

Independent School District No. 13
Columbia Heights, Minnesota

and

COLUMBIA HEIGHTS
CUSTODIAL EMPLOYEES

MASTER AGREEMENT
SCHOOL YEARS 2004-2006

Local 284
School Service Employees
AFL - CIO

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**COLUMBIA HEIGHTS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 13**

**CUSTODIAL EMPLOYEES
2004 - 2006**

**ARTICLE I
PURPOSE**

Section 1. Parties: **THIS AGREEMENT**, entered into between Independent School District No. 13, Columbia Heights, Minnesota, hereinafter referred to as the School District, and the School Service Employees, Local 284, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA of 1971, as amended, to provide the terms and conditions of employment for Custodial employees during the duration of the Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE
REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA of 1971, as amended, the School District recognizes Local 284 as the Exclusive Representative for custodial employees employed by the School District and the Exclusive Representative shall have those rights and duties as prescribed by the PELRA of 1971, as amended, and as described in the provisions of this Agreement.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and the Employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For the purpose of the Agreement, the term Custodial Employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees,

supervisory employees, essential employees, part-time employees whose service does not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Other Terms: Terms not included in this Agreement shall have those meanings as defined by the PELRA of 1971, as amended.

ARTICLE IV SCHOOL BOARD RIGHTS

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

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

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

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

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right to any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment nor circumvent the rights of the Exclusive Representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organization. Employees in the appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment of such unit with the School Board.

Section 3. Request for Dues Check-Off: Employees shall have the right to request and be allowed dues check-off for the employee organization of their selection, provided that dues check-off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check-off pursuant to PELRA of 1971, as amended. Upon receipt of the properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee's organization during the period provided in said authorization. Deductions may be terminated by the employees by giving 30 days written notice to the School District Business Office to stop deductions. Deductions shall be made semi-monthly and transmitted monthly to Local 284 with a list of names of employees from whom deductions were made.

Section 4. Fair Share Fee: Effective July 1, 1973, public employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Public employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating

grievance procedures and the terms and conditions of employment for such employees with the employer of such unit. In no instance shall the required contribution exceed a pro-rata share of the specific expenses incurred for the services rendered by the representative in relationship to the negotiations and administration of grievance procedures.

In no case shall the fair share fee exceed the amount paid for union dues by eight hour union personnel.

The employer upon notification in writing by the Exclusive Representative will deduct said fair share fee in installments semi-monthly for a period of 12 months from each employees regular pay check and forward such fees to the union.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a custodial employee resulting in a dispute or disagreement between the custodial employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representation: The aggrieved may be represented by another person or persons of his/her choice but when so represented, the aggrieved and a representative of the Exclusive Representative must also be present. The number of representatives shall be limited to three (3).

Section 3. Definitions and Interpretations:

Subd. 1. Days: Reference to days regarding the time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday. Time can be changed by mutual consent.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd.4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust the alleged grievance informally between the custodial employee and the School Board's designee.

Section 4. Adjustment of Grievance: The School Board and the custodial employee shall attempt to adjust all grievances which may arise during the course of employment of any custodial employee within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the aggrieved shall present his/her grievance in writing to her/his immediate supervisor. The immediate supervisor shall give a written decision on the grievance to the party involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent and/or his/her designated representative shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board 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 School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendation to the School Board. The School Board shall then render its decision.

Section 5. School Board Review: The School Board reserves the right to review any decision issued under Level I or II of this procedure provided the School Board or its representative notify the parties of its intention to review ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Should the School Board review and rescind a decision either at Level I or II, the grievant may re-file directly to the next step within ten (10) days.

Section 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the custodial employee may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the custodial employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Requests: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator that has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to the PELRA, providing such request is made within ten (10) days after the request for arbitration. The request

shall ask that the appointment be made within twenty (20) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a) Upon appointment of the arbitrators, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School board, the submission of the grievance which shall include the following:
- 1.) The issues involved.
 - 2.) Statement of facts.
 - 3.) Position of the grievant.
 - 4.) The written documents relating to Section 4 of the grievance procedure.
- b) The School Board shall make a similar submission of information within five (5) days after notice of appointment.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA of 1971, as amended.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally the costs and expenses of the arbitrator. A transcript or recording shall be made of the hearing at the request of the party desiring the transcript. The cost shall be borne by the party making the request unless both parties agree to same, and then costs shall be shared equally,

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

In considering any issue in dispute, in its order the arbitrator shall give the consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE VII HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of 40 hours, exclusive of lunch period for full-time employees. (Persons who work a night shift shall be allowed thirty (30) minutes for lunch or supper during the eight-hour (8) work period.) The night shift to be construed as a shift ending after 6:00 p.m. or commencing prior to 4:00 a.m. All persons

being paid for their lunch period are expected to eat their lunch on the premises. Failure to do so may result in a warning notice, just cause suspension, or dismissal.

