

**AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 879  
Delano, Minnesota**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 284**

**covering**

**The Custodian and Maintenance Employees  
of the School District**

Effective Dates: July 1, 2010 through June 30, 2012

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## ARTICLE I

### PURPOSE

**Section 1. Parties:** THIS AGREEMENT is entered into between Independent School District No. 879, Delano, Minnesota (hereinafter referred to as the school district) and the Service Employees International Union, Local 284 (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 the P.E.L.R.A.), to provide the terms and conditions of employment for custodial plant and maintenance staff members for the duration of this Agreement.

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition:** In accordance with the P.E.L.R.A., the school district recognizes the Service Employees International Union, Local 284, as the exclusive representative for custodial plant and maintenance staff members employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the district contained in the appropriate unit as certified by the Director of Mediation Services as defined in Article III of this Agreement and the P.E.L.R.A.

## ARTICLE III

### DEFINITIONS

**Section 1. Terms and Conditions of Employment:** Shall mean the hours of employment, the compensation therefor including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the appropriate unit shall mean all persons employed by the school district as custodian and maintenance employees but excluding the following: confidential employees, supervisory employees, essential employees, part-time employees, whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

**Section 3. Definition:** Any reference to the school board or school district in this Agreement shall mean the school board or its duly designated officials or representatives.

**Section 4. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## ARTICLE IV

### SCHOOL BOARD RIGHTS

**Section 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 as:

1. To direct all operations of the school system.
2. To establish reasonable work rules, regulations and schedules of work.
3. To hire, promote, transfer, schedule, assign and determine the qualifications of employees in positions with the school system.
4. To suspend, discharge and take other disciplinary action against employees for cause.
5. To create, revise or eliminate positions depending on the needs of the school district or any other legitimate reason.
6. To maintain efficiency of school system operations and to operate the schools in a manner most economical to the taxpayers of the school district.
7. To introduce new or improved methods or facilities or to change existing methods or facilities.
8. To determine the kinds and amounts of services to be performed as pertains to school system operations and the number and kinds of positions and job classifications to perform such services.
9. To determine the methods, means and personnel by which school system operations are to be conducted.
10. To take whatever reasonable action is necessary to carry out the functions of the school system in situations of emergency.

11. To develop and implement evaluations and accountability procedures applicable to all job functions and employees.

All management rights and management functions not expressly delegated in the Agreement are reserved to the school board.

**Section 2. Management Responsibilities:** The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

**Section 3. Effect of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision 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 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment of 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 exclusive representative.

**Section 2. Right to Join:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purposes of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school board.

**Section 3. Request for Dues Check Off:** Employees shall have the right to request and be allowed dues check off for the exclusive representative. 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. Deductions shall be made each month and transmitted to the exclusive representative together with a list of names of the employees from whose pay deductions were made.

## ARTICLE VI

### RATES OF PAY

#### Section 1. New Employees:

**Subd. 1.** The School Board may choose to recognize related experience when considering salary schedule placement. At the time of initial employment, a custodian who has had prior germane experience will be placed on salary Schedule B as agreed between the School Board and the custodian, however, initial placement shall not exceed Step 4. For the duration of this 2010-2012 agreement, until a successor agreement is negotiated, new employees shall be placed according to the above procedure at a step not to exceed Step 2.

**Subd. 2.** All employees will be paid according to Schedule B. A new employee who starts on the Step 1 of Schedule B shall advance to Step No. 2 of Schedule B upon completion of the probationary period. The employee shall advance to the next step of Schedule B 12 months after advancement to Step No. 2. An employee starting on any other step of Schedule B may advance to the next rate of Schedule B upon being reviewed by the school board or board's designee and approved for advancement to the next step. Should the board or designee not review the new employee and approve advancement to the next step, the employee shall advance to the next step of Schedule B after 12 months of continuous service. The probationary period according to Article XII Section 1 shall apply to all new employees. For the 2010-12 contract there will be no step advancement.

**Section 2. Basic Rates of Pay:**

A lump sum payment in the amount of \$900 for the 2010-11 and 2011-12 contract years to all regularly scheduled employees who work 6 or more hours per day and a \$400 lump sum payment for all employees working less than 6 hours per day for the 2010-11 and 2011-12 contract years payable on January 5 and June 20, in 2011 and 2012, respectively. No step advancement or career increment advancement in 2010-11 or 2011-12.

