

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #727

AND

**SCHOOL SERVICE EMPLOYEES LOCAL #284
CUSTODIAL BARGAINING UNIT**

July 1, 2008 – June 30, 2010

BIG LAKE CUSTODIAL AGREEMENT

ARTICLE I - PURPOSE

Section 1.1 Parties:

This Agreement, entered into between Independent School District No. 727, Big Lake, Minnesota, hereinafter referred to as the School District, and School Service Employees Local No. 284, AFL-CIO, SEIU, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA to provide the terms and conditions of employment for custodian/maintenance employees during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1 Recognition:

In accordance with the PELRA, the School District recognizes School Service Employees Local No. 284 as the exclusive representative for custodial/maintenance employees employed by Independent School District No. 727, which exclusive representative, shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this Agreement.

Section 2.2 Appropriate Unit:

The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III - DEFINITIONS

Section 3.1 Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Section 3.2 Description of Appropriate Unit:

All custodial/maintenance employees employed by Independent School District No. 727, Big Lake, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees.

Section 3.3 School District:

For purposes of administering this Agreement, the term "School District" shall mean the School Board and its designated representative.

Section 3.4 Definition of Work:

It is understood that the routine work of the personnel covered under this Agreement shall also include all maintenance work needed to operate and maintain the buildings and grounds in good condition. This shall include the normal cleaning functions, plumbing, glazing, painting, carpenter repairs, electrical repairs, etc., insofar as the capabilities of the individual will allow.

ARTICLE IV - SCHOOL DISTRICT RIGHTS

Section 4.1 Inherent Managerial Rights:

The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 4.2 Management Responsibility:

The exclusive representative recognizes the right and obligation of School District 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 4.3 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 district and shall be governed by the laws of the State of Minnesota and by School District 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 District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of the Agreement and all provisions of this agreement are subject to the laws of the State. 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.

ARTICLE V - EMPLOYEE RIGHTS

Section 5.1 Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his 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 or employment or circumvent the rights of the exclusive representative.

Section 5.2 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 an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance

procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 5.3 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 the PELRA. Upon receipt of a 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 organization during the period provided in said authorization.

Section 5.4 Fair Share Fee:

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

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

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

ARTICLE VI - RATES OF PAY

Section 6.1 Rates of Pay:

The wages and salaries reflected in Appendix A and B, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2008, through June 30, 2010. In the event a successor Agreement has not been executed at the time of the expiration of this Agreement, an employee shall be compensated at the current rate and step until such time that a new Agreement is executed, at which time step movement and wage adjustments will occur and be calculated retro-actively to the beginning date of the new Agreement.

Subd. 1 - The School District reserves the right to withhold a salary increase in individual cases when it can be shown that a fair and reasonable deficiency in the performance of an individual employee necessitates such action.

Subd. 2 - Employees shall move up steps on the salary schedule on July 1st each year. An employee whose beginning employment date occurs between July 1st and prior to January 1st shall receive credit for one year of service on July 1st. An employee whose beginning employment date occurs between January 1st and prior to June 30th shall not receive credit for one year of service until July 1st of the following contract year.

Subd. 3 - Seniority Rights - The School District recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees and advancement or promotion. An employee who is properly discharged or resigns shall forfeit his/her seniority and in the event of re-employment his/her seniority rights shall begin as of the date of his/her re-employment. Promotion will be based on seniority and the applicant's qualifications to fit the job description.

Subd. 4 - Seniority Date - Employees' shall accrue seniority upon completion of their probationary period as per Article X, Section 1. An employee's seniority date shall be retroactive to their most recent first date of active continuous service in a position in the bargaining unit. The School District shall promulgate a seniority list of all custodial employees in the School District by February 1 of each year. A custodial employee who disputes his/her standing on the list may process a grievance pursuant to the grievance procedure.

Subd. 5 - Layoff and Recall: The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. Employees with the least continuous service shall be laid off first. An employee on layoff shall retain seniority and right to recall, within classification, in seniority order for a period of twelve (12) months after the date of layoff. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled. If a former employee elects not to return to work when recalled, he/she shall lose his/her seniority rights.

