

INDEPENDENT SCHOOL DISTRICT #286

BROOKLYN CENTER, MINNESOTA

*CONTRACT BETWEEN*

*INDEPENDENT SCHOOL DISTRICT #286*

*and*

*SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL NO. 284 - CUSTODIANS*

July 1, 2008  
To  
June 30, 2010

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**PREAMBLE**

This Contract, entered into on this 11th day of September, 2008 between Independent School District #286, hereinafter called the School Board, and Service Employees International Union, Local. No. 284, hereinafter called the Union.

**ARTICLE I                    PURPOSE**

The School Board and the Union agree that the purpose for entering into this Contract is to:

- Section 1.    Establish the foundation for an effective and productive relationship.
- Section 2.    Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Contract.
- Section 3.    Specify the full and complete understanding of the parties.
- Section 4.    Place in written form the agreed upon "terms and conditions" of employment for the duration of this Contract.

**ARTICLE II                    RECOGNITION**

- Section 1.    The School Board recognizes the Union as the exclusive bargaining representative for all custodial and maintenance employees, who are employed for more than 14 hours per week and 67 work days per year; excluding supervisory employees (Director of Operations), confidential employees, and emergency employees.
- Section 2.    In the event of a dispute as to the inclusion or exclusion of a job classification within the bargaining unit defined in Section 1, either party may institute appropriate proceedings with the Bureau of Mediation Services.

**ARTICLE III                    DEFINITIONS**

- Section 1.    Terms and Conditions of Employment: shall hereinafter in the Contract mean the hours of employment, the compensation therefore including fringe benefits, and the School Board's personnel policies affecting the working conditions of employees, subject to the provisions of the P.E.L.R.A. of 1971, as amended, insofar as these conditions are not in conflict with other provisions of this Contract.
- Section 2.    Employee: shall hereinafter in the Contract mean personnel included within the appropriate unit established by Article II. Section 1 and covered by this Contract.
- Section 3.    School Board: shall hereinafter in the Contract mean the School Board of Independent School District #286 or its designated representative.
- Section 4.    Superintendent: shall hereinafter in the Contract mean the Superintendent of Independent School District #286 or a designated representative.
- Section 5.    Building Principal: shall hereinafter in the Contract mean a building principal or associate principal.
- Section 6.    Supervisor: shall hereinafter in the Contract mean the Director of Operations, or designee.
- Section 7.    Terms not defined in this Contract shall have those meanings as defined by the Public Employment Labor Relations Act of 1971, as amended.

#### **ARTICLE IV                    SCHOOL BOARD RIGHTS**

- Section 1.    Inherent Managerial Rights: The Union 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 School Board, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.
- Section 2.    Management Responsibilities: The Union 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 equal educational opportunities for the students of the school district.
- Section 3.    Effect of Laws, Rules and Regulations: The Union 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 Contract. The Union further recognizes that the School Board, all employees covered by this Contract, and all provisions of this Contract are subject to applicable laws. Any provision of this Contract 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 Contract are reserved to the School Board or its representatives.

#### **ARTICLE V                    UNION RIGHTS**

- Section 1.    Dues Deduction: Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the School Board an assignment authorizing deduction of Union membership dues. Upon receipt of a properly executed authorization card of the employee involved, the School Board will deduct from the employee's paycheck an amount necessary to equal the authorized dues deduction.
- Section 2.    Fair Share: Upon the written request of the Union, the School Board shall deduct a fair share fee as certified by the Union, from the paycheck of any employee who is not a member of the Union, in accordance with the P.E.L.R.A. of 1971, as amended.
- Section 3.    Indemnification: The Union shall indemnify and hold the School Board harmless against all claims, judgements, or orders issued against the School Board in the administration of Section 1 of this Article.
- Section 4.    Right to Join: Employees shall have the right to join the Union and the right not to join the Union.
- Section 5.    Right to Views: Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or a representative of the employee 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 or circumvent the rights of the Union.

**ARTICLE VI                    HOURS OF WORK**

Section 1. Normal Work Week: The normal work week shall be five (5) consecutive eight (8) hour days.

Subd. 1. All hours assigned by the supervisor and worked by an employee in excess of forty (40) hours per normal work week shall be paid at the rate of 1 1/2 times the employee's hourly job classification rate.