Schedule B - Hourly rates shall be as follows:

	<u>July 1, 2010</u>	<u>July 1, 2011</u>
1 <sup>st</sup> Step	\$12.96	\$12.96
2 <sup>nd</sup> Step	\$13.73	13.73
3 <sup>rd</sup> Step	\$14.52	14.52
4 <sup>th</sup> Step	\$15.37	15.37
5 <sup>th</sup> Step	\$15.76	15.76
6 <sup>th</sup> Step	\$16.98	16.98
7 <sup>th</sup> Step	\$17.96	17.96
8 <sup>th</sup> Step	\$18.77	18.77

Career Increment

- +.30 beginning the 5<sup>th</sup> year
  - +.40 beginning the 8<sup>th</sup> year
  - +.50 beginning the 12<sup>th</sup> year
- (For a total of \$1.20)

**Section 3. Extra Responsibility Differential:**

**Subd. 1.** An employee assigned and serving as a Head Custodian in a building will receive an additional amount per hour, as indicated below, in addition to his/her regular custodian rate for such responsibilities.

Effective July 1, 2010                      \$2.55

**Subd. 2.** An employee assigned and serving as a Lead Custodian in a building will receive an additional amount per hour, as indicated below, in addition to his/her regular custodian rate for such responsibilities.

Effective July 1, 2010                      \$1.30

**Subd. 3.** An employee assigned to a shift commencing at or after three p.m. shall be paid an additional amount per hour, as indicated below, in addition to his/her regular custodian rate for such responsibilities. An employee regularly assigned to the second shift shall receive shift differential for 185 days, times the employee's regularly scheduled hours. This amount will be paid in equal installments between September 1 and May 31 of each year.

Effective July 1, 2010                      \$0.50

**Subd. 4.** When there is no Head Custodian or Lead Custodian assigned and on duty during a shift after 3 p.m., one employee will be assigned as a shift lead. An employee assigned and serving as a shift lead will receive an additional \$.25 per hour, in addition to his/her regular custodian rate for such responsibilities.

Effective July 1, 2010

\$0.25

**Section 4. Building Checks:** Employees performing building checks shall be allowed two hours of overtime.

**Section 5. Overtime:**

**Subd.1.** Overtime for work beyond 40 hours a week shall be compensated at time and one-half. No overtime will be accrued unless authorized in advance by the Superintendent or his/her designee, except in cases of school building or campus emergency. At the employee's option, the employee may accrue compensatory time in lieu of overtime pay, up to a maximum of 60 hours of compensatory time resulting from 40 hours of overtime worked. (An employee may carry a maximum of 60 hours of comp time at any time, but may use then re-accrue time during that fiscal year.) Any employee who has accrued compensatory time must use that compensatory time during that fiscal year, with one week notification based on the availability of subs.

**Subd.2.** When a custodial service is required for any activity taking place in any school building outside of normal work hours, the opportunity to work the activity shall be offered to custodial employees on a rotating basis in seniority order beginning with the most senior employee. Employees must be fully qualified, as determined by the School District, to complete the assigned building coverage. If no employee voluntarily accepts the work, the work will be assigned on a rotating basis in reverse seniority order (i.e., first assignment goes to the least senior person, second assignment goes to the second least senior person).

**Section 6. Part-time Employees:** Part-time employees shall be compensated according to Schedule B. Such employees shall be entitled to fringe benefits or group insurance except as provided in Article X, Section 3 of this Agreement.

**Section 7. Substitute Custodians:** Substitute or casual custodians rate shall be paid the hourly rate established at Step one (1) of the current custodian wage schedule (Schedule B).

**Section 8. Boiler License:** The following differentials will be paid to employees who hold the following license.

	<u>Effective 7-1-10</u>	<u>Effective 7-1-11</u>
Chief	\$850 per year	\$850 per year
First Class	\$575 per year	\$575 per year
Second Class	\$425 per year	\$425 per year
Special	\$275 per year	\$275 per year

All employees who are members of the bargaining unit upon the ratification of the 1998-2000 collective bargaining agreement will continue to receive compensation for any boiler

license the employee holds at the time of ratification. Increased payment in consideration of progression to a higher level of boiler license for current employees or for employees hired after ratification of the 1998-2000 agreement will be made according to the district's need for license holders above a Special license. The district's need for license holders will be clearly communicated to employees and in accordance with state laws and regulations. There will be no limitation on the number of differentials paid for Special license holders.

