



**FOREST LAKE AREA SCHOOLS
FOREST LAKE, MN 55025**

March 31, 2011

AGENDA ITEM: 9.6

**TOPIC: RATIFY 2010-12 CUSTODIAL, MAINTENANCE, AND
LAUNDRY EMPLOYEE AGREEMENT**

BACKGROUND: The contract between Forest Lake Area School District #831 and the Custodial, Maintenance, and Laundry Employees expired on June 30, 2010.

PROCESS: The school district and the Custodial, Maintenance, and Laundry Employees have a tentative settlement of the contract for the time period July 1, 2010 to June 30, 2012. The Custodial, Maintenance, and Laundry Employees have voted positively to ratify this contract and it is now being presented to the School Board for approval.

RECOMMENDATION: Administration recommends approval of the Custodial, Maintenance, and Laundry Employee Agreement for July 1, 2010 to June 30, 2012.

TA 6-15-2010
7-26-2010
7-29-2010
11-18-2010
12-7-2010
12-21-2010
3-2-2011

~~AGREEMENT~~ **PROPOSAL**

Between from

INDEPENDENT SCHOOL DISTRICT NO. 831
Forest Lake, Minnesota

And to

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES UNION LOCAL 320

representing

**The Custodial, Maintenance, and Laundry Employees
of the School District**

Effective July 1, 2008 **2010** through June 30, ~~2010~~ **2012**

TABLE OF CONTENTS

	<u>PAGE</u>	
ARTICLE I		
PURPOSE	1	TA 6/15/10
ARTICLE II		
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1	TA 6/15/10
ARTICLE III		
DEFINITIONS	1	TA 6/15/10
ARTICLE IV		
SCHOOL BOARD RIGHTS.....	2	TA 6/15/10
ARTICLE V		
EMPLOYEE RIGHTS	3	TA 6/15/10
ARTICLE VI		
HOURS OF SERVICE.....	4	TA 6/15/10
ARTICLE VII		
RATES OF PAY	4	TA 3/2/11
ARTICLE VIII		
GROUP INSURANCE.....	5	TA 3/2/11
ARTICLE IX		
VACATIONS	8	TA 12/21/10
ARTICLE X		
HOLIDAYS.....	9	TA 7/29/10
ARTICLE XI		
LEAVES OF ABSENCE.....	10	TA 12/7/10
ARTICLE XII		
VACANCIES AND JOB POSTING.....	16	TA 11/18/10
ARTICLE XIII		
SENIORITY	17	TA 6/15/10

TABLE OF CONTENTS
(Continued)

	PAGE	
ARTICLE XIV		
PROBATIONARY PERIOD AND DISCIPLINE DISCHARGE.....	18	TA 6/15/10
ARTICLE XV		
SEVERANCE FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 1987	19	TA 6/15/10
ARTICLE XVI		
SEVERANCE FOR EMPLOYEES HIRED AFTER DECEMBER 31, 1986 AND PRIOR TO JULY 1, 1994.....	20	TA 6/15/10
ARTICLE XVII		
MATCHING 403B PLAN.....	22	TA 11/18/10
ARTICLE XVIII		
GRIEVANCE PROCEDURE	23	TA 6/15/10
ARTICLE XIX		
RETIREMENT	27	TA 6/15/10
ARTICLE XX		
MISCELLANEOUS	27	TA 3/2/11
ARTICLE XXI		
DURATION	28	TA 6/15/10
SIGNATURE PAGE	29	TA 6/15/10
APPENDIX "A" - WAGE RATES 2008-2009 2010-2011	30	TA 3/2/11
APPENDIX "B" - WAGE RATES 2009-2010 2011-2012	31	TA 3/2/11
APPENDIX "C" - MEMORANDUM OF UNDERSTANDING	32	TA 11/18/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

AGREEMENT TA 6/15/10

ARTICLE I TA 6/15/10

PURPOSE TA 6/15/10

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 831, Forest Lake, Minnesota (hereinafter referred to as the School Board or School District) and the Minnesota Teamsters Public and Law Enforcement Employees Union Local 320 (hereinafter referred to as the exclusive representative or Union), 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, maintenance, and laundry employees during the duration of this Agreement. TA 6/15/10

ARTICLE II TA 6/15/10

RECOGNITION OF EXCLUSIVE REPRESENTATIVE TA 6/15/10

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, as the exclusive representative for custodial, maintenance, and laundry employees 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. TA 6/15/10

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services. TA 6/15/10

ARTICLE III TA 6/15/10

DEFINITIONS TA 6/15/10

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means 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. TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all persons employed by the School District, in the following classifications: all regular custodial, maintenance, and laundry employees, but excluding the following: confidential employees, supervisory employees, essential employees, skilled craft employees, substitute employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the work week in the employee bargaining unit, 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. (BMS Case No. 90-PCL-3199)

TA 6/15/10

Section 3. School Board or School District: Any reference in this Agreement to the School Board or School District shall mean the School Board or its officials designated by the School Board to act in its behalf.

TA 6/15/10

Section 4. PELRA: PELRA shall mean the Public Employment Labor Relations Act of 1971, as amended.

TA 6/15/10

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

TA 6/15/10

ARTICLE IV

TA 6/15/10

SCHOOL BOARD RIGHTS

TA 6/15/10

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel and all management rights and management functions are not expressly delegated in this Agreement are reserved to the School Board.

TA 6/15/10

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.

TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement ~~2008-2010~~ 2010-2012

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District 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, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. All provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Department of Children, Families, and Learning, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of the state or federal laws shall be null and void and without force and effect.

TA 6/15/10

ARTICLE V

TA 6/15/10

EMPLOYEE RIGHTS

TA 6/15/10

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 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 exclusive representative.

TA 6/15/10

Section 2. Right to Join: The School Board recognizes the right of employees to form and join labor or employee organizations.

TA 6/15/10

Section 3. Request For Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to M.S. 179.64 to M.S. 179.75 of the P.E.L.R.A. 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 designated organizations, together with a list of names of the employees from whom deductions were made.

TA 6/15/10

Section 4. Political Action Committee: Upon receipt of a properly executed voluntary authorization card from an employee, the District will deduct from the employee's salary such amounts as the employee authorizes to pay to NATIONAL TEAMSTER'S DRIVE.

TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

ARTICLE VI

TA 12/7/10

HOURS OF SERVICE

TA 12/7/10

Section 1. Full-Time Employees: A regular work week for full-time employees shall consist of five (5) consecutive days and eight (8) hours per day. However, in the event of an order by authorized Federal or State authority, or other exigency, the School District may modify the duty day or duty week as appropriate, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week.

TA 12/7/10

Section 2. Part-Time Employees: The School District reserves the right to employ such part-time personnel as deemed necessary and desirable, consistent with this Agreement.

TA 12/7/10

Section 3. Starting Times: Starting time shall be determined by the School District.

TA 12/7/10

Section 4. Shifts: Determination of the hours for shifts shall be solely at the discretion of the School District. Two (2) weeks notice shall be given before shift changes whenever feasible, except for normal temporary seasonal adjustments.

TA 12/7/10

ARTICLE VII

TA 6/15/10

RATES OF PAY

TA 6/15/10

Section 1. Effective Date: The wages and salaries reflected in Appendix A and Appendix B shall be a part of this Agreement and shall be effective as provided herein for a period as provided in the Duration Clause of this Agreement.

TA 6/15/10

Section 2. Classification Levels: Classification levels for compensation purposes shall be as provided in Appendix C hereof.

TA 6/15/10

Section 3. Step Increase Status: ~~Eligible e~~Employees shall **NOT** advance