Subd. 2. All hours assigned by the supervisor and worked by an employee, not scheduled to work on Sunday or a holiday, shall be paid at the rate of two (2) times the employee's hourly job classification rate for all hours worked on a Sunday or holiday.

Subd. 3. Employees who are scheduled to work Sundays, as part of their normal work week, shall be paid a ten percent (10%) premium of their hourly job classification rate for all hours worked on Sunday.

Subd. 4. Sunday scheduling will be kept to a minimum.

Section 2. Work Schedule: The School Board shall post the work schedule for all employees.

Subd. 1. In establishing the work schedule "split shifts" will be kept to a minimum, with the welfare of the employee given utmost consideration.

Subd. 2. Prior to changing the work schedule the School Board shall consult with the Union Steward.

Subd. 3. A sixty (60) minute building check will be performed with use of a check list when building checks are required.

Section 3. Nothing in this Contract shall be construed or interpreted as a guarantee of hours per normal work day or normal work week.

Section 4. For the purpose of calculating overtime payment, overtime hours worked shall not be paid twice for the same hours worked.

Section 5. For every consecutive four (4) hours shift work, the employee shall be entitled to a fifteen (15) minute break.

**ARTICLE VII                    COMPENSATION**

Section 1. Base Monthly Rates: Employees shall be compensated in accordance with the following schedule of base hourly rates, based on their assigned job classification and length of continuous employment:

<u>Custodian</u>	<u>7-1-08</u>	<u>7-1-09</u>
1st year of continuous employment	13.13	13.53
2nd year of continuous employment	14.10	14.52
3rd year of continuous employment	15.08	15.53
4th year of continuous employment	16.03	16.51
5th year of continuous employment & thereafter	17.00	17.51

Longevity

8th year of continuous employment	18.60	19.16
10th year of continuous employment	20.32	20.93

Head Custodian - Elementary 22.19 22.85

Head Custodian - Secondary 22.19 22.85

Maintenance Engineer 20.87 21.49

Subd. 1. Employees who are scheduled to a "split shift" at school district request shall be paid \$ .12 per hour in addition to their hourly job classification rate.

Subd. 2. Employees who are assigned to more than one building during a scheduled work day shall be paid \$ .15 per hour, in addition to their hourly job classification rate.

Subd. 3. A "shift differential" shall be paid for all hours worked during a shift based upon the following criteria for regularly assigned shift times throughout the school year, excluding winter, spring and summer break:

Starting time from 6:00 am to 9:00 am	none
Starting time from after 9:00 am to before 1:00 pm	.25 per hour
Starting time from 1:00 pm to earlier than 6 am	.50 per hour

Subd. 4. Employees temporarily assigned by the supervisor to the job duties and responsibilities of a higher paid job classification (other than for vacation or jury duty replacement) shall be paid (retroactive to the first day) at the higher hourly job classification rate following the 15th consecutive work day of temporary assignment to the higher paid job classification.

Subd. 5. Temporary Rate: Base hourly rates for new temporary employees shall not exceed 95% of starting custodian rate. (Note: Within each building, part-time employees may be used to supplement, but not replace, full-time employees.)

Summer positions are temporary in nature and are for summer only.

- a. During the school year: No greater than 95% of starting custodian rate.
- b. During summer break: No greater than 95% of starting custodian rate.

Section 2. Base Monthly Rate Step Increases: All employees hired prior to February 1 shall advance one step on the base monthly wage schedule as July 1 and thereafter each July 1 until the maximum step of the wage schedule is reached. Employees hired after February 1 shall advance one step on the base monthly wage schedule as of the July 1 following twelve (12) months of continuous employment and thereafter each July 1 until the maximum step of the wage schedule is reached.