Section 2. Part-Time Employees: The School Board reserves the right to employ substitute personnel, as it deems desirable or necessary on a part-time or casual basis.

Section 3. Shifts and Starting Time: All employees will be assigned starting times and shifts as determined by the School Board or their designee.

...

Section 4. Lunch Period: Employees shall be provided a duty-free lunch period of at least thirty (30) minutes and a fifteen (15) minute break during each half day of work time. In the interest of the School Board, all custodial personnel are expected to stagger their breaks to make certain that the business of the School District will be conducted in an efficient manner during these release periods. Failure to follow these directives may result in a warning notice, just cause suspension, or dismissal.

Section 5. School Closings: In the event that schools are closed due to inclement weather, custodians will work four (4) hours on this day.

Section 6. Holidays: The regular holidays for all, except for fireman responsible for the various buildings on such days, are:

- | | |
|---|----------------------------------|
| 1. July 4 | 7. Christmas Day |
| 2. Labor Day | 8. 1/2 Day on New Year's Eve Day |
| 3. October/Friday of Teachers' Convention | 9. New Year's Day |
| 4. Thanksgiving Day | 10. President's Day |
| 5. Friday after Thanksgiving | 11. Good Friday |
| 6. Christmas Eve | 12. Memorial Day |

Section 7. Building Checks: The Supervisor of Building Operations shall develop a schedule for completing building checks on Saturday, Sunday, and other holidays, as the District determines are necessary.

Subd. 1. Firing Season. During the firing season, custodians will be held responsible for checking the oil burners or boilers and the general temperature of the building, if so directed by the Supervisor of Building Operations. For this service, two

(2) hours per day of overtime will be allowed at the elementary schools and the middle school and three (3) hours per day at the high school.

Subd. 2. Non-firing Season. The non-firing season will be designated from April 1 through September 30. Compensation for District-wide building checks will be \$130 per weekend. (Emergency situations - any time spent in excess of four (4) hours per day on building checks will be compensated at time and one-half pay.)

Section 7a. Building Call Backs: An employee called back for other duties after regular working hours will receive no less than two (2) hours of pay at time and one-half.

Section 8. Vacations: Items covered in Article X. Section 1, Subd. 4, a through c, the employee may notify the District and draw the appropriate leave day in lieu of the scheduled vacation day. An employee's eligibility for vacation with pay during any annual period shall be determined according to each employee's length of service with the employer as follows:

<u>VACATION HOURS</u>		
<u>Length of Service</u>	<u>Accrued each Month</u>	<u>Maximum Accrual</u>
After one year	7.00 hours	84 hours after year 1
After six years	10.33 hours	124 hours after year 6
After twelve years	13.66 hours	164 hours after year 12
After eighteen years	17.00 hours	204 hours after year 18

All vacation periods are to be scheduled in advance under the following provisions:

- 2 weeks earned may be in 2 blocks of time
- 3 weeks earned may be in 3 blocks of time
- 4 weeks earned may be in 3 blocks of time
- 5 weeks earned may be in 5 blocks of time,
but at least 3 blocks must be at least one week in length.

Additional blocks of time may be allowed with mutual consent of the employer and the employee if it is deemed by the School District to be in the best interest of the operation of the School District.

All vacation accrual will be based upon an annual period from July 1 to June 30. An employee's vacation accrual during the first year of employment will be prorated from the

anniversary date to June 30. If an employee is terminated during the first six months of employment, accrued vacation is forfeited. Vacations may be scheduled at any time during the year with the approval of the Supervisor of Building Operations provided that the proper and efficient operation of the plant can be maintained. In the event all the vacation requests for a particular block of time cannot be granted, selection will be strictly on a seniority basis. In the elementary schools only one custodian may be on vacation at any given time. No custodian may be on vacation during the two weeks prior to the beginning of school. Additionally, no vacation may be taken during an employee's first six months of employment (probationary period).

Employees shall be allowed to carryover up to two (2) weeks of unused vacation into the next contract year for up to six (6) months. If the carryover is not used within 6 months, it shall lapse permanently.