These payments will be split in half and paid to valid license holders on January 1 and July 1 of each year.

**Section 9. Weed Spraying:** A custodian licensed and assigned to spray weeds shall receive \$200 per year over and above the regular pay.

**Section 10. Pool Operator:** A custodian licensed and assigned as the pool operator shall receive \$100 per year over and above the regular pay.

## ARTICLE VII

### HOURS OF SERVICE

**Section 1. Full-time Employees:** A regular work week for full-time employees shall consist of 8 hours per day, 5 consecutive days per week, Monday through Friday except for the least senior employee or another employee by mutual agreement with the school district and the employee. This employee shall work Tuesday through Saturday when requested. In the event of an energy crisis or other exigency the school district reserves the right to change the normal work week or hours per day, but the number of hours per day shall not exceed 10.

**Section 2. Part-time Employees:** The school district reserves the right to employ such part-time personnel as deemed necessary and desirable, consistent with the provisions of this Agreement.

**Section 3. Starting Times:** Starting times shall be determined by the school district.

**Section 4. Lag Time:** Each employee shall be allowed five (5) minutes per week to cover errors in the school district's time clock. Each late arrival after the initial five (5) minute allowance will result in a deduction from the employee's salary. The salary deduction shall be made according to the amount of time the employee was late, unless the employee makes up the lost work time.

**Section 5. Summer Assignments:** The following shall be the shifts for summer work:

- a. Monday-Friday days at eight (8) hours per day
- b. Monday-Friday evenings at eight (8) hours per day
- c. Monday-Thursday days at ten (10) hours per day
- d. Tuesday-Friday days at ten (10) hours per day

Summer work shifts shall be offered to employees in accordance with seniority. Any summer work shifts unfilled shall be required in reverse order of seniority.

## ARTICLE VIII

### HOLIDAYS

#### Section 1. Paid Holidays:

**Subd. 1.** All employees covered by this Agreement who work 20 hours or more per week shall be granted the following as paid holidays, provided that they shall have been employed by the school district for thirty (30) calendar days immediately prior to the said holiday:

1. New Year's Day, January 1
2. Memorial Day, the last Monday in May
3. Independence Day, July 4
4. Labor Day, the first Monday in September
5. Thanksgiving Day
6. Friday after Thanksgiving
7. Christmas Day
8. The Friday before Easter Sunday
9. The preceding work day before the Christmas Day holiday
10. Dr. Martin Luther King, Jr. Day
11. Presidents' Day

**Subd. 2.** All employees who are members of the bargaining unit but do not work 20 hours or more per week shall be eligible for the first six holidays listed in Subd.1 after one year of service.

**Subd. 3.** If school is in session on any of the above-named holiday(s), either the school district will determine another day, in the same school year, to be taken as a holiday, or each employee will be granted a floating holiday, to be used at the employee's discretion upon reasonable notice.

**Subd. 4. Computation of Holiday overtime:** Hours paid per Subd. 1 shall be considered time worked for the purpose of computation of overtime during the employees work week. An employee shall receive holiday pay plus time-and-a-half for all hours worked on a holiday.

**Section 2. Weekends:** Should a holiday fall on a Saturday, the preceding Friday shall be a holiday. Should the holiday fall on a Sunday, the following Monday shall be a holiday. This shall not apply to employees whose regular workday falls on a Saturday or a Sunday or for overtime purposes.

**Section 3. Vacation:** Any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

## ARTICLE IX

### VACATIONS

**Section 1. Eligibility:** This Article shall apply to employees who are regularly employed on a full-time basis.

**Section 2. Earned Vacation:** Full-time employees under these provisions shall accrue vacation as follows:

- 10 working days after 1 year
- 12 working days after 3 years
- 14 working days after 6 years
- 15 working days after 8 years
- 20 working days after 12 years
- 22 working days after 16 years

**Section 3. Application:**

**Subd. 1.** Vacation schedules will be posted in May of each year and employees shall be permitted to express vacation preference in order of seniority subject to the needs of service. Vacations may be taken at any time of the year if properly scheduled and consistent with the needs of the program.