- Section 3. Uniforms: Employees will be furnished three (3) sets of uniforms at the time of employment. Employees who separate from employment during the first six (6) continuous months of employment shall return the uniforms. Thereafter, custodian and maintenance employees shall be furnished, to a maximum of three (3) sets of uniforms per year. Custodians shall each be furnished 2 t-shirts for summer work days/hours. In addition to the uniforms provided, the District will pay up to \$150 per fiscal year for each unit member toward the cost of footwear only to be used for unit work and will furnish for employees who work outside during winter months one pair of arctic overalls per building, all subject to the following conditions, none of which shall be subject to review through the grievance arbitration process of this agreement: 1] Purchases will be through either catalogs or stores determined by the School District. 2] The School District will either set up appropriate charge accounts or reimburse the employee upon submission of a receipt. 3] The style of footwear will be determined by the School District. The School District will not require steel-toed shoes, unless mandated by an appropriate state or federal authority. However, the employee may utilize the shoe allowance toward such shoes should she/he desire.
- Section 4. Pay Days: Employees will be paid in twenty-four (24) semi-monthly payments on the 15th and last normal work day of each month. The estimated number of hours for the year will be calculated by the District Office and the payments shall be divided into 24 equal payments. The adjustment will occur each year of the contract.
- Section 5. Electronic Deposits: Employees will use electronic deposit of payroll checks.
- Section 6. Boiler License Incentive: Employees with a current Special or 2nd Class Boiler License shall receive an additional \$.30 per hour effective July 1, 2006. Employees with a current 1st Class or Chief Engineer Boiler License shall receive an additional \$.50 per hour effective July 1, 2006.

## **ARTICLE VIII PAID ABSENCES**

- Section 1. Sick Leave: Employees shall earn sick leave at the rate of one (1) day for each month or portion of a month of employment. Day shall be defined as the employee's normal work day.
- Subd. 1. Sick leave may be used only in cases of necessity when the employee is unable to perform job duties and responsibilities because of illness or injury of self or dependent child.
- Subd. 2. Earned sick leave, which is unused, may be accumulated to a maximum of 160 days of unused sick leave.
- Subd. 3. Sick leave may not be used in excess of 90 consecutive calendar days for any one illness or injury.
- Subd. 4. The School Board reserves the right to request an employee to provide medical evidence of illness or injury. Failure to provide such evidence shall result in the loss of sick leave for the period of absence.
- Subd. 5. Employees requesting the use of sick leave shall notify their supervisor a reasonable time prior to the beginning of their duty day. Employees failing to give such notice, except in the event of an emergency, shall be subject to a full salary deduction for the period of absence.
- Subd. 6. In the event an employee exhausts accumulated sick leave the Superintendent may advance to a maximum of 30 days of sick leave. Advanced sick leave shall be paid back by the employee.

Section 2. Bereavement Leave: Employees may be absent, to a maximum of five (5) normal work days per year, to attend and/or make arrangements in the event of a death in the employee's immediate family. One day out of five days per year may be used for attendance at a funeral of a friend.

Subd. 1. Immediate family shall be defined as the employee's spouse/life partner, mother, father, stepmother, stepfather, child, stepchild, grandparent, grandchild, sister, brother, stepsister, stepbrother, legal guardian, foster child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, or uncle.

Subd. 2. Employees requesting bereavement leave shall notify their supervisor a reasonable time prior to the absence and give reason(s) for the absence. Employees who fail to give such notice shall be subject to a full salary deduction for the period of absence.

Subd. 3. Employees absent from duty because of a death in the employee's immediate family shall suffer no loss in income for the approved absence.

Subd. 4. Approved bereavement leave shall be deducted from accumulated sick leave. Additional days may be added at the discretion of the Superintendent.

Section 3. Family Illness or Injury Leave: Employees may be absent, to a maximum of five (5) normal work days per year, if necessary, to attend and care for a member of the employee's immediate family.

Subd. 1. Immediate family shall be defined as the employee's spouse/life partner, mother, father, grandparent, sister, brother, legal guardian, mother-in-law, father-in-law, or person for which the employee is a legal guardian.

Subd. 2. Employees requesting family illness or injury leave shall notify their supervisor a reasonable time prior to the absence and give reason(s) for the absence. Employees failing to give such notice, except in the event of an emergency, shall be subject to a full salary deduction for the period of absence.

Subd. 3. Employees absent from duty because of illness or injury in the employee's immediate family shall suffer no loss in income for the approved absence.

Subd. 4. Approved family illness leave shall be deducted from accumulated sick leave.

Section 4. Emergency Leave: Employees may be granted, upon the approval of the Superintendent, a maximum of two (2) normal work days per year to conduct personal business, which cannot otherwise be performed outside of the normal work day.

Subd. 1. Examples of the use of emergency leave which may be approved are court appearances, estate settlements, and funerals not covered by Section 2 of this Article.

Subd. 2. Employees requesting emergency leave shall make such request to their supervisor at least 24 hours in advance of their absence, except in the event of an emergency. Approval or denial of the request by the Superintendent shall be made, and communicated to the employee's supervisor, prior to the requested absence, except in the event of an emergency.

