the School Board for authorized travel between buildings and certain locations.

11. Effective 3-13-05 through 3-11-06: *

STEP MOVEMENT

STEP	CUSTODIANS. NO LIC/SPEC	2 nd CLASS	1 ST CLASS +\$.10	CHIEF +\$.15	DRIVERS, WHSE LEADS. GRDS	LEAD w/1 st +\$.10 lead	LEAD w/Chief +\$.15
1	11.40	11.80	11.90	12.05	12.55	12.65	12.80
2	11.55	12.00	12.10	12.25	12.75	12.85	13.00
3	12.50	12.75	12.85	13.00	13.50	13.60	13.75
4	13.25	13.75	13.85	14.00	14.50	14.60	14.75
5	14.25	14.70	14.80	14.95	15.45	15.55	15.70
6	14.60	15.55	15.65	15.80	16.30	16.40	16.55
7	15.00	16.45	16.55	16.70	17.25	17.35	17.50
8 (new)	15.50	17.95	18.05	18.20	18.80	18.90	19.05

Maintenance Maint.w/Lic Maint.w/Lic
20.70 22.70 24.70

Maint. Lead MLead w/Lic MLead w/Lic
21.70 23.70 25.70

Effective 3-12-06 through 9-2-06:

STEP MOVEMENT

STEP	CUSTODIANS NO LIC/SPEC	2 nd CLASS	1 ST CLASS +\$.10	CHIEF +\$.15	DRIVERS, WHSE LEADS. GRDS	LEAD w/1 st +\$.10 lead	LEAD w/Chief +\$.15
2	11.55	12.35	12.45	12.60	13.10	13.20	13.35
3	11.85	12.75	12.85	13.00	13.50	13.60	13.75
4	12.80	13.75	13.85	14.00	14.50	14.60	14.75
5	13.60	14.70	14.80	14.95	15.45	15.55	15.70
6	14.60	15.55	15.65	15.80	16.30	16.40	16.55
7	15.00	16.45	16.55	16.70	17.25	17.35	17.50
8	15.50	17.30	17.40	17.55	18.10	18.20	18.35
9 (new)	15.75	18.45	18.55	18.70	19.30	19.40	19.55

Maintenance Maint.w/Lic Maint.w/Lic
21.30 23.30 25.30

Maint. Lead MLead w/Lic MLead w/Lic
22.30 24.30 26.30

*Retroactive pay for active or retired employees only.

Effective 9/3/06 – 3/10/07

No Step Movement (fixed flex conversion)

STEP	CUSTODIANS NO LIC/SPEC	2 nd CLASS	1 ST CLASS +\$.10	CHIEF +\$.15	DRIVERS, WHSE LEADS, GRDS	LEAD w/1 st +\$.10 lead	LEAD w/Chief +\$.15
2	13.80	14.60	14.70	14.85	15.35	15.45	15.60
3	14.10	15.00	15.10	15.25	15.75	15.85	16.00
4	15.05	16.00	16.10	16.25	16.75	16.85	17.00
5	15.85	16.95	17.05	17.20	17.70	17.80	17.95
6	16.85	17.80	17.90	18.05	18.55	18.65	18.80
7	17.25	18.70	18.80	18.95	19.50	19.60	19.75
8	17.75	19.55	19.65	19.80	20.35	20.45	20.60
9	18.00	20.70	20.80	20.95	21.55	21.65	21.80

Maintenance Maint.w/Lic Maint.w/Lic
23.55 25.55 27.55

Maint. Lead MLead w/Lic MLead w/Lic
24.55 26.55 28.55

Effective 3-11-07 through 3-8-08

STEP MOVEMENT

STEP	CUSTODIANS NO LIC/SPEC	2 nd CLASS	1 ST CLASS +\$.10	CHIEF +\$.15	DRIVERS, WHSE LEADS, GRDS	LEAD w/1 st +\$.10 lead	LEAD w/Chief +\$.15
3	14.10	15.00	15.10	15.25	15.75	15.85	16.00
4	14.40	16.00	16.10	16.25	16.75	16.85	17.00
5	15.30	16.95	17.05	17.20	17.70	17.80	17.95
6	16.15	17.80	17.90	18.05	18.55	18.65	18.80
7	16.95	18.70	18.80	18.95	19.50	19.60	19.75
8	17.65	19.55	19.65	19.80	20.35	20.45	20.60
9	18.00	21.20	21.30	21.45	22.05	22.15	22.30