**Subd. 2.** All vacations accrued as of July 1 of any year must be taken during that calendar year. Employees covered by this Agreement shall be entitled to take vacation days only after completing one year of service in the school district.

**Subd. 3.** If the employee resigns before completing a full year of service he/she shall not be entitled to any vacation pay. An employee who has completed at least one year of service shall be entitled to receive pro rata pay for unused vacation time provided such employee provides the school district with at least two weeks' advance notice of his resignation time.

**Section 4. Unpaid Leave:** An employee shall be granted up to five days unpaid leave per year if approved by the Superintendent or Superintendent's designee. Only one employee may be on this leave at any time.

## ARTICLE X

### GROUP INSURANCE

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the school board.

**Section 2. Medical-Hospitalization Insurance:**

**Subd. 1.** The school district shall contribute up to the amounts listed below per annum toward the cost of the premium for the group medical-hospitalization plan of the school district on behalf of each full-time employee who is qualified for and enrolled in the district's group health and hospitalization plan and his/her dependents, if applicable.

Effective July 1, 2010	\$14,400
Effective July 1, 2011	\$15,800

**Subd. 2.** The district will pay to any employee who qualifies for a health insurance contribution but chooses not to accept the health insurance contribution, an additional hourly amount, as listed below, for all hours the employee is scheduled to work in that school year.

Effective July 1, 2010	\$1.35
Effective July 1, 2011	\$1.35

**Subd. 3.** The cost of the premium in excess of the school district contribution shall be borne by the employee and paid by payroll deduction.

**Subd. 4** In the case where both husband and wife are employed by the district, the district reserves the right to pay the least expensive option for health coverage. This option will be determined by mutual consent of the district and the employee. The combined coverage for health insurance shall not exceed the full cost for the insurance.\*

**Section 3. Eligible Employees:** The parties agree that only employees working 20 hours or more per week on a regular basis shall be eligible to participate in the group insurance plan provided in this Article at their own expense. Only employees working 30 hours or more per week on a regular basis shall be eligible for the District premium contribution benefits provided in this Article.

**Section 4. Dental Insurance:** The school district shall contribute a sum equal to the premium for single dental insurance toward the purchase for such insurance for each custodian who is eligible for and enrolled in the district's dental insurance plan. A custodian who desires family coverage will receive the contribution as for a single premium but shall pay the premium difference through payroll deduction. Implementation of this Section must be consistent with the requirements of the district's dental insurance carrier.

**Section 5. Life Insurance:** The school district shall contribute the monthly premium toward \$65,000 of term life insurance for each eligible custodian.

**Section 6. LTD Insurance:** The school district shall provide a long-term disability insurance plan for each eligible custodian, which will provide a benefit of 66 2/3% of the custodian's regular monthly compensation, with a waiting period of not more than 60 calendar days after the date of disability.

**Section 7. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further 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 8. Duration of Insurance Contribution:** An employee is eligible for board contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all board participation and contribution shall cease, effective on the last working day, except as provided in Article XV, Section 5.

## ARTICLE XI

### LEAVES OF ABSENCE

#### Section 1. Sick Leave:

**Subd. 1.** Employees shall earn sick leave at the rate of 12 days per year. Sick leave shall accrue monthly as it is earned on a pro rata basis to the employee's work day.

**Subd. 2.** Unused sick leave days or half days may accumulate to a maximum credit of 120 days of sick leave per employee.

**Subd. 3.** Sick leave pay shall be allowed by the school board whenever an employee's absence is found to have been due to the employee or the employee's minor child (as per M.S. 181.94 and M.S. 181.9413 for as long as the statutes are in effect) illness which prevented his/her performance of duties on that day or days. An employee shall also be granted sick leave with pay for an injury or serious illness of the employee's spouse or child. The school board requires an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

**Subd. 4.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

## **Section 2. Funeral Leave:**

**Subd. 1.** Employees shall be granted up to five (5) days leave with pay per incident for absence due to the death of the employee's parent, spouse, or child.

**Subd. 2.** Employees shall be granted up to three (3) days leave with pay per incident for absence due to the death of the employee's sibling, grandparent, grandchild, parent-in-law, son-or daughter-in-law.

**Subd. 3.** One (1) day of leave with pay may be used for absence due to the death of an uncle, aunt, brother- or sister-in-law.