Section 6.2 Mileage Reimbursement:

Employees shall be reimbursed for the use of their personal cars for conducting business of the school district at the current IRS rate as set by the School District.

Section 6.3 Split Shifts:

There shall be no split shifts. Split shifts shall be defined as two periods of work in one day separated by more than a one (1) hour period.

ARTICLE VII - GROUP INSURANCE

Section 7.1 Selection:

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 7.2 Health and Hospitalization Coverage:

The School District shall contribute the total cost of the single premium and offer the same coverage as the certified staff for each full time custodian employed by the School District who qualifies for and is

enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 7.3 Dental Insurance/Reimbursement Plan:

The School District shall contribute the amount of a single dental plan for any employee who works thirty (30) hours or more per week. An employee may also enroll in a family dental plan by paying the difference between the single and family premiums by paying the difference between the single and family premiums by payroll deduction.

Section 7.4 Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7.5 Increase in District Contribution for Certified Personnel:

In the event that the School District's contribution for family and/or single hospitalization coverage for certified personnel of District #727 is increased, such increase will also be granted to personnel covered under this Agreement.

Section 7.6 Long Term Disability:

The School District shall pay one hundred percent (100%) of the premium cost for long term disability insurance for all employees.

Section 7.7 Liability Insurance:

The School District will pay the total cost of School District liability insurance for employees covered under this Agreement.

Section 7.8 Duration of Insurance Contribution:

A custodian is eligible for School District contribution as provided in this article as long as the custodian is employed by the school district. Upon termination of employment, all School District contributions shall cease, except as provided in Article XIII Retirement and Resignation.

ARTICLE VIII - LEAVES OF ABSENCE

Section 8.1 Sick Leave:

All full time custodial/maintenance employees shall earn sick leave at the rate of fifteen (15) days for each year of service in the employ of the School District, at a rate of one and one-quarter (1.25) days per month.

Subd. 1 - Unused sick leave days may accumulate to a maximum credit of one hundred and twenty-five (125) days of sick leave per employee

Subd. 2 - Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness or disability of the employee or his/her minor child or his/her spouse/non minor child which prevented his/her attendance at work and performance of duties on that day or days. Minor child shall be defined in accordance with applicable State and Federal

statutes. Sick leave due to illness of a spouse or non minor child shall be defined as that which requires medical attention of a physician and may be used for absences due to illness or injury for such reasonable periods as the employee's attendance with the spouse/non minor child may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own and his/her minor child's illness or injury.

Subd. 3 – When the employee is the primary caregiver as defined by FMLA, the employee may utilize sick leave up to two (2) days per contract year, non-accumulative, due to illness of a parent which requires medical attention and prevents the employee's attendance at work and performance of duties on that day or days. Subsequent days absent from work when medical necessity requires the employee to assist parent, will require the use of personal and/or vacation leave. Unpaid leave of absence may be requested according to Article VIII-Leaves of Absence, Section 8.7 Extended Leave of Absence.

Subd. 4 – The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will with a physician's statement certifying the dates of disability. An unpaid leave for child- care purposes may be granted at the discretion of the School District.

Subd. 7 On June 30 of each year, an employee who has utilized no greater than one day of the sick leave advanced to him/her in the year just completed (excluding sick leave used for bereavement) and providing the employee has accrued at least 100 days of sick leave, the employee may request that four (4) days of sick leave be exchanged for one (1) day of vacation or one (1) day of wages at the employees rate of pay for the school year just completed. An employee may exchange or cash out a maximum of eight (8) days per contract year. Requests for conversion or cash out must be submitted on the appropriate form and received by human resources no later than July 15th.

Section 8.2 Bereavement Leave

Custodians will be granted up to a total of four (4) days per year per occurrence, non-accumulative, as funeral leave for death in the immediate family. For purposes of this Agreement, immediate family shall include only wife, husband, children, sisters, brothers, parents, father-in-law, mother-in-law, grandparents or grandchildren. An employee shall be granted one (1) day, per occurrence, non-accumulative, to be deducted from sick leave, as funeral leave for the death of an aunt, uncle, brother-in-law, sister-in-law, niece, nephew or first cousin.