Maintenance Maint.w/Lic Maint.w/Lic
24.15 26.15 28.15

Maint. Lead MLead w/Lic MLead w/Lic
25.20 27.20 29.20

B. Specialist Schedule

- I. Drivers, Leads, Grounds, Warehouse (approximately 1.045 x Applicable Step)*
- II. Maintenance (approximately 1.152 x Top Step)*
- III. Maintenance Specialist positions for whom the District requires licensure will receive the following stipends (included on salary schedule):

	3/13/05
• Electricians License	4.00
• DDC HVAC	4.00
• Refrigeration/Universal License	2.00
• Master Gas License	2.00
• Reduced Pressure Zone State Certification	2.00
• Low Voltage Power Limited Technician	2.00

There shall be no stacking of licenses; in addition the parties may mutually agree to add additional licenses as may be necessary.

- * **Although the actual salary schedule for each relevant year controls, it is understood that the drivers, leads, grounds, warehouse lane has a factor rate of approximately 1.045 x applicable step and that the maintenance lane has a factor rate of approximately 1.152 x top step; it is further understood that these factor rates are exclusive of the September 3, 2006 fixed flex conversion.**

- 12. Emergency closing. When schools are closed and/or evening programs, meetings or events are canceled because of inclement weather, employees are expected to complete their shift assignment. For purposes of this Article, the length of an emergency closing shall be defined as follows: when schools are closed in the morning prior to commencement of the school day, the length of the emergency closing will be defined as the first, second, and third shifts; when school is closed in the evening prior to the school day, the length of the emergency closing will be defined as the third, first, and second shifts; when schools are closed during the school day, the length of the emergency closing will be defined as the second and third shift. In the event closing is on a Friday morning prior to commencement of school or during the school day on Friday, then the third shift is considered to be the Friday third shift or the Saturday shift.

Employees who are called in to report to work will be paid an additional straight time rate. Following an employee's personal contact with his/her supervisor to confirm the employee's status for the shift, an employee who is not required to stay or report to work for his/her shift shall remain on call and shall receive no loss in pay; if personal contact is not made, the employee shall not be paid for the shift. For purposes of this paragraph, personal contact includes leaving a voice message to the employee's supervisor with a phone number and location where the employee may be reached for call-back purposes. If an employee is on leave (e.g., sick or vacation) when an emergency closing occurs, the leave shall be processed as if the emergency closing had not occurred.

ARTICLE VI

INSURANCE

1. Eligibility

New full time (260 days per year and 8 hours per day) employees shall be eligible for the District Hospitalization-Medical-Major Medical plans on their first day of full-time work.

The eligibility date for Long Term Disability Insurance will be effective the first of the month following completion of the probation period.

2. Flexible Benefit Plan (effective through August 31, 2006)

Effective, September 1, **2004**, the District shall contribute **ten thousand one hundred thirty six dollars (\$10,136)** toward the flexible benefit **plan** account for the purchase of hospitalization insurance, dental insurance, term life insurance, and long term disability insurance in accordance with the Anoka-Hennepin **Flexible** Benefit Plan. Effective September 1, **2005 through August 31, 2006**, the District **shall contribute ten thousand seven hundred twelve dollars (\$10,712)** toward the flexible benefit **plan account**.

The Flexible Benefit **Plan** shall be prorated for employees who work less than a full duty year. Employees shall not be docked for unpaid disciplinary suspensions.

3. Hospitalization-Medical-Major Medical Insurance

The school district **shall** provide hospitalization insurance for all full time staff members who are eligible and enrolled in the plan. **Effective September 1, 2006, the District contributions shall be:**

A. **Single coverage:** For eligible, enrolled employees, the employer shall contribute 100 percent of the premium for single coverage.