Section 9. Job Postings: All *job* vacancies shall be posted for a period of five (5) working days to enable other members of the custodial unit to apply for said vacancies. A job vacancy is defined to mean a present job which has become vacant due to the person in that job leaving the bargaining unit and which would necessitate hiring a new employee from outside the District, or promoting an employee to a higher paying position. A revision of working hours, shifts and/or starting and quitting times is not a job vacancy and shall not be subject to posting.

"Posting Statement" - There shall be a five (5) working day posting of job vacancies at all schools (including bus garage). The Posting Statement will be reviewed with Local 284 Steward prior to posting. When possible the posting statement shall include the scheduled working hours. All applications by employees of the District must be filed within five (5) working days of the posting in writing to the proper office, with a copy to the Local 284 Steward. Final determination will be made by the School Board.

Selection will then be made on the basis of seniority within the system from among these applicants able to meet the qualifications as determined by the administration. If no qualified applicant applies, the employer will assign an employee to said schedule.

Section 10. Assistant in Charge: In the event of the absence of the lead custodian, the assistant in charge shall be appointed by the administration after three (3) days of absence. The employees will be notified as to the person appointed to be in charge. In the event of absence of lead person, a replacement will be appointed by the administration to assume this

responsibility, said replacement to be paid 80% of the pay differential after three (3) days of absence retro-active to the first day. The assistant in charge shall receive 80% of the pay differential for twenty (20) days after which the assistant in charge shall receive the full pay differential.

Section 11. Work Year and Schedule: The work year for custodians shall correspond to the regular school year, July 1st through June 30th.

The standard work week shall be five (5) days of eight (8) hours of work per day. However, if and when necessary for the proper operation and maintenance of the plant, the work day and week may be extended. Any time over forty (40) hours a week shall be considered overtime with the exception of the special provisions set forth in Article VII, Section 7. The overtime rate shall be time and one-half. When possible employees shall be notified two (2) days in advance when overtime is to be anticipated.

In order that the work may be accomplished effectively, different shifts, and at times, broken shifts are necessary. The Supervisor of Building Operations is responsible to transfer employees, to determine work assignments, and also to arrange the time when vacations may be taken. The interests of the employee must always be considered, but all arrangements must be designed to accomplish the major purpose of getting the necessary work done and completed on schedule. All employees must recognize and accept such transfers, work assignments, and special requests made by the Supervisor of Building Operations. New split shifts created after the signing of this contract shall be posted, if no one applies, the least senior qualified employee shall be appointed.

The duties and new qualifications of a member of this unit, in addition to the generally accepted work included in cleaning, must also include firing, repair work, general maintenance, and any other work as determined by the administration.

Each employee shall be subject to the "Schedule of Working Hours" set up for the position to which he/she is assigned and shall report to the appropriate supervisor. Permission to leave the building or grounds during these scheduled hours must be secured from the Supervisor of Building Operations or designee.

Section 12. Seniority /Lay-off/Reassignment from Eliminated Positions: Staff reduction shall be on a reverse seniority order. Last employee hired to be the first laid off, providing the remaining employees have the necessary qualifications or can obtain such

qualifications through training within 30 days, to do the work required. Through the course of time because of technological changes, the decline of pupil population, etc., if it is necessary, in the judgment of the School Board and Administration to reduce the work force, the following procedure will be followed to effect the staff reduction and for reassignment from eliminated positions.

Subd. 1. A seniority list, based on the employee's anniversary date shall be published by March 1st of each year.

Subd. 2. When a position is eliminated the person or persons with the least total seniority in the District shall be laid off first.

Subd.3. Employees whose position is eliminated shall have the right to replace the least senior employee, provided the employee has the qualifications to perform the duties and responsibilities of the position. If a day position is eliminated or hours adjusted so as to make it a night position, the displaced employee shall have the right to bump the least senior day shift employee, excluding lead persons and employees receiving specialists pay. If the least senior employee is in a position requiring a licensure which the displaced employee does not have, the displaced employee may continue to bump the least senior day shift employee to find a position for which she is qualified.

Subd.4. Limitations: In no event shall an employee replace another employee with greater seniority or replace another employee in a higher paid category.

Subd. 5. Re-employment rights will be maintained for a period of three (3) years from date of lay-off. Employees who are called back during this three (3) year period, but do not report for duty within ten (10) calendar days after written notification of recall shall forfeit all rights to further recall. Any time loss due to lay-off shall not count as years of service for vacation or severance pay accrual.