Subd. 3. Approved emergency leave shall be deducted from accumulated sick leave.

Section 5. Personal Leave: Employees may be granted, upon the approval of the immediate supervising administrator, to a maximum of two (2) normal work days per year, personal leave for which no reason is required to be given. Approved personal leave shall be deducted from accumulated sick leave.

Section 6. Jury Duty: Employees required to appear for jury duty will be paid the difference between the employee's daily income and jury duty fees, excluding mileage and expenses.

Subd. 1. Employees selected for jury duty shall notify their supervisor as soon as practicable after being notified of their selection.

Subd. 2. Employees shall report for work on the normal work day immediately prior to and the work day immediately following the last day of jury duty.

Subd. 3. Employees shall notify their supervisor when they are available for duty after completing jury duty.

Section 7. Injury on Duty:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received by the employee pursuant to the Worker's Compensation Act and the employee's daily income to the extent of the employee's accumulated sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave according to the pro-rata portion of days of sick leave which are used to supplement Worker's Compensation benefits. Such payment shall be paid by the School Board to the employee only during the period of disability.

Subd. 3. Employees not electing to supplement Worker's Compensation benefits by a sick leave deduction shall receive only the Worker's Compensation benefit and shall not be deducted sick leave for the period of absence.

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

Subd. 5. Workers compensation claims shall be reported to the Director of Operations (or designee) within 48 hours of injury to comply with insurance carrier and District policy. Final authority for workers compensation claims will be governed by applicable statute (M.S.§176.141).

Section 8. Eligibility: All employees covered by this Contract shall be eligible for paid absences in accordance with the provisions of this Article.

## **ARTICLE IX                    GROUP INSURANCE**

Section 1. Health and Hospitalization:

Subd. 1. Employee Coverage: During the term of this Contract the School Board shall contribute the following amounts on the behalf of eligible and enrolled full-time employees, toward the monthly premium cost of employee coverage of the School Board adopted group health and hospitalization plan or H.M.O., for each month or portion of a month worked:

a. Effective September 1, 2008 - \$ 600.00

b. Effective September 1, 2009 - \$ 600.00

Subd. 2. Dependent Coverage: During the term of this Contract the School Board shall contribute the following amounts on the behalf of eligible and enrolled full-time employees, toward the monthly premium cost of family (employee & dependent) coverage of the School Board adopted group health and hospitalization plan or H.M.O., for each month or portion of a month worked:

a. Effective September 1, 2008 - \$ 1204.92

b. Effective September 1, 2009 - \$1204.92

Subd. 3. In the event that it is determined by a court of competent jurisdiction that a payment toward the cost of dependent coverage for employees eligible for dependent coverage is discriminatory toward single employees, dependent contributions shall cease and the cost of dependent coverage remaining prior to the expiration of this Contract will be distributed equally among all employees in the form of a cash payment.

Section 2. Long Term Disability: During the term of this Contract the School Board shall contribute to a maximum of 75% of the monthly salary toward the monthly premium cost, on behalf of eligible and enrolled full-time employees, of the group income protection plan, adopted by the School Board, for each month or portion of a month worked.

Section 3. Life Insurance: During the term of this Contract the School Board shall contribute to a maximum of \$9 on behalf of eligible and enrolled full-time employees, toward the monthly premium cost of a \$30,000 A.D. & D. group term life insurance plan, adopted by the School Board, for each month or portion of a month worked.

Section 4. Dental Insurance: During the term of this Contract the School Board shall contribute the following amount on the behalf of eligible and enrolled full-time employees, toward the monthly premium cost of employee or family coverage of the School Board adopted dental health plan for each month or portion of a month worked:

a. Effective September 1, 2008 - \$ 64.15

b. Effective September 1, 2009 - 64.15

Section 5. Payroll Deduction: The monthly premium costs which are in excess of the School Board contributions established by Section 1 (Subdivisions 1 and 2), Section 2, Section 3, and Section 4 shall be paid for by enrolled employees through payroll deduction.

Section 6. Duration of Coverage:

Subd. 1. Upon separation from employment all School Board contributions shall cease as of the employee's last paid work day.

Subd. 2. Full-time (9 month) employees who are employed for a normal work year shall be covered by the insurance programs established by this Article for the period September through August.