B. **Family District Contribution:** For eligible, enrolled employees, the employer shall contribute a maximum of eight hundred twelve dollars (\$812) per month from September 1, 2006 through August 31, 2007; effective September 1, 2007, the District contribution will increase by the same dollar amount as the increase in single coverage.

Effective September 1, 2006, if both a husband and wife work full time for the District and both are benefit eligible and enrolled, the District shall contribute 100% of the premiums for family coverage.

Effective September 1, 2006, through August 30, 2008, the District shall provide three hundred seventy five dollars (\$375) per month to custodians who are married to a teacher who is the family policy holder as of August, 2006 and continues to be married and enrolled in the same family coverage for each eligible month through August 30, 2008.

4. Long Term Disability

Effective September 1, 2006, the District **shall continue to** pay the cost for Long Term Disability Insurance for all full time employees. Eligibility for LTD benefits is the first of the month following completion of the probation period.

5. Term Life Insurance

Effective September 1, 2006, the School District shall **continue to** provide a \$50,000 term life insurance policy for each full time employee.

6. Dental Insurance

Effective September 1, 2006, the District **shall continue to contribute 100 percent of the premium for** all full time eligible and enrolled employees in accordance with the School District Dental plan.

7. Worker's Compensation

Subd. 1. If any employee is absent from work as a result of compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' 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.

Subd. 2. Any employee who terminates his/her employment during a period of absence eligible for Workers' Compensation and has been overpaid shall be required to return the overpayment to the school district.

8. Long-term Disability

Subd. 1. Employees who are on a long-term disability leave shall be allowed to continue participation in any group insurance plan in which they participated prior to going on long-term disability.

Subd. 2. The District shall contribute an amount equal to that contributed for active employees for single health/hospitalization coverage **up to Medicare eligibility**. Dependent coverage contribution by the District shall continue at the amount in effect at the time of disability and shall cease two years from the time of long-term disability.

Subd. 3. The District shall contribute the full premium for the term life insurance until the waiver of premium commences. If the waiver of premium is not approved, the employee may continue the term life insurance by paying the School District at the group rate cost.

Subd. 4. Dental Insurance may be continued by the employee by paying the entire premium in effect for active employees.

ARTICLE VII

VACATION

1. General Guidelines

All full time employees are considered to have a work year of 2080 hours. Employees working less than 2080 hours will be given vacation and sick leave benefits in an amount proportionate to the relationship between the **regular** hours worked and 2080 hours.

2. Qualifications

Until modified by the vacation accrual Memorandum of Understanding, the employee's seniority date on **July 1st** shall determine the eligibility for vacation.

3. Seniority Guidelines

- | | | |
|----|---|-------------|
| a. | After one year of consecutive employment: | Two weeks |
| b. | After 5 years of consecutive employment: | Three weeks |
| c. | After 11 years of consecutive employment: | Four weeks |
| d. | After 16 years of consecutive employment: | 22 days |

Employees with less than one year of employment will receive pro-rated vacation from the first date of hire.

4. Schedule

Request for vacation must be approved by the employee's supervisor. Consideration for approval will be dependent on the time of year of the request, operation and maintenance needs of the work area, and availability of other building staff. While every effort shall be made to meet the desire of the employees requesting their periods of vacation leave, vacation schedules must conform to the requirements of operations and vacations must be taken as scheduled by the supervisor. Conflicting requests for vacations shall be resolved on the basis of seniority preference and timing of request.

5. Terminal Vacation

Employees who have one or more years seniority and resign with two weeks' notification, shall be paid for any earned **but unused** vacation **days** calculated at full months of service. Employees who have one or more years seniority and who are terminated for just cause, shall also **be paid any earned but unused** vacation **days**.

ARTICLE VIII

HOLIDAYS

Twelve-month employees shall have 11 paid holidays. These holidays shall coincide with the school year calendar and will normally be Independence Day, Labor Day, two days at Thanksgiving, two days winter break, New Year's Day, two days spring break, Memorial Day, and President's Day.