**Subd. 4.** An employee may request that additional bereavement leave be granted beyond what is stated above. Additional leave may be granted at the discretion of the superintendent or designee. This additional time shall be deducted from sick leave.

**Section 3. Military Leave:** Military leave shall be granted pursuant to applicable law.

## **Section 4. Worker's Compensation:**

**Subd. 1.** Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, incurred while in the employ of the school district, the school district will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

**Subd. 2.** A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement worker's compensation.

**Subd. 3.** Such payment shall be paid by the school district to the employee only during the period of disability.

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

**Subd. 5.** An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his or her

endorsed work's compensation check to the school district prior to receiving payment from the school district for his or her absence.

**Subd. 6.** The parties agree that an employee of the school district shall not be entitled to sick pay benefits under this Section if he or she is injured while in the employ of another employer nor shall there be any accrual of such during the period of convalescence from that injury.

**Section 5. Jury Duty:** Employees involuntarily called and selected for jury duty shall receive their regular compensation for their employment, less the amount received by them as jurors, exclusive of mileage.

**Section 6. Personal Leave:**

**Subd. 1.** An employee who is a member of the custodian unit shall be granted a leave with pay of up to two (2) days per year for situations that arise requiring the employee's personal attention which cannot be attended to outside of the employee's shift and which are not covered under other policies. The day will not be deducted from sick leave.

**Subd. 2.** Court appearances and estate settlements are examples of situations where this leave shall be granted.

**Subd. 3.** Personal leave shall not be granted for any of the following reasons:

- a) First or last day of school (pupil contact day);
- b) The day preceding or the day following a scheduled school vacation period;
- c) To transact any business which relates to a second occupation;
- d) For any recreational purposes.

**Subd. 4.** Requests for personal leave must be made in writing to the superintendent at least three (3) days in advance, whenever reasonably possible. No more than (2) employees shall be granted leaves on the same day.

## ARTICLE XII

### DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

**Section 1. Probationary Period:** An employee under the provisions of this Agreement shall serve a probationary period of six months of continuous service in the school district during which time the school district shall have the unqualified right to terminate or otherwise discipline such employee. This period may be extended an additional three (3) months upon mutual agreement of district administration and the exclusive rep. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as termination or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

**Section 2. Temporary Suspension:** Temporary suspension for failure or refusal to perform adequately the duties for which the custodian is responsible or for failure to respond to a direct order which is a part of his/her job description may occur as follow:

If the custodian fails or refuses to perform adequately his/her assigned responsibility(ies) or fails to respond to a direct order which is part of his/her job description, she/he may be suspended for up to five (5) days without pay.

**Subd. 1.** The custodian shall be verbally informed of the inadequacy of the performance of responsibilities or failure to respond to a direct order which is a part of his/her job description.

**Subd. 2.** The custodian shall be notified, in writing, of the inadequacy of the performance or failure to respond to a direct order which is a part of his/her job description.

**Subd. 3.** The custodian may be suspended, without pay, for up to 5 days at the discretion of the superintendent, or his designee, who shall be a direct supervisor of the custodian, for inadequacy of performance or failure to respond to a direct order which is a part of his/her job description.

## ARTICLE XIII

### VACANCIES AND JOB POSTING

**Section 1. Posting of Vacancies:** All permanent vacancies in full-time positions will be posted for a two week period. The union office shall be provided with a copy of all postings. A permanent vacancy is defined as one anticipated to last more than four months. A temporary vacancy is defined as one anticipated to last less than four months. A position may be filled temporarily pending completion of posting and application procedures.

**Section 2. Application for Vacancies:** All employees under this Agreement may submit application in writing for any vacancy which is posted pursuant to this Article.

**Section 3. Mailed Notice:** An employee scheduled on vacation more than two weeks at an interval will be given mailed notice of any posting during such vacation period providing he or she make such request in advance of his or her vacation period and provides the school business office with a self-addressed envelope for such purpose.

**Section 4. Filling of Vacancies:** Day shift vacancies shall first be offered to regular custodians based on seniority and qualifications before the position is offered to substitute custodians or outside applicants. Notice of the candidate selected to fill the vacancy shall be given within 15 working days after the closing of the posting.

**Section 5. Application of Seniority:** Seniority will apply in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the positions except provided in Section 6 herein. For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay.