Section 13. Probationary Period: All new employees shall serve a new hire probationary period of six (6) consecutive months, during which period the employer shall have the unqualified right to discharge or discipline such employee without assigning any reason therefore, and without recourse to the grievance procedure. An employee promoted or transferred to a new position shall be on a new assignment probationary period for sixty (60) calendar days during which period the employer shall have the right to return the employee

to his/her previous position, subject to the grievance procedure. However, any employee assigned to a position requiring regular and recurring contact with students must complete the sixty-calendar-day (60) new assignment probationary period during the regular school year.

ARTICLE VIII RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be part of this agreement for a period commencing July 1, 2004 through June 30, 2006.

Subd. 2. New employees to the bargaining unit may be initially placed on a step based on relevant and related education and/or work experience as determined by the Supervisor of Building Operations.

Subd. 3. Normally employees progress one step per year until the top step is reached, however, a salary increase is not automatic and is effective only upon affirmative action of the School Board. The School Board may withhold a salary increase in individual cases as the School Board shall determine. This shall not be done without thirty-days (30) notice to the employee prior to July 1st.

Section 2. Retirement: Custodial employees shall retire with 30 days notice.

Section 3. Pay Checks: The annual salaries to be divided into twenty-six (26) equal pay periods. Normally payroll deposit to be made every other Wednesday. Pay periods subject to voluntary deductions shall be payable in twenty-four (24) pay periods (two pay periods annually will have no voluntary deductions taken).

Section 4. Job Categories: All employees in this bargaining unit receive wages as per Schedule A. Employees holding specific job titles also receive hourly specialist differentials as per Schedule A-I. All employees within this bargaining unit are categorized as one of the following:

Custodian (Includes individuals assigned to specialist positions): A custodian is an employee who works 12 months, 40 hours per week. If a custodian holds a bus driver license, the custodian may be required to perform extra work beyond his/her

regularly scheduled assignment driving a school bus in the event of a bus driver shortage.

Grandfathered Bus Driver - Custodian: A Grandfathered Bus Driver Custodian is an employee who works 12 months per year and 40 hours per week performing both bus driving duties and custodial duties as assigned. Only two employees (for names, see confirmation letter from Local 284 to ISD 13 dated February 8, 1999) are grandfathered bus driver custodians. Once these employees cease employment with this bargaining unit, the Grandfathered Bus Driver - Custodian category will be replaced with a custodian category employee.

Bus Driver - Custodian: A Bus Driver - Custodian is an employee who works during the student school year (approximately 9 months), 8 hours per day and who may be assigned to a split shift with a maximum of 1.5 hours off unpaid during the work day. Such employees will be given the first opportunity to perform student summer bus driving and student summer bus garage related duties before nonbargaining unit casual workers are used.

**CUSTODIAL SALARY SCHEDULES AND REGULATIONS INDEPENDENT
SCHOOL DISTRICT NO. 13 SCHEDULE A - CUSTODIAN AND BUS DRIVER-
CUSTODIAN WAGE STEPS**

	2004-2005
Step 1	\$12.07
Step 2	\$13.39
Step 3	\$15.12
Step 4	\$17.18
Step 5	\$18.86

	2005- 2006
Step 1	\$12.31
Step 2	\$13.66
Step 3	\$15.42
Step 4	\$17.52
Step 5	\$19.24

SCHEDULE A-1- Specialist Positions

Differentials	2004- 2005	2005- 2006
Central Middle School 1st Shift Lead	\$1.25	\$1.26
High School 1st Shift Lead	\$1.25	\$1.26
High School 2nd Shift Lead	\$1.25	\$1.26
HVAC Technician	\$2.50	\$2.53
Technical/Building Coordinator	\$2.50	\$2.53
Transportation Coordinator /District Mechanic	\$2.50	\$2.53
District Service Technician	\$2.50	\$2.53

Section 5. Compensation Adjustments:

1) Elementary School Lead Personnel to be appointed in the summer when a crew is working and the supervisor is not available for full time supervision. Compensation to be \$30.00 per month when this situation occurs. Time periods of less than a month will be adjusted on a pro-rata basis.

2) From July 1, 2004 through June 30, 2005 the District Technological Coordinator, District Service Technician and Heating-Ventilation-Air Conditioning Coordinator shall be paid \$70 per month for use of personally owned vehicles. Effective, July 1, 2005 and thereafter, District Technological Coordinator, District Service Technician and Heating-Ventilation-Air Conditioning Coordinator shall be reimbursed at the IRS approved mileage rate for use of personally owned vehicles. If other custodial staff is required to use their personal vehicle for District purposes, they will be reimbursed at the IRS approved mileage rate.