Any paid holidays which fall within an employee's vacation period shall not count as a vacation day. Any employee who shall be asked to work on any paid holiday as described above shall be compensated at double time rate unless it is for a building check.

ARTICLE IX

SICK LEAVE

Sick leave will be earned at the rate of 4.3 hours per payday (14 days per year) of employment and it will be allowed to accumulate to an unlimited amount. Sick leave may be used for personal illness or serious illness of the employee's spouse or children or on account of death of a member of the immediate family. The immediate family shall include spouse, children, grandparents, grandchildren, mother, father, brother, sister and in-laws of similar degree of relationship.

An employee must make one phone call, and make personal contact with the Building Supervisor/immediate supervisor, Supervisor of Operations, or his/her designee. The Supervisor may ask for a doctor's slip if he feels the employee is abusing sick leave based on the mutual agreement with the union. This agreement is good for one year but may be renewed if requested by the District and approved by the union.

Three days of personal leave per year may be granted without salary deduction, the day(s) to be deducted from sick leave. The personal leave shall be for funerals, emergencies, and for personal business that cannot be conducted during non-work hours. Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation (except a schedule change by common carrier due to inclement weather) nor for wages or profit. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in unusual cases. All requests must have the approval of the Human Resource Manager. Personal leave days are not cumulative.

Any employee who has used less than half of the year's allotted sick leave during the fiscal year of July 1 through June 30 of the relevant year, and has accumulated 30 sick days may choose to buy back up to five unused days at the regular hourly rate of pay set forth in Article V, paragraph 11.

Absence due to injury as a result of assault while on the job shall not be charged against sick leave.

ARTICLE X

MATERNITY LEAVE

MATERNITY LEAVE OF ABSENCE: Maternity leave of absence will be granted in accordance with the following regulations:

Subd. 1: Within ninety (90) days of learning of pregnancy, the employee shall provide a doctor's statement to her supervisor confirming pregnancy and anticipated delivery date.

Subd. 2: A "Request for Maternity Leave of Absence" shall be submitted to her supervisor addressed to the Employee Services Department at least ninety (90) days before the anticipated delivery date.

Subd. 3: The Superintendent or designee shall consider the employee's ability to perform the job assignment, and the wishes of the employee, in determining the starting date for the leave of absence. Notice of the leave will be forwarded to the employee and her supervisor.

Subd. 4: A maternity leave is defined as the period of time of disability and shall not normally exceed thirty (30) working days. A child care leave is defined as the period of time an employee intends for the convenience and comfort of the employee as well as the care of the child. Maternity/child care leave shall normally be no longer than a maximum of twelve (12) weeks per year.

Subd. 5: Employees on leave shall have the district contribution of health insurance continued by the District in accordance with District FMLA policies and guidelines.

District seniority shall accumulate during the leave of absence.

An employee may choose to use earned sick leave for the regular duty days she is disabled up to and including thirty (30) days, upon submitting written request to the Labor Relations & Benefits Department. This disability shall begin no later than the first day of birth.

Subd. 6: Circumstances of unusual nature may receive special consideration.

Subd. 7: Employees returning from maternity leave shall return to the same position; in the event the position no longer exists, the provisions of Article XIV shall apply. Employees returning from FMLA leave shall return to the same or equivalent position.

Subd. 8: Sick leave and vacation benefits accumulated at the start of the maternity/child care leave will be granted at the return of the leave.

SECTION 4. FAMILY/MEDICAL LEAVE:

An employee will be eligible for family medical leave in accordance with state and federal law, as well as District policy and practice.

SECTION 5. ADOPTION/PARENTAL LEAVE:

A father, following the birth of his child, or a mother and/or father following the adoption of a child may use up to seven (7) days sick leave. The leave must commence within the first twelve months of the birth or adoption.