**Section 6. Promotion Positions:** In filling positions involving a promotion as defined in Section 5 above, the position will be filled by the school district with the best qualified candidate as determined by the school district. In making its determination, the school board shall consider the employee's qualifications and aptitude for the position as well as his length of service with the school district along with other relevant factors.

**Section 7. Outside Applicants:** The school district reserves the right to fill any position with an outside applicant if internal candidates do not have the needed qualifications for the position or if no internal candidates apply.

**Section 8. Administrative Transfers:** Seniority and posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the union prior to final disposition.

**Section 9. Lay-off and Recall:** Seniority shall be considered in lay-offs and recall only when abilities are relatively equal. The final decision as to relative abilities will be made by the district administration after consultation with the head custodian(s). Any employee

placed on lay-off will retain recall rights for 24 months from the date of lay-off. Any employee on lay-off will have a maximum of 2 weeks to respond to a recall notice. Any employee who chooses to ignore a recall notice or to not return to work shall lose all recall rights.

## ARTICLE XIV

### MISCELLANEOUS

**Section 1. Pay Day:** Employees' wages shall be paid on a twice month basis, the fifth and twentieth day of the month, or the full working day prior to each respective day.

**Section 2. Mileage Allowance and Insurance Liability Coverage:** Employees required to use their own automobiles in the performance of their duties upon approval of the superintendent or his designee, shall be reimbursed for all such travel at the applicable rate established by the Internal Revenue Service. The board shall provide liability insurance protection, at least up to statutory limits, for employees when their personal automobiles are used in connection with school district business.

**Section 3. Uniform Allowance:** The school district shall provide each new custodial employee with three uniforms and, in addition, three uniforms annually each year thereafter. An employee may elect to receive, in lieu of uniforms, up to \$102 towards the purchase of work shoes or boots, prescription safety glasses, or jackets upon presentation of a receipt to and acceptance by the school district. So that each custodial employee remains current with uniforms, this option may only be exercised every other year.

**Section 4. Union Representatives:** The school district shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purpose 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. Such leave shall be without pay or fringe benefits, except that the union steward shall be allowed release time with pay to handle grievances and wage negotiations scheduled during his or her working hours.

**Section 5. Physical Examination:** A physical examination shall be required of all new employees at the employee's expense.

**Section 6. Inclement Weather:** Employees will be expected to report to scheduled work during inclement weather. However, if an employee decides that conditions are too dangerous to report, s/he may: make up the lost time within the current pay period; take the day as an unpaid day; take a personal day; or take a vacation day, the employee's option.

## ARTICLE XV

### RETIREMENT AND EMPLOYER MATCH TO TSA ACCOUNTS

**Section 1.** Matching Annuity: Effective July 1, 2001, a bargaining unit employee may participate in the District's matching Tax Sheltered Annuity (TSA) program as provided in M.S. 356.24 subd. 1(5)ii, subject to the provisions contained in this Article.

**Section 2.** District Contribution: The maximum annual District contribution shall be based on matching an employee's contribution per Schedule C, attached to this Agreement.

**subd. 1.** The district will contribute an amount equal to the employee's monthly contribution (pro-rata for employees who work 1080 hours and up) up to the maximum amount listed in Schedule C. The district contribution will begin when the employee initiates an eligible investment program and completes one (1) full year of service in the Delano Public Schools.

**subd. 2.** An employee may elect to contribute to the selected program more than the district match. This Article only defines the limits of the district's participation in the selected program.

**subd. 3.** The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

**subd. 4.** When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

**subd. 5.** All provisions of this Article are subject to applicable code provisions of Minnesota State Internal Revenue Code Section 403(b).

**subd. 6.** All qualified investment companies authorized by the Minnesota State Board of Investment will be eligible to receive the employer match.

**Section 3.** The district's contributions will continue for an eligible employee through the employee's thirtieth (30<sup>th</sup>) year of employment with the district, but not beyond.

**Section 4.** Employees who apply for early retirement shall be eligible to remain in the existing group health and hospitalization insurance program if permitted by the policy, and shall remain eligible for 65% of the then-current board contribution toward single coverage, for ten (10) years from the employee's date of retirement. For purposes of this section only, early retirement shall be defined as obtaining age 55 with 18 years of consecutive full-time service to the district.