3) District-wide flag duty for designated holidays as determined by administration - \$20.00 per day.

4) Overtime turned in on payday will be paid on the following payday.

5) The School District will consider granting to all full-time custodians all fringe benefits granted to other non-administrative employees.

6) Uniform allowance equal to 75% of the entire cost of three uniforms annually. If the employee elects to purchase two uniforms, the district will pay 75% toward coveralls or jacket, not to exceed 75% of the cost of one uniform. Individuals will purchase uniforms from the district-designated vendor agreed to by the union steward. Employees will pay 25% of the cost of uniforms when they place their order and the district shall pay the balance.

7) Lead Personnel. It is expected that all lead personnel will plan the work operations he/she directs in such a manner as to meet all established schedules. He/she will furthermore plan, direct, control and check all operations and processes he/she oversees and make a constant effort to improve his/her operations and procedures. He/she shall work toward communicating with custodial and cleaning staff the importance of quality standards for those staff and make every attempt to eliminate wasteful practices and procedures. He/she shall also assume responsibility to see that all scheduled work hours are rigidly adhered to; shall enforce the time limitations in the contract as to length of lunch and coffee breaks.

8) The District will pay the renewal fee for boiler licenses after receipt of proper documentation indicating the fee has been paid. All new employees must procure a special class boiler license within six (6) months from the date of employment.

9) Employees shall be reimbursed for the cost of tuition for a course of study requested by the School District and agreed to by the employee in areas related to the employee's job responsibilities under the following conditions:

a) The course requested by the District relates specifically to the employee's job functions;

b) Transcript verifying a "C" grade or above, or a certificate of satisfactory completion if letter grades are not assigned, is received, and

c) The instructor verifies attendance at a minimum of 90% of the class sessions. d)
Classes are scheduled during non-duty hours.

10) Bargaining unit members who hold the following licensure will be reimbursed the following differential:

Boiler Second Class	\$6.00/mo.
Applicator When Required or Recommended	6.00/mo.
Boiler First Class	8.00/mo.
Abatement	10.00/mo.
Chief	15.00/mo.
CPO Pool License	10.00/mo.
School Bus License*	20.00/mo.
Bus Driver Trainer---certified or required by District	10.00/mo.

*Employees who hold a bus driver license may be required to perform extra work beyond their regularly scheduled assignment driving a school bus in the event of a bus driver shortage.

11) The School District shall reimburse all custodians for the cost of obtaining and maintaining a bus drivers' license including required physical examinations and license/testing fees.

12) Custodians requested to work non-District activities on Sundays and holidays will receive double their regular hourly wage.

ARTICLE IX GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The Board shall contribute during the 2004-2005 fiscal year the sum of \$350.00 per month toward the cost of the premium for medical/hospitalization plan for individual custodial and transportation personnel working three-quarters time or more, who is employed by the District, and who qualifies for

and is enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction. The rate for the 2005-2006 fiscal year shall be the same as for other non-administrative staff.

Subd. 2. Family Coverage: The Board shall contribute during the 2004-2005 fiscal year \$745.00 the same amount as is contributed for non-administrative *staff* (teachers) per month toward the cost of the premium for the medical-hospitalization plan for family coverage for each custodial and transportation personnel working three-quarters time or more, who is employed by the District, who qualifies for and is enrolled in the school district group medical-hospitalization plan and who qualifies for family coverage. The cost for the premium not contributed by the board shall be borne by the employee and paid by payroll deduction. The rate for the 2005-2006 fiscal year shall be the same as for other non-administrative *staff*.

Subd. 3. Retired Employee Medical-Hospitalization Insurance: In addition, all of the group health and hospitalization benefits shall be provided to retired employees who have reached age 55 at the time of retirement and have completed at least 16 years of continuous service with the district until the employee is eligible for Medicare. If a court of law or state or federal agency shall determine that the Medicare eligibility language is unlawful, the employee shall receive the benefits in this paragraph for a period of five (5) years following retirement. Such benefits shall be identical to those received by active employees. The entire cost of dependent coverage shall be borne by the retired employee with all premiums payable in advance.

Section 3. Dental Insurance: For each custodial and transportation bargaining unit member who qualifies for and is enrolled in the group dental insurance plan, the school district shall contribute to the single or family premium for group dental insurance an amount per month equal to the amount which is contributed to teachers for single or family dental coverage. The cost of the premium not contributed by the School Board shall be borne by the employee and paid by payroll deduction.