ARTICLE XI

JURY DUTY

Custodians called for jury service shall serve with no loss of pay. Full salary will be paid by the school district but compensation received for the jury service shall be returned to the school

ARTICLE XII

CLOTHING ALLOWANCE

The District shall allocate up to \$90.00 per employee per fiscal year for District uniforms (the allocation may be increased annually based on any increase in the cost of the District standard uniform of three trousers and three shirts). Maintenance and Grounds crew will receive an additional allocation of up to \$30.00. The School District will designate a coordinated uniform for employees which will include options for shirts, T-shirts, sweatshirts, coveralls, trousers and shorts in cotton and multi-blend fabrics. Employees will be responsible for keeping uniforms clean and neat.

During winter months adequate cold weather gear will be available for grounds custodians on a reasonable advance request.

ARTICLE XIII

DUES CHECK-OFF

Employees have the right to dues check off for the exclusive representative organization. In addition all public employees who are not members of the exclusive representative may be required by said representative to contribute a fair share fee for services rendered by the exclusive representative and the employer, upon notification by the exclusive representative of such employee, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the exclusive representative, per PELRA. Should a suit or charge regarding fair share fee be filed by an organization or an employee, the District shall be held harmless.

ARTICLE XIV

SENIORITY AND JOB POSTINGS

1. Seniority

Layoff shall be on the basis of seniority, last person hired shall be the first person laid off. Seniority is figured on the first day of reporting to work in a full-time assignment. Employees on layoffs shall hold rights to be hired back before any new employees are hired. The District will provide two weeks written notice to any employee who is to be laid off.

Seniority for those employees who are absent for extended periods of time shall be handled in the following manner:

- a. Time credited for step progression will continue up to ninety days of continuous absence. Absence after ninety continuous days shall not be accumulated.
- b. Bargaining unit members who leave the unit to take another position within the District and who return shall be credited all years of service in the District for purposes of vacation accrual, retirement severance eligibility, and step placement on the salary schedule. Bargaining unit seniority retained prior to leaving the unit as well as seniority earned following return will be utilized for purposes of layoff. Bargaining unit seniority earned prior to leaving the unit will not be retained for purposes of job bidding or vacation scheduling. Return to the unit would be to available unassigned positions for the first sixty (60) calendar days after which the returning employees would be eligible to bid on posted custodial positions.

The District shall provide Local #284 and Union stewards a copy of the updated seniority list by March 1st of each year.

2. Postings

In the event of changes within the district, creating a vacancy in a better position, this position shall be posted for the information of present employees. This vacancy shall be filled by the selection of the best qualified person with the longest record of service. There shall be no "bumping" from, one position to another. The Union Steward will receive written notification on those appointments where employees have been selected for promotion prior to the employee assignment on the job. It is the employee's responsibility to furnish the steward a copy of the bid submitted to the administration.

Qualifications shall be established for maintenance, driver, lead, grounds and warehouse positions and shall be posted as the openings occur. The Union will be notified promptly of any changes in qualifications. Qualified unit applicants for grounds and warehouse positions shall be given preference over non-unit applicants.

3. If an employee who holds a position not classified as qualified in 2 above has six months continuous absence, their job placement shall be filled by the bidding process. Upon their return they will go to the unassigned position based on mutual agreement with the union.
4. During an employee's probationary period the employee shall not be able to bid out of a position.
- 5.

ARTICLE XV

RULES

1. Probation and Discharge

The probationary period for new employees shall be a minimum of six (6) calendar months which may be extended up to an additional three (3) calendar months with District notice to the Union; any probationary period beyond nine (9) calendar months may only occur upon mutual agreement between the District and the Union. Employees who have completed their probationary period shall be regarded as permanent employees and will be discharged only for cause. This shall not apply to temporary summer help employed on an hourly basis. The causes for discharge are to be as follows:

- a. Stealing (This will be grounds for immediate dismissal.)
- b. Being intoxicated while on the job.
- c. Insubordination - refusal to comply with any request of the Buildings and Grounds Director or Supervisors constitutes grounds for suspension.
- d. Inefficiency or inability to meet acceptable standards of work-- such employee is expected to improve his/her skills in performing the many types of jobs needed for good building maintenance work.
- e. Failure to pass any physical examination that may be required by the Board of Education.