Subd. 3. Full-time (9 month) employees who are employed for less than a normal work year and who are returning to employment the following normal work year, shall be covered by the insurance programs established by this Article effective as of the first calendar month following the month of employment through the month of August.

Section 7. Eligibility:

Subd. 1. To be eligible to participate in the insurance programs established by this Article an employee must be scheduled to a normal work week of 25 hours or more.

Subd. 2. Employees scheduled to a normal work week of less than 40 hours shall have School Board contributions made on their behalf on a pro-rata basis of their scheduled normal work week to 40.

Section 8. 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 claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE X                    HOLIDAYS**

Section 1. The following 11 days shall be considered paid holidays for full-time (12 month) employees:

- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Two floating holidays per year to be taken at a time approved by an employee's supervisor

Subd. 1. If any of the above holidays fall on a weekend, the day shall be observed in lieu thereof as determined by the Superintendent.

Subd. 2. Employees scheduled to a normal work week of other than Monday - Friday shall observe the 11 holidays at a time which is agreed upon by the employee's supervisor.

Section 2. If any of the above established holidays fall during a full-time employee's vacation period, the day shall not be deducted from earned vacation.

Section 3. To be eligible for a paid holiday employees must have worked, or been on an approved paid absence provided by Article VIII, the employee's last scheduled normal work day before the holiday and the employee's first scheduled work day following the holiday.

Section 4. Employees scheduled to work or who are called back to work on a holiday shall be paid at the rate of two (2) times the employee's hourly job classification rate for all hours worked on the holiday.

Section 5. Eligibility: To be eligible for paid holidays as provided by this Article an employee must be full-time as defined by Article XII, Section 3, Subdivision I.

**ARTICLE XI                    VACATIONS**

- Section 1. Full-time employees shall earn paid vacation in accordance with the following schedule:
- Subd. 1. From the start of employment through the following July 1 at the rate of one (1) day per month, not to exceed 10 days
  - Subd. 2. From the first July 1 of employment through the following six (6) continuous years of employment at the rate of ten (10) days per year.
  - Subd. 3. From the seventh (7) year of continuous employment through the fourteenth year of continuous employment at the rate of fifteen (15) days per year.
  - Subd. 4. From the fourteenth (14) year of continuous employment and thereafter at the rate of twenty (20) days per year.
- Section 2. Vacation shall be earned during one fiscal year period (July 1 - June 30) to be taken during the following fiscal year period (July 1 - June 30).
- Section 3. Request for vacation must be approved by the employee’s supervisor. Consideration for approval will be dependent on the time of year of the request, operation and maintenance needs of the work area, and availability of other building staff. While every effort shall be made to meet the desire of the employees requesting their periods of vacation leave, vacation schedules must conform to the requirements of operations and vacations must be taken as scheduled by the supervisor. Conflicting requests for vacations shall be resolved on the basis of seniority preference and timing of request.
- Subd 1. Vacations shall be limited to non-student days, excluding summer school.
- Section 4. Employees who separate from employment prior to June 30 shall earn a pro-rated vacation based on the number of full months of employment prior to separation. In the event of death an employee's earned pro-rated vacation shall be paid to the employee's estate.
- Section 5. Employees who are serving a probationary period as established by Article XII shall earn vacation during the probationary period but shall be ineligible to schedule vacation until the probationary period is successfully completed. Employees separated during the probationary period shall waive all earned vacation.
- Section 6. Eligibility: To be eligible for paid vacation as provided by this Article an employee must be full-time as defined by Article XII, Section 3, Subdivision 1.

**ARTICLE XII                    PROBATIONARY PERIOD**

- Section 1. All newly hired employees, or employees rehired following separation from employment, shall serve an uninterrupted 90 calendar day probationary period, of which 60 days shall be while school is in session. The probationary period may be extended, for a period not to exceed an additional 90 calendar days, by the mutual agreement of the School Board and the union.
- Section 2. Probationary employees may be terminated at any time during the probationary period at the sole discretion of the School Board, without such termination being appealable to the grievance procedure established by Article XVII.

Section 3. Employment Status: For the purpose of this Contract employees shall have a full-time (12 month), full-time (9 month), or part-time status.

Subd. 1. Full-time (12 month) shall be defined as employees normally scheduled to a 40 hour work week 12 months a year.

Subd. 2. Full-time (9 month) shall be defined as employees normally scheduled to a 40 hour work week nine (9) months a year.