Section 4. Long Term Disability Insurance: The School District agrees to make full premium payment for an income protection insurance acceptable to the School Board. Such insurance shall require a 60 working day elimination period of total disability before being effective.

Section 5. Life Insurance: The District will pay the premium for a group term life insurance policy based on \$50,000. In addition, all medically qualified employees will be granted the option of purchasing on a payroll deduction plan additional amounts of insurance in the amount of \$10,000, \$20,000 or \$40,000, or \$80,000. Life insurance to be reduced 8% a year after an employee reaches Medicare eligibility.

Section 6. Duration of Insurance Contribution: Any employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School Board participation and contribution shall cease, effective on the last paid working day. Any employee may remain in the group hospitalization program until he/she is re-employed or for a period of eighteen (18) months, whichever is shorter. This applies to voluntary and involuntary termination. All costs must be paid in advance by the individual electing to continue coverage.

**ARTICLE X
LEAVES OF
ABSENCE**

Section 1. Sick Leave:

Subd. 1. Twelve (12) days of sick leave per year will be granted to full-time employees. Twelve (12) days shall be credited upon the actual commencement of services for the District. This twelve-day credit is granted on the basis of a full year of service. Custodial employees hired during the school year shall receive an advance sick leave credit of one (1) day per month for the balance of the school year. After the first year of service the sick leave allowance shall accrue at the rate of one (1) day for each month of employment.

The time allowance will accumulate as follows:

First Year -	12 days sick leave with full pay.
Second Year -	12 days sick leave plus the unused portion of the first year's accumulation, but not to exceed 24 days
Third Year	Etc.

Subd. 2. Unused sick leave days may accumulate to a maximum of 155 days sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance and performance of duties on that day or days.

Subd. 4. Upon request to the Supervisor of Building Operations, sick leave allowance may be utilized for the employee's family members as follows:

- a) For serious illness, or death in the immediate family, necessary periods (not to exceed five (5) days without superintendent permission) shall be granted. "Immediate Family" shall mean a spouse, child, parents and siblings.
- b) For deaths in the close family, necessary periods (not to exceed three (3) days without superintendent permission) shall be granted. "Close family" shall mean siblings-in-law, parents-in-law, grandparents or grandchildren.
- c) For deaths in the extended family, necessary periods (not to exceed one (1) day without superintendent permission) shall be granted. "Extended Family" shall mean aunts, uncles, nephews, or nieces.
- d) An employee may use accumulated personal sick leave benefit for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child is necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. The sick child care leave applies only to sick leave benefits payable to the employee from the sick leave benefits accumulated by the employee. "Child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

The District reserves the right to require a doctor's certification when such care is required and it also reserves the right to obtain periodic reports on the status of the child's illness.

Subd. S. The School Board may require an employee to furnish a medical certificate from the School Health Officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. If the employee is absent due to illness more than three (3) consecutive days, the District may require a physician's statement. Cost of this examination shall be borne by the School District. However, the final determination as to the eligibility of an employee for sick leave is reserved to the Board, subject to the grievance procedure.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. No sick leave will be paid to any employee if his/her disability results from gainful employment other than District #13.

Subd. 8. Sick leave will not be provided for routine dental or medical attention. These appointments are expected to be scheduled during non-scheduled working hours or vacation shall be utilized.

Subd. 9. Extended Illness: After an extended illness, the custodian, at the request of the Administration or the School Board, shall present a satisfactory certificate of good health signed by the employee's physician or by a physician of the School District's choosing.

Subd. 10. Emergency Leave: Two (2) days of emergency leave per year (nonaccumulative) may be granted when in the opinion of the Administration such request constitutes a real emergency. The salary in such cases will be paid in full but the days granted will be deducted from sick leave accumulation.

Subd. 11. Personal Leave: Each custodial employee shall be credited with one (1) day deducted from sick leave which may be used by the employee for a necessary absence required for the transaction of personal business which cannot be completed outside the normal working day. Examples of personal business that qualify for use of such leave are court appearances, real estate closings, or significant family events such as weddings and commencement ceremonies. Application for use of personal leave shall be made in advance in writing, when possible, to the immediate supervisor. In the event notice cannot be given, oral approval must be obtained from the supervisor. Ethical obligations on the part of the employee must preclude this leave from being used for vacation or recreational purposes.

Subd. 12. Conferences or Classroom Activities: Any employee may have up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child, provided that the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-working hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of

the district. The employee may substitute accrued vacation leave or personal leave for any part of the leave under this subdivision.