Administration will discuss c, d and e with the representative of Local Union No. 284, but the decision of the Board shall be final, subject to the grievance procedure.

2. Health and Safety

- a. A health certificate issued by a physician following a physical examination is required of every new employee. It may be required periodically of all employees.
- b. All regulations and laws of the State of Minnesota and OSHA governing the safety of employees and building occupants shall be complied with by the employer and employees. Any employee driving a district vehicle must have a current operative driver's license.

3. Demerit System

- a. Verbal Warning: If a permanent employee commits a minor infraction of a policy, work rule or work performance, he/she shall be issued a verbal warning by the Building Supervisor and a notation shall be sent to the Building & Grounds Operations Supervisor.
- b. Written Warning: Should a repeated minor violation happen and/or a more serious violation take place, the employee shall be issued a written warning by the Buildings and Grounds Department. A copy of the warning shall be sent to the Local Union Steward and one placed in the employee's personnel file.
- c. If an employee has a deficiency of such magnitude that a written report is made of it, the employee and the Union Steward shall be furnished with a copy of the report. If requested Employee's records shall be examined annually by the Administration and records of deficiencies that have been satisfactorily corrected shall be removed from the file. Uncorrected deficiencies shall be called to the attention of the employee and the Union in writing. Reasonable time and assistance will be granted for the correction of deficiencies. Employees unable to correct deficiencies will be asked to resign or be discharged.

4. In no event will part-time employees be hired to replace full-time employees.
5. The union shall be entitled to use the district mail distribution service for distribution of union material free of charge. This privilege shall not be used for any political activity.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section I. Definition

- A. Grievance means a dispute or disagreement as to the interpretation or application of any term or terms of the "written agreement."
- B. Employee is an employee or employee organization that is certified as an appropriate unit in the school district and not classified as confidential, supervisory, or principal/assistant principal as defined in PELRA-71.
- C. First Level Supervisor shall mean building supervisor/principal/assistant principal.
- D. Second Level Supervisor shall mean the person to whom the first level supervisor reports.
- E. Days: Days shall be considered "working days" as defined for the employee except at the end of the school year. The days in this instance shall be week days.

Section II. Procedure

Grievances as defined in Section I shall be settled in the following manner and the steps set forth must be followed in the order listed within the time limits prescribed.

Step 1: The grievance shall be orally presented to the employee's first level supervisor within five (5) days after employee knew or should have known of the violation. In the case of posted notices, the five (5) days shall start as of the actual date of the posting in each building. No settlement in this Step 1 shall be made in violation of the "written contract."

If a settlement is not reached within two (2) days after oral presentation to the first level supervisor the grievance shall be reduced to writing on form No. G-1 with a clear statement of the issues involved. This shall be presented to the first level supervisor who shall transmit the written grievance within five (5) days to the **General** Counsel for handling in accordance with Step 2.

Step 2: The **General** Counsel shall establish a Step 2 hearing with the aggrieved and the appropriate second level supervisor. The Step 2 meeting shall be held within ten (10) days after the employee has filed the written grievance. The time and place for meetings under Step 2 shall be at the discretion of the **General** Counsel. The employee shall be allowed a maximum of three district unit members at the meeting.

The **General** Counsel shall prepare a report of the meeting, together with a written disposition of the matter and forward copies thereof to the employee and to the employee's exclusive representative organization, within (5) days after the Step 2 hearing.

If agreement is not reached in Step 2, the aggrieved shall, within five (5) days of the date of the disposition of the grievance, notify the **General** Counsel, in writing, that a Step 3 meeting is required.

Step 3: Grievances referred to Step 3 shall be discussed between the employee's exclusive representative and the **General** Counsel. This discussion shall take place within five (5) days after the grievance has been referred to Step 3. **General** Counsel shall issue a disposition of Step 3 within five (5) days from the Step 3 meeting.

If agreement is reached the disposition of the matter shall be final and binding. If agreement is not reached, the aggrieved shall, within five (5) days from the date of disposition, notify, in writing, the **General** Counsel that arbitration is required.