Section 8.3 Personal Leave:

Employees must request and utilize personal leave for absences of a personal nature not qualifying for sick leave. Personal leave will be deducted when an employee's timecard indicates short hours due to absence beyond his/her accrued sick leave.

Personal leave will be granted as follows: A full time custodian may be granted a leave at the discretion of the School District of no more than three (3) days per year, non accumulative. No more than 1 custodian may be gone per building. Additional days may be granted without pay.

Proportionate benefits will be granted to part time custodians. A personal leave day is defined as the number of hours in the employee's regular schedule on the day of absence.

Requests for personal leave must be made in writing to the employee's supervisor at least three (3) days in advance, except in the event of emergencies. All leaves must have prior approval, but at no time shall more than three custodians be granted personal leave District wide.

Subd. 1 – At the beginning of the school year following completion of five (5) years of service, a full time custodian will receive four (4) days of personal leave. An employee whose beginning employment date occurs between July 1st and prior to January 1st shall receive credit for one year of service on July 1st. An employee whose beginning employment date occurs between January 1st and prior to June 30th shall not receive credit for one year of service until July 1st of the following contract year. be so advised.

Subd. 5 - Sick leave allowed shall be approved and deducted from the unused accumulated sick leave days earned by the employee. Applications for sick leave will be made on an official request form provided by the School District.

Subd. 6 – Sick leave may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the School District

Subd. 2 – At the end of each school year, employees shall have the following two (2) options:

1. Employees shall be able to carry over up to two (2) days of personal leave for a maximum accumulation of five (5) days. An employee must request carry over of personal leave on the appropriate form submitted to human resources no later than July 1st of the year just completed.
2. Cash out unused personal leave: Personal leave which is cashed out will be paid out at the employee's regular hourly rate on the salary schedule for the year just completed no later than the second pay period in July. For payout purposes, one (1) day of personal leave will be equivalent to the average number of hours worked per day based on the employee's typical weekly schedule.

Section 8.4 Workers' Compensation:

Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance, may draw sick leave to receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Subd. 1 – A deduction shall be made from the employee's accumulated sick leave and/or vacation time according to the pro-rated portions of days of sick leave or vacation time **that** is used to supplement workers' compensation.

Subd. 2 – Such payment shall be paid by the School district to the employee only during the period of disability.

Subd. 3 – 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. 4 – 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 show his workers’ compensation check to the School District prior to receiving payment from the School District for his absence.

Section 8.5 Jury Duty:

All custodial employees covered under this Agreement will be granted by the School District the difference between their regular pay and the jury duty pay if required to serve on jury duty. Employees will be granted full pay upon serving jury duty following their providing the School District with a copy of the check they received for participating in jury duty. The amount received for jury duty will be deducted from their next payroll check, with the exception of mileage and/or meals.

Section 8.6 Family and Medical Leave:

Pursuant to the Family and Medical Leave Act, 29 U.S.C. s 1201 et. Seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

- (1) the birth and first-year care of a child;
- (2) the adoption or foster placement of a child;
- (3) the serious health condition of an employee’s spouse, child or parent, and
- (4) the employee’s own serious health condition.

Subd. 1 - Such leave shall be unpaid, except an eligible employee during a leave shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 2 - To be eligible for benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least one thousand two hundred and fifty (1,250) hours during such previous twelve-month period.

Section 8.7 Extended Leave of Absence

The School District may grant a one (1) year leave of absence to an employee after completion of at least five years of employment with the district. Final decision in granting such leave of absence shall rest solely with the School District. Requests must be submitted in writing and shall be considered on a case-by-case basis. Such request shall include:

- a. the reason for the request
- b. benefits to be expected by the employee and the school district
- c. probable date of return to employee’s duties
- d. the employee’s intent to return to the school district for a minimum of one year.