Section 2. Workers Compensation:

Subd.1. Upon request of an employee who is absent from work as a result of a 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. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portions of days of sick leave or vacation time that is used to supplement Workers' Compensation.

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

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

Subd.5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her Workers' Compensation check, endorsed to the School District, prior to receiving payment from the District for his/her absence.

Section 3. Extended Leave. In the event of a serious illness suffered by an employee covered by this contract, where accumulated sick leave is entirely used and the employee is unable to return to normal duties because of this illness, the employee shall ask the School District for a medical leave of absence for the balance of said fiscal year. Said medical leave of absence may be further extended by the School Board upon its expiration, if requested by the employee. This action is necessary to protect PERA rights.

Section 4. Career Exploration Leave. The Board, under the following conditions, shall grant a voluntary leave of absence for at least one (1) year but no more than two (2) years, without pay:

Subd. 1. The employee must have been employed on a full-time basis by the District for at least five (5) years but have less than thirty (30) years total of employment.

Subd. 2. A leave may be granted only once.

Subd. 3. The employee on such leave shall be reinstated to the least senior position in the same category which he/she occupied prior to going on leave provided he/she has more seniority and the employee has not been terminated under the layoff provision of the contract; and has notified the Board of his/her intent to return prior to May 1st of the year of the date of return. Failure to comply with this subdivision shall constitute grounds for termination.

Subd. 4. The employee on such leave shall retain seniority earned prior to the leave but shall not accrue any additional seniority in the District during the period of said voluntary leave. Any sick leave or years of service toward vacation accrual shall be granted should the employee return to work in District #13.

Subd. 5. No sick leave or vacation will accrue and insurance benefits will not be provided by the Board during this voluntary leave. The employee may remain in the group hospitalization/medical plan at his/her expense if no other employment is held and the carrier permits. All premiums for this insurance shall be paid a month in advance.

Subd. 6. The voluntary leave shall be limited to two (2) employees providing suitable replacements can be found.

Subd. 7. The parties shall agree that any individual granted a voluntary career exploration leave shall not file for unemployment compensation benefits chargeable to the District.

Subd. 8. Request for career exploration leave must be made by March 1 of each year. Approval or denial of said leave shall be made known to the requesting employee by the following May 15.

ARTICLE XI
TIME LOSS DUE TO ILLNESS OR INJURY

Section 1. Lost Time: No sick leave or vacation which may have accrued during the time away from work due to illness or injury will be granted to any employee who is absent on long-term sick leave (defined as twenty (20) consecutive work days or longer) or leave while on Workers' Compensation or leave without pay. There will be no sick leave or vacation granted to any employee while absent on leaves without pay. Any accrual of sick leave or vacation while absent on medical leave (Article X Section 1. Subd. 12), or long-term sick leave as defined in this section will be credited to the employee after the employee returns to work. No vacation or sick leave will accrue or be granted to any employee who is on extended sick leave (medical or long-term) for three (3) months or longer.

ARTICLE XII

SUSPENSION WITHOUT PAY AND PROGRESSIVE DISCIPLINE

Section 1. Suspension Without Pay: A Custodial employee may be suspended without pay for good and sufficient reason. Any such suspension is subject to the grievance procedure.

Section 2. Notice: Suspension shall take effect upon the Custodial employee's receipt of written notification from the Superintendent of Schools to the employee, stating the grounds for suspension together with a statement that the employee may make a written request within five (5) calendar days after receipt of such notification for a hearing before the School Board to review the suspension. If no hearing is requested within such five (5) calendar day period, it shall be deemed acquiescence by the employee to the suspension.

Section 3. Hearing: If the employee requests a hearing within the five (5) calendar day period the hearing shall take place within ten (10) calendar days after receipt of the request for hearing. At the option of the School Board, the hearing may be by a committee or a designated representative of the School Board. The School Board reserves the right to affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the employee shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the School Board. The employee shall be notified of the date, time and place of the hearing and the School Board shall issue its decision within ten (10) calendar days after the conclusion of the hearing.

Section 4. Grievance: The decision of the School Board shall be subject to the grievance procedure as provided in this Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the Superintendent within five (5) calendar days after receipt of the School Board's decision.

Section 5. Progressive Discipline: Generally, discipline shall be applied progressively and shall be consistent with the accepted principles of progressive discipline. Generally, discipline shall be imposed in the following manner:

1. Oral reprimand
2. Written reprimand
- 3.. Suspension without pay
4. Termination

If conduct is of such a degree of severity to warrant it, disciplinary action may start at any of the above steps.