Subd. 3. Part-time shall be defined as employees normally scheduled to a work week of less than 40 hours and more than 14 hours.

Section 4. Job Posting: There shall be a posting of all job openings at all schools for a period of at least five (5) working days. The Union may offer suggestions relative to the qualifications of applicants.

### **ARTICLE XIII DISCIPLINE AND DISCHARGE**

Section 1. The School Board has the right to discipline employees for cause.

Section 2. Theft, drinking during work hours, or reporting to work under the influence of alcohol or chemicals for scheduled work hours, shall be considered cause for immediate discharge.

Section 3. The School District will distribute copies of all District policies affecting employees to all employee groups as the policies are adopted by the School Board.

### **ARTICLE XIV LEAVES OF ABSENCE**

Section 1. Unpaid Leave of Absence:

Subd. 1. Employees may request an unpaid leave of absence for reasons which are personally necessary to the employee. The disposition of such requests shall be at the discretion of the School Board.

Subd. 2. Employees failing to return to work at the expiration of an unpaid leave of absence granted by the School Board, shall be considered to have resigned unless the leave has been extended by the School Board or because of extenuating circumstances.

Subd. 3. In the event an employee has exhausted earned sick leave, the Superintendent, upon written request, shall approve an unpaid leave of absence for a period which will allow the School Board to consider the unpaid leave request as provided by Subd. 1. of this Article.

Section 2. Pregnancy Related Disability Leave and Child Care Leave:

Subd. 1. In conformance with the Minnesota Human Rights Act the Pregnancy Discrimination Act, disabilities caused or contributed to by pregnancy, childbirth or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions.

Subd. 2. A pregnant employee who is unable to perform the duties and responsibilities of her position due to disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, is eligible to use sick leave in accordance with Article VIII, Section 1, Sick Leave.

Subd. 3. An employee who wishes to request a leave of absence for purposes of child care may request an unpaid leave of absence in accordance with Article XIV, Section 1, Unpaid Leave.

Subd. 4. Up to twenty-five (25) days of sick leave may be used for adoption purposes (such as preparation and legal reasons, necessary travel, and initial adjustment).

Section 3. Sabbatical Leave of Absence:

Subd. 1. The school district may grant a maximum one (1) year leave of absence to an employee after the fifth year of continuous employment with the school district. Final decision in granting such leave of absence will rest solely with the school district.

Subd. 2. All requests for long term leave of absence must be submitted in writing at least two (2) months prior to the commencement of the leave. This time limit may be waived upon approval of the Superintendent.

Subd. 3. An employee on leave of absence without pay will not accumulate seniority, sick leave, or any other benefits. An employee may participate in the group insurance programs if permitted by the health insurance carrier under the policy provisions and provided that 100% of the premiums are paid in advance each month by the employee.

Subd. 4. The employee on leave of absence must confirm, in writing, at least two (2) months before returning from leave of absence, the employee's intent to return to his or her duties. Failure to signify such intent will cancel the leave of absence and the employee shall forfeit any right or claims to his or her former position.

Subd. 5. Upon returning from a leave of absence, an employee shall be entitled to return to the same position he or she held prior to departure.

**ARTICLE XV SEPARATION FROM EMPLOYMENT**

Section 1. Separation: Employees shall be considered separated from employment based on the following reasons:

Subd. 1. Resignation: Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective day of resignation.

Subd. 2. Retirement: Employees shall retire no later than June 30th of the fiscal year (July 1 to June 30) during which they reach the age of 70. This subdivision shall be subject to applicable State or Federal Law.

Subd. 3. Discharge: As provided by Article XIII.

Subd. 4. Failure to Report for Work: Employees who fail to report for work without notice to their supervisor for three (3) consecutive normal work days may be considered by the School Board to have resigned, except in extenuating circumstances.

Subd. 5. Termination During the Probationary Period: As provided by Article XII.

Subd. 6. Lay-Off: Employees shall be given two (2) weeks written notice of lay-off.

Section 2. Re-employment: An employee reemployed following separation from employment shall be considered a new employee.

Section 3. Reduction of the Work Force: In the event the School Board determines it is necessary to reduce the work force, the School Board and the Union shall negotiate the procedure based on seniority, job-relevant qualifications, and ability to perform the work required.

Subd. 1. Seniority shall be defined as an employee's length of continuous employment with the School Board in a job covered by this Contract.