There shall be no loss of seniority in case of leave of absence for good cause, as determined by the Employer. All appropriate paid leave must first be utilized by the employee-sick leave is available only for illness or disability. After all appropriate paid leave is used, employees on unpaid leave may at their own expense retain benefits through COBRA. The employee on leave of absence must signify in writing his/her intent to return no later than fourteen (14) days prior to date of return; in the case of

leave of absence six months or greater, thirty (30) days prior to date of return. Failure to submit notice of intent to return shall constitute forfeiture of the employee's seniority and right or claim to his/her employment with the district. The employee on approved unpaid extended leave of absence due to disabling injury or illness preventing him/her from performing his/her job duties and responsibilities will be terminated at the end of the leave of absence if the disability still exists.

ARTICLE IX - HOURS OF SERVICE

Section 9.1 Work Week:

The work-week shall be eight (8) hours per day, five (5) consecutive days per week unless otherwise requested by the employee and concurred with by the School District.

Subd. 1 - A qualified senior employee shall have the choice of shifts, subject to the approval of the administration and job requirements.

Subd. 2 - All work over forty (40) hours shall be paid at the overtime rate of time and one-half. Overtime must be approved in advance by the administration.

Subd. 3 - Night shift shall be defined as a shift ending after 7:00 p.m. or starting after 3:00 p.m.

Subd. 4 - All work completed on Saturday and Sunday shall be at the rate of time and one-half provided it is not part of a regular work schedule.

Section 9.2 Emergency Change of Regularly Scheduled Workday:

In the event of emergencies, the supervisor of the employee may change the regularly scheduled workday.

Section 9.3 Lunch Break/Rest Break:

All employees shall be provided a thirty (30) minute unpaid duty free lunch period. The lunch period is to be exclusive of the workday as designated. This mealtime should be flexible to best protect the building and serve the public but as close to normal mealtime as possible. In addition, all employees shall receive a 15 minute paid rest break for each four (4) hours worked.

Section 9.4 Daily Work Program:

The individual employee's daily work program, including starting and quitting time will be guided by the needs for best operation of the school building as determined by the principal or supervisor.

Section 9.5 Vacations:

Each employee will be granted a vacation period on the following basis:

- a. Vacation is credited based on a year of service being equal to July 1 through June 30. Vacation is credited each year on July 1st based on number of years of consecutive service. An employee's first vacation credit shall be pro-rated for the period of service from his/her beginning employment date through June 30th of the contract year. Vacation is credited on July 1st based on years of completed consecutive service. A contract year or one year of employment is defined as July 1 through June 30th.
- b. after one (1) year of employment – ten (10) days;

- c. after six (6) years of consecutive employment – fifteen (15) days;
- d. after twelve (12) years of consecutive employment – twenty (20) days;

Subd. 1 - Employees shall be allowed to carry over to the following fiscal year a maximum of ten (10) days of unused vacation, non-accumulative.

Subd. 2 - When a recognized holiday falls within an employee’s paid vacation period and such holiday falls on a day the employee would normally either have worked or been excused with pay, he shall have the last day in the preceding or first day of the following week off for which he will be paid at his basic rate.

Section 9.6 Holidays:

There shall be ten (10) paid holidays for all employees covered under this agreement. The following days will be observed as holidays:

Independence Day	Christmas Day
Labor Day	New Year’s Day
Thanksgiving Day	President’s Day
Friday after Thanksgiving	Good Friday
Christmas Eve	Memorial Day

Subd. 1 An employee who is required to work on a holiday shall receive pay for the holiday plus overtime pay for a total of 2.5 times the employee’s regular rate of pay.

Section 9.7 Job Posting:

New positions or vacancies will be posted online for a period of five (5) days. Notice of the posting will be emailed to members of the bargaining unit. Applications of the interested parties are to be completed online. The leading candidates whose background and abilities best meet the requirements of the posted position, will be called in for an interview.

The hiring Supervisor will recommend the senior leading candidate.