Schedule C

<u>Years of Service</u>	<u>Employer Match</u>
2-4	\$250
5-8	\$425
9-13	\$635
14+	\$1,300

**ARTICLE XVI**

**GRIEVANCE PROCEDURE**

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

**Section 2. Representative:** The employee, supervisor, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf in accordance with State Statutes.

**Section 3. Definitions and Interpretations:**

**Subd. 1. Extension:** Time limits specified in this Agreement may be extended or waived by mutual agreement in writing.

**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 holidays in this Agreement.

**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 holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a 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 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 20 days after the date the event giving rise to the grievance occurred, or the employee should have had reasonable knowledge thereof. Failure to file any grievance within such periods 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. Designation of Board Representative:** It shall be the duty of the school district to post notice and inform the union of the school board representative designated to handle grievances at any particular level. If the school district fails to post such notice and inform the union, the employee may serve any notices required by the grievance procedure on the superintendent or his designee.

**Section 6. Adjustment of Grievance:** The school board and/or its designee and the employee or his representative shall attempt to adjust all grievances which 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 between the employee and his supervisor, the supervisor shall give a written decision on the grievance to the parties involved within ten 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 by the employee or his representative, provided such appeal is made in writing within ten days after receipt of the decision at 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 ten days after receipt of the appeal. Within ten 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 ten days after receipt of the decision at Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within fifteen days after receipt of the appeal. The date and time will be designated. Within fifteen 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 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 7. 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 fifteen 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 affirm, reverse or modify such decision.

**Section 8. Denial of Grievance:** Failure by the school board or its representative to issue a decision within the time periods provided herein including observance of dates and time of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.

**Section 9. 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 exclusive representative, and such request must be filed in the office of the Superintendent within fifteen 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 Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within fifteen days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to submit a list of seven arbitrators provided such request is made within fifteen days after request for arbitration. The school district and the union shall select an arbitrator from such list by alternately striking names from such list until only one name remains. The person remaining shall be the arbitrator. If the parties cannot agree on who shall strike from the list first, it shall be determined by a toss of a coin. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

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

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty 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 provided by the P.E.L.R.A., as amended.

**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 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 but the cost of any court reporter requested and the cost of any transcript or copy thereof shall be at the expense of the party requesting any one of them. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree in writing are necessary for the conduct of the arbitration.

**Subd. 7. Jurisdiction:** The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this Agreement and the provisions of P.E.L.R.A., as amended. This 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.

**Subd. 8. Election of Remedies and Waiver:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement (with the exception of a proceeding under the Veterans' Preference Act), shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting proceedings in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance or receive an arbitration decision pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further or receive a decision 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 XVII

### DURATION

**Section 1. Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2010, through June 30, 2012, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than April 1, 2012, and the other party shall have until May 1, 2012, to propose its changes. Unless otherwise mutually agreed in writing, the parties shall not commence negotiations for a new agreement earlier than 90 days prior to the expiration of this Agreement.

**Section 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.

**Section 3. Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, unless mutually agreed in writing.

**Section 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.

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

\_\_\_\_\_  
Service Employees International Union  
Local 284

\_\_\_\_\_  
Independent School District  
No. 879, Delano, Minnesota

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010

## LETTER OF UNDERSTANDING

The District agrees to offer the 28-hour per week employee a 30-hour per week schedule.

(2006)

## LETTER OF UNDERSTANDING

One option the School Board will consider is compensating the Head Custodian for the additional responsibilities he has picked up. Also, Marty Kittok uses his own equipment for weed spraying, so he should be able to turn in an invoice for rental of his equipment.

(2004)

## NEW MEMO OF UNDERSTANDING

The parties agree that the second sentence of Article X, Section 2, subdivision 6, limiting the district's total insurance and/or cash-in-lieu payments to no more than the actual policy cost shall not apply to the current bargaining unit employee who is receiving a cash-in-lieu contribution. This current employee is Dennis Hanson.

November 26, 1992

TO: Chris Brown, Representative, Local #284

FROM: Jim Tool

RE: Policy on use of Part-time Custodians

### **Memorandum of Understanding**

The purpose of this memo is to clarify the board's policy with respect to the use of part-time custodians.

The Delano School Board declares its intention to use no more than three part-time, full year custodial positions during the school year. Part-time restrictions do not apply to occasional workers.