Subd. 2. Employees laid off under the provisions of this Section shall hold recall rights for a period of two (2) years. Employees recalled to employment shall be given a fourteen (14) calendar day written notice of recall. Employees who do not return to employment within the fourteen (14) calendar day period shall waive any right to reemployment. Employees recalled from lay-off shall be paid at the step of the Salary Schedule the employee was on at the time of lay-off.

Section 4. Early Retirement. Employees retiring prior to the age of 65 who are eligible, shall be entitled to early retirement benefits subject to the provisions of this Section. Two plans are available and employees must make an irrevocable election of the plan of their choice not later than January 1, 1995. Employees who do not indicate otherwise shall be automatically enrolled in the matching funds program.

Subd. 1. Severance Pay. Full-time employees, as defined in Article IX, Section 3, Subdivision 1 and 2, who have completed at least 15 years of continuous service with the School Board and who are at least 55 years of age shall be eligible for severance pay pursuant to the provisions of this Section, upon submission of a written resignation at least 30 days prior to retirement, accepted by the School Board.

- a. Leaves of Absence. Time spent on approved leaves of absence as provided in this contract, shall be included in the calculation of years of continuous service.
- b. Determination of Age. For purposes of this Section, an employee's age shall be that attained during the fiscal year (July 1 - June 30), at the start of which the employee elects to retire.
- c. Discharge for Cause. This Section shall not apply to any employee discharged for cause by the School Board.
- d. Severance Payment. The amount of severance payment, upon early retirement, shall be \$18,000.
- e. Payment. Upon early retirement, an eligible employee shall receive the severance payment on or about the day of retirement. If, after early retirement, the employee dies before the severance payment has been made, the balance due shall be paid to the named beneficiary or, lacking a named beneficiary, to the estate of the deceased.

Subd. 2. Retirement Trust. The purpose of the trust (hereafter called the plan) is to encourage employees to develop a financial plan for their future by providing money, which would have otherwise have been made available at retirement, for investment during the course of employment with the District. The plan will require participation by the employee coupled with a matching contribution from the District. Such plan shall be conducted under the rules of I.R.C. 403 (b).

- a. Amount of Match

Years of Continuous Employment	District Matching Contribution
0 - 5 years	\$0 Match
6 - 10 years	\$500 Match
11 - 15 years	\$600 Match
16 - 20 years	\$750 Match
21 - 25 years	\$950 Match
26 + years	\$1050 Match

- b. Maximums for District contributions shall be \$1050 annually with a lifetime maximum of \$20,000.
- c. The District contribution will begin when the employee initiates an eligible investment program.
- d. An employee may elect to contribute to the matching fund plan more than the District match. The plan only defines the limits of the District's participation in the selected program.
- e. Deductions or options of tax sheltered annuity matching plans, as provided by this section, shall be implemented twice each year following written notification. Such notification shall be received no later than January 1st or July 1st.

Subd. 3. Insurance. Employees eligible for early retirement shall have the option to continue participation in the group health and hospitalization insurance coverages established by Article IX, Section 1, until Medicare eligibility. Employees electing to participate shall pay the full monthly premium cost of the hospital and medical insurance coverage in a manner prescribed by the District.

## **ARTICLE XVI HEALTH STANDARDS**

- Section 1. Prior to employment, the School Board shall have the right to require an employee to provide medical evidence of a physical examination which attests to the employee's ability to perform job duties and responsibilities. If required the cost of the physical examination shall be paid for by the School Board.
- Section 2. All employees, as a condition of employment, shall demonstrate freedom from communicable disease as may be required by Minnesota Law or appropriate rules and regulations promulgated thereunder.
- Section 3. The School Board shall have the right to require employees to provide medical evidence of their physical or mental ability to perform their job duties and responsibilities from a licensed physician. Failure to provide such evidence shall be cause for termination. The School Board shall pay the cost of the examination by a School Board designated physician. Employees may choose to be examined by a physician of their own preference. Charges in excess of the costs of the School Board's designated physician shall be paid by the employee.

## **Article XVII PERFORMANCE INCENTIVE**

The School District and the Union enter into a performance based program for areas of targeted improvement beginning with the 1997-98 academic year. An administrator shall conduct the review(s), but shall provide the Superintendent with the plan for each custodian. Such an incentive plan may include (but will not be limited to): community involvement, the development of new skills related to position, interpersonal communication, and /or other areas of specific measurable improvement. The performance incentive is \$150 per custodian.