The selection of the candidate for the position will be made within fourteen (14) working days after the completion of the interview process. A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate steward. Seniority shall prevail for all positions and it will be filled by the senior qualified employee who applies.

Any senior applicant not granted a position has the right to request the reasoning behind the administration’s rejection of this application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

Subd. 1. Positions that are temporarily vacant due to a Leave of Absence, injury or illness for an anticipated length of time greater than six (6) months will be posted as temporary within the bargaining unit for five days and filled according to the provisions of this section.

Subd. 2. Employees filling temporary job postings will return to position, shift and building assignment held prior to temporary job assignment.

Section 9.8 Safety:

Subd. 1 - 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.

Subd. 2 - Custodial/maintenance employees who are assigned to work in a building when they are the only person in the building will not be assigned or perform tasks which are considered hazardous by the employee and his supervisor. Examples of such tasks are ladder climbing, electrical circuit repair, tunnel crawling, outside patrolling and pursuit of vandals and services required in aquatic areas.

Section 9.9 Time Off Provision:

A public employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and must upon request provide for leaves of absence to elected or appointed officials of the exclusive representative. This time is without pay.

Subd. 1 - Snow days - In the event schools are closed due to a snow storm and when attendance is not required of students and professional staff, custodians who report for work will work four (4) hours on this day without salary deduction in accordance with work schedule established by the District.

ARTICLE X - GRIEVANCE PROCEDURE

Section 10.1 Grievance Definition:

A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement between the 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 10.2 Representative:

Any person or agent designated by such party to act in his behalf may represent the employee, administrator, or School Board during any step of the procedure.

Section 10.3 Definitions and Interpretations:

Subd. 1 Extensions - Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2 Days - Reference to days regarding 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. 3 Computation of Time - In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4 Filing and Postmark - The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 10.4 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 provision of the agreement allegedly violated and the particular relief sought within twenty (20) days after the date 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 an alleged grievance informally between the employee and the School Board's designee.

Section 10.5 Adjustments of Grievance:

The School Board and the employee shall attempt to adjust all grievances that may arise during the course of employment of any employee within the School District in the following manner.

Subd. 1 Level I - If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) 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 within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or his 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 twenty (20) 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 recommendations to the School Board. The School Board shall then render its decision.

Section 10.6 School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 10.7 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 employee may appeal it to the next level.

Section 10.8 Request for List of Arbitrators:

A request to submit a grievance to arbitration and to obtain a list of arbitrators from the Bureau of Mediations Services (BMS) must be made to the BMS in writing (carbon copy to the office of the ISD 727 Superintendent) within ten (10) days following the decisions in Level III of the grievance procedure.

Subd. 1 Prior Procedure Required - No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 2 Selection of Arbitrator – Upon receipt of the list of arbitrators from the BMS, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator will be selected by the parties alternately striking arbitrators from the list until one is selected. A draw of lots will determine which party strikes first.

Subd. 3 Submission of Grievance Information - Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the opposing party, the submission of the grievance, which shall include the following:

1. The issue involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 10.5, of the grievance procedure.

The opposing party shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 4 Hearing - A single arbitrator shall hear the grievance. Both parties may be represented by such person (s) as they may choose and designate. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5 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 by in the PELRA.

Subd. 6 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 that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and at the expense of the requesting party. The parties shall share equally fees and expenses of the arbitrator and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. The party ordering a copy of such transcript shall pay for such copy.

Subd. 7. 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 the 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, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XI - PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the rights of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this Agreement neither the exclusive representative nor any individual employee shall engage in any strike as defined by the PELRA. The parties agree that procedures affecting this article are provided for by the PELRA, and therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XII – PROBATION, DISMISSAL AND LAYOFFS

Section 12.1 Probationary Period:

All newly employed full time employees shall be on probation for a period of one hundred eighty (180) calendar days. Employment during this probationary period and the recommendation for employment beyond this probationary period shall be vested in and at the discretion of the School District.