ARTICLE XIII
SEVERANCE PAY

Section 1. Eligibility: Full-time custodial employees and 9-month and 12-month bus driver/custodial employee(s) employed by the School District prior to July 1/ 2000/ and age 40 as of June 30/ 2000 and who have completed at least 16 years of service and who are at least 55 years of age shall be eligible for severance pay pursuant to the provisions of this Article.

Section 2. Credit Toward Severance Pay: This Article shall apply only to employees whose service has been full-time. Employees serving on any type of leave shall not accrue any credit toward severance pay while on any such leave. All credit to apply toward severance pay must be full-time and no pro-rata portion of a year can be construed to count toward severance pay.

Section 3. Severance Calculation: An employee shall be eligible to receive as severance pay upon retirement an amount representing 1.66 days of pay times the number of his/her unused sick leave days/ but in any event not to exceed seventy-five (75) days times his/her daily rate of pay.

Section 4. Pay Rate for Severance Calculation: In applying the provisions of this Article/ an employee's daily rate of pay shall be the basic daily rate earned during his/her last completed contract year of full-time employment as provided in the basic salary schedule for that contract year/ and shall not include any additional extra compensation.

Section 5. By mutual agreement between the School District and the retiring employee/ the severance pay provided in this Article shall be paid in a lump sum at the time of retirement. Such payments shall be made into a health care savings plan or special pay deferral plan. This Article shall not apply to any employee who is discharged for cause by the School District.

Section 6. Any earned severance pay/ in case of the retired employee's death shall be paid to the deceased's estate in one lump sum.

Section 7. This Article shall apply only to employees who retire after July 1/ 1977.

Section 8. 403(b) Deferred Compensation: The Columbia Heights Public Schools Matching Deferred Compensation Plan (403b) is designed to provide employees with an annual tax deferred monetary benefit. Employees shall be eligible to participate in the District's 403(b) Compensation Plan. Employees may defer additional amounts of their income in the District Deferred Compensation Plan (403b) or other District approved Tax Sheltered Annuities of their choosing as is permissible by law. All references to employee age for the purpose of eligibility in Matching Deferred Compensation Plan (403b) will be the employee's age as of June 30, 2000.

Subd. 1. Employees employed after July 1, 1995, or were not of age 40 as of June 30, 2000, shall be eligible to receive a District contribution of an amount equal to one (1) percent of the employee's annual salary providing the employee makes a contribution equal or greater to one (1) percent of the employee's annual salary.

Subd. 2 Employees employed prior to July 1, 2000, may elect to participate in the District's Employer Match Compensation Plan upon making a one-time, irrevocable declaration to participate in the Employer Match Plan and forfeiting benefits outlined in Sections one through five. The District will contribute an amount equal to one percent (1 %) of the employee's annual salary providing the employee makes a contribution equal or greater to one percent (1 %) of the employee's annual salary.

ARTICLE XIV DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2004 through June 30, 2006 and thereafter until modifications are made pursuant to the PELRA of 1971, as amended. 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 said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior

Agreements, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the terms of this Agreement except by mutual consent.

Section 4. Severability: The provisions of this Agreement may be severable by court direction and if any provisions thereof of 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.

MEMORANDUM OF UNDERSTANDING

WHEREAS, Independent School District #13, Columbia Heights, Minnesota ("School District") and the School Service Employees, Local 284 ("Exclusive Representative") have entered into a collective bargaining agreement for the 2004-2005 and 2005-2006 school years;

WHEREAS, the parties to this agreement considered proposals relating to part-time employees during negotiations for this agreement;

THEREFORE, the parties agree to the following:

1. Dave Larson is employed as a special education paraprofessional and a bus driver and shall remain a part-time employee in each job category as assigned by the school district now or in the future.
2. Dave Larson shall continue to work as a bus driver for less than eight hours per day as determined solely by the school district. .
3. Dave Larson's benefits are governed by the paraprofessional contract since most of his work assignment involves working as a paraprofessional employee.
4. The Director of Special Education shall supervise Dave Larson while he is working as a paraprofessional and the Supervisor of Building and Operations shall supervise the employee to the extent he is working as a bus driver.
5. Dave Larson shall be paid at the hourly rate of a custodian/bus driver established in the Custodial Contract while working as a bus driver.
6. This Memorandum of Understanding is a one-time, non-precedent setting arrangement to allow Dave Larson to perform bus driving duties for the school district on a part-time basis.