## **ARTICLE XVIII GRIEVANCE PROCEDURE**

- Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting from a dispute or disagreement between the employee and the School Board as to the interpretation or application of the terms and conditions of employment insofar as such terms and conditions are contained in this Agreement.
- Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: 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 week days not designated as a holiday 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.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievance 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 the timeline set forth below. 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 hereinafter 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 5. Adjustment of Grievance: The School Board and the employee shall attempt to adjust a grievance which may arise during the course of employment of an employee in the following manner:

Subd. 1. Level I: The employee or employees concerned shall take the matter up with their supervisor for settlement within ten (10) days. If the parties fail to agree or the supervisor fails to adjust the alleged grievance within two (2) days after the grievance is made, the employee may appeal to Level II.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent 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 shall issue a decision in writing to the employee involved and the Union.

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 employee and the Union. At the option of the School Board, a committee or representative(s) of the School Board may be designated 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 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 it notifies the employee and the Union 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 7. Denial of Grievance: Failure by the School Board 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 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

Subd. 2. 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. 3. Selection of an Arbitrator: If the parties cannot mutually agree as to the arbitrator within ten (10) days from the date of notification that arbitration will be pursued, either party may request the Bureau of Mediation Services (BMS) to submit a list of arbitrators, providing that such request is made within twenty (20) days from the date of notification that arbitration will be pursued. Selection of the single arbitrator will be made in accordance with the BMS rules. Failure to request arbitration from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon the selection of the arbitrator, 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 the facts.
- (3) Position of the grievant.
- (4) The written documents relating to Section 5 of the grievance procedure.

b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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. The parties shall have the right to a hearing at which time both will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

Subd. 6. Decision. The decision of the arbitrator shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The arbitrator's written decision shall be rendered within thirty (30) days after the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. Decisions by the arbitrator in cases properly submitted before the arbitrator shall be final and binding upon the School Board, the Union and the employee(s) subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. 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. A transcript or recording shall be made of the hearing at the request of either party, the expense to be borne by the requesting party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over grievances properly submitted before the arbitrator pursuant to the terms of this article and shall have no authority to make a decision on any other issue not so submitted. 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 the arbitrator have the right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions 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, 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. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

Section 9. 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 XIV DURATION AND PLEDGE**

- Section 1. Terms: This Contract shall become effective as of July 1, 2008 unless specified otherwise herein, and shall continue in full force and effect through June 30, 2010 and shall renew itself for annual periods thereafter, except as modified or terminated in accordance with the provisions of this Article.
- Section 2. Effect of Contract: Any and all prior Contracts, resolutions, practices, policies, rules or regulations regarding the "terms and conditions of employment," to the extent they are inconsistent with the provisions of this Contract, are hereby superseded.
- Section 3. Waiver: The Union and the School Board mutually acknowledge that during the negotiations which resulted in this Contract each had the opportunity to make demands and proposals regarding the "terms and conditions of employment" for employees covered under this Contract. All understandings and agreements arrived at by the Union and the School Board during their negotiations are fully and completely set forth in this Contract. The parties may, by mutual agreement, amend this Contract during its term.
- Section 4. Procedures: Between 90 and 120 calendar days prior to the expiration of this Contract, either the School Board or the Union may serve written notice to modify or terminate this Contract. A party which gives notice of a desire to modify this Contract shall, within 60 calendar days, set forth proposed modifications sought by the party, as inclusive as possible. Negotiations may commence at any time after written notice of termination or modifications has been given.
- Section 5. Provisions Contrary to Law: In the event that any provisions of this Contract are declared to be contrary to law by proper judicial authority from whose finding, determination, or decree no appeal is taken, such provision shall be null and void and of no force or effect. All other provisions of this Contract shall continue in full force and effect. The Union and the School Board agree to, upon written notice, enter into negotiations to replace the voided provisions of this Contract.

AGREED and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representatives of the School Board and the Union:

FOR THE SCHOOL BOARD:

FOR THE UNION:

\_\_\_\_\_  
Chairperson  
Independent School District #286

\_\_\_\_\_  
Business Representative  
Service Employees International Union Local No.284

\_\_\_\_\_  
Clerk  
Independent School District #286

\_\_\_\_\_  
Steward (Custodians)  
Service Employees International Union Local No. 284

Dated this 11<sup>th</sup> day of September, 2008