Employees who are promoted to a higher position shall serve an additional ninety (90) calendar days probation period. The employer reserves the right to return the employee to his/her prior position within the ninety (90) calendar day period. The employee shall have the same right. Subsequent to that period the employee shall attain permanent status subject to the following

Section 12.2 Layoff Notice:

Two weeks notice shall be given an employee if he or she is to be laid off.

Section 12.3 Termination For Cause:

Employees on permanent status may be dismissed only for cause. Suspension with pay and dismissal to be by School Board action:

Theft or immoral conduct	Dismissal
Consumption of intoxicating beverages while on the job	Dismissal
Dishonesty or stealing	Dismissal

Failure to pass any physical examination required	Dismissal
Attitude, improper conduct or language	Letter of reprimand first offense suspension and possible dismissal, second offense.
Failure to do work assigned	Letter of reprimand first offense. Suspension and possible dismissal, second offense.
Insubordination	Oral reprimand, first offense. Letter of reprimand, second offense. Suspension and possible dismissal, third offense.

Section 12.4 Union Representative: The union representative of Local 284 may discuss with the administration those causes for discharge; however; the decision of the School District shall be final except as defined under the grievance procedure.

ARTICLE XIII - RETIREMENT AND RESIGNATION

Section 13.1 Resignation Notice:

Two (2) weeks notice shall be requested of any employee if he or she wishes to resign.

Section 13.2 Extension of Insurance Coverage:

Any employee who retires from the School District who receives a public pension or a disability benefit may continue to participate in the School District health insurance coverage after retirement. Until the employee reaches age sixty-five (65), the employee will be included in the same insurance risk pool as active employees. The employee shall make payment of the monthly premium in advance to the School District. An employee who resigns and is not entitled to the above provision may continue insurance coverage at the employee's own expense for eighteen (18) months, subject to law.

Section 13.3 Vacation Balances:

If proper notification is given for a resignation or retirement, accrued unused vacation pay will be granted. The rate of pay will be the annual basic contract pay divided by the custodian's work year.

Section 13.4 Continuation of Group Hospitalization Coverage:

Employees retiring at age sixty-two (62) or older shall be allowed to continue the group hospitalization coverage by paying full regular monthly premiums in advance to the school district until the employee is sixty-five (65) years of age or is eligible for Medicare (whichever comes first).

Section 13.5 Severance:

Any custodian who has completed twenty (20) or more years of service in District 727 will be eligible for the following retirement compensation:

20-24 years of service in District 727	40 days of retirement pay
25-29 years of service in District 727	50 days of retirement pay
30 years of service and over in District 727	60 days of retirement pay

The rate of pay shall be the annual basic contract pay divided by the custodian's work year.

Subd. 1 Payment - Early retirement pay benefits shall be payable to the custodian in a lump amount on July 1 following the effective date of resignation.

ARTICLE XIV- DURATION

Section 14.1 Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2008, through June 30, 2010, thereafter until modifications are made pursuant to the PELRA. 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.

In the event negotiations are not completed by July 1, 2010 terms of this Agreement will remain in full force and effect.

Section 14.2 Effect:

This Agreement constitutes the full and complete Agreement between the School District 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 District policies, rules or regulations concerning terms and conditions of employment, inconsistent with these provisions. Nothing in this Agreement shall prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 14.3 Finality:

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

Section 14.4 Severability:

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

ARTICLE XV. MATCHING CONTRIBUTION TO DEFERRED SAVINGS PLAN

Section 15.1. Description.

The tax deferred savings plan is designed to encourage employees to develop a financial plan for their future by providing a matching contribution to a employee's tax deferred savings plan according to his/her eligibility as specified herein. The matching tax deferred savings program is subject to the rules as entitled under Minn. Stats. §§ 352.96 and 356.24 and Internal Revenue Service Code Sections 457 and 403B.

For employees with a seniority date on or after July 1, 2007, the provisions of this Article replace the contractual provisions of Article XIII which provide for a severance payment.

Section 15.2 Eligibility:

Employees are eligible for the matching District contribution at the beginning of the year (July 1st) following completion of one year of service with the District. Employees on unpaid leaves (such as FMLA) may not participate in the matching program while on leave.