Step 4 Arbitration: In cases referred to Step 4 the parties shall attempt to agree on an arbitrator. If Agreement is not reached within three (3) days the parties shall petition the Bureau of Mediation Services for a list of arbitrators for the parties to select one arbitrator to preside over the hearing.

The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure and make all necessary rulings.

The arbitrator shall have no power to add to, subtract from or modify any of the terms of the written agreement or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this article. The decision of the arbitrator, if within the scope of his power, shall be binding on both parties within the limitation of PELRA. The expense and fees of the arbitrator shall be borne jointly by the school district and the employee. A party requesting a transcript of the arbitration shall bear the full cost.

Section III. Rules

Any loss of time by the employee and his representatives to attend Step 4 in the grievance procedure shall not be compensated.

The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual written consent. The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

The failure of an administrator to communicate his/her decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step in the grievance procedure.

An employee shall be allowed to have a union representative at any step in the grievance procedure.

No reprisals shall be brought against any employee because of his/her filing a grievance.

Grievance cases shall be as confidential as possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

ARTICLE XVII

Retirement/Severance

All custodians hired into the District on or after July 1, 2006 are not eligible for Section 1.

SECTION 1. Retirement Severance: Employees who are immediately eligible to receive a state retirement pension upon retirement, have ten (10) years seniority in the district, and notify the District of intended retirement no later than two (2) months prior to the retirement date, shall qualify for up to 100 unused sick leave days times their daily rate (hourly rate on schedule and shift differential) of pay **less any District contributions to a matching 403(b) as set forth in Section 2 403(b) of this Article** in retirement severance compensation; employees with at least twenty five (25) years of service shall qualify for up to 120 unused sick leave days **less any District 403(b) contribution.**

Subd. 1: Payment shall be made in one lump sum upon retirement **to the District's Special Pay Plan in accordance with federal rules and regulations.** Deductions, such as state and federal income tax, social security or PERA shall be made only as required by law. If the retiree dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased. This section shall not apply to any employee who is discharged for cause by the School District.

SECTION 2. 403(b):

Subd. 1 All employees who are eligible for insurance as set forth in Article VI are eligible for this benefit.

Subd. 2 Effective July 1, 2006, the District shall establish a matching contribution, of up to \$2,000.00 per fiscal year allocated on a per pay period basis in a 403(b) matching program for all fulltime employees with at least two years of service as of July 1 of the relevant year.

Subd. 3 The maximum individual lifetime matching contribution by the District shall be \$25,000.00.

SECTION 3. Health and Dental Insurance: Benefit eligible and enrolled employees eligible for retirement severance as established by this Article (immediately eligible for a state retirement pension and has ten (10) years seniority) may elect to continue to participate in the **District's Health and Dental insurance programs.** Effective after ratification of this agreement, the value of sick leave over 100 sick leave days (or over 120 sick leave days if 25 years of service) shall be allocated to the Health Care Savings Plan for the individual retiring employees.

ARTICLE XVIII

DURATION AND RENEGOTIATION OF AGREEMENT

This Agreement shall become effective on March 13, 2005, and shall continue in full force and effect to and including March 8, 2008.

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days, but not more than ninety (90) days prior to any anniversary Agreement date thereafter. A notice to desire to modify this Agreement shall set forth proposed modifications sought by the party, and clauses of this Agreement for which no modification is sought shall be renewed automatically. Negotiation with respect to proposed modification may commence at any time after notice of proposed modifications has been given.

In keeping with the philosophy stated in Article I, issues other than compensation may be open for discussion and/or modification by mutual consent of the parties. This item shall not be subject to the grievance procedure.

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

School Service Employees Local 284

Anoka-Hennepin Independent School District No. 11

Dated _____

General Counsel

MEMORANDUM OF UNDERSTANDING

The District and the Union agree that should federal insurance laws change the status of the district's flexible benefit plan during the life of this contract, the parties will negotiate the impact of that change and will not reduce the total monetary benefit. **This Memorandum of Understanding will sunset on September 3, 2006.**