Section 15.3 District Matching Contribution:

The School District will match the contribution of an eligible employee toward either the Minnesota State Deferred Compensation Program (Section 457) or an approved 403b tax sheltered annuity plan up to an annual amount of \$2,000 (two thousand dollars). The District match will be made on a dollar for dollar basis up to the maximum annual amount. Employees may not recover District matching contributions for years in which they choose not to participate or participated at a level below the maximum District contribution level. The annual year for District contributions shall be July 1 though June 30.

Section 15.4 . Transition Provisions:

The purpose of the matching tax deferred savings plan is to replace the severance payment in Article XIII.

Employees with a seniority date prior to July 1, 2007, may irrevocably choose to participate in the matching tax deferred savings plan and thereby forfeit their rights to the severance benefits of Article XIII.

APPENDIX A

Boiler License:

The School District will pay the initial cost of the necessary boiler license, and the cost of renewing the license. The School District will pay the following rate per hour over basic schedule for holding the boiler license:

	<u>2008-2010</u>
Chief	\$.20
1st Class	\$.15
2nd Class	\$.10

Weekend and Holiday Building Checks:

- A. One hour overtime pay for weekends
- B. Two hours overtime pay for holiday.

Emergency Call Back:

3 hours minimum overtime.

Night Shift Premium:

\$.50 per hour

Uniform/Shoe Allowance:

\$150.00 lump sum for each employee for 2008-2009 and \$150.00 lump sum for each employee for 2009-2010. Every effort will be made to purchase all uniforms and shoes from the same vendor.

Substitute Pay:

Any qualified employee who assumes the duties of the building lead custodian for more than (9) nine days in the lead custodian's absence shall receive the lead custodians pay (at the substitute employee's step) for the hours the employee replaces the lead custodian beginning on the tenth (10th) day, retroactive to the first day.

Pool Pay Differential:

Any employee who is responsible for the maintenance of any District swimming pool during their shift shall be paid \$.25 per hour for their entire shift.

APPENDIX B

Salary Schedule

Covering Period from July 1, 2008 through June 30, 2010

B23 POSITIONS

Lead Custodian

B22/B21-2 POSITIONS

Administrative Assistant
 Education Assistant /Paraprofessional
 Health Assistant
 Custodian
 Groundskeeper
 Head Cook

B21 POSITIONS

Program Secretary
 Second Cook

A13 POSITIONS

Ala Carte Cook
 Office Specialist
 Supervisory Aide

A12 POSITIONS

Cashier (POS Operator)
 Kitchen Helper
 Office Assistant

2008-2009

1.5% increase

STEP	B23	B22/B21-2	B21	A13	A12
1	\$16.52	\$14.97	\$13.74	\$12.16	\$9.75
2	\$17.54	\$15.99	\$14.97	\$13.16	\$10.46
3	\$18.55	\$17.05	\$16.21	\$14.16	\$11.61
4	\$19.29	\$18.17	\$17.24	\$15.26	\$13.97
5	\$20.81	\$19.57	\$18.33	\$16.96	\$14.96

2009-2010

2% increase

STEP	B23	B22/B21-2	B21	A13	A12
1	\$16.77	\$15.27	\$14.02	\$12.40	\$9.95
2	\$17.80	\$16.31	\$15.27	\$13.43	\$10.67
3	\$18.83	\$17.39	\$16.53	\$14.44	\$11.84
4	\$19.57	\$18.53	\$17.59	\$15.56	\$14.25
5	\$21.12	\$19.96	\$18.70	\$17.30	\$15.26

SIGNATURES

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

For School Service Employees
Local 284, SEIU

For Independent School
District #727

Business Agent for Local 284

Chair

Union Representative

Clerk

Union Representative

Director of Human Resource

Ratification Date: _____

Board Approval Date: _____

Signature Date: _____

Signature Date: _____

Published by the Human Resources Department

Big Lake Public Schools

Equal Opportunity Employer

◀ Text available at www.biglake.k12.mn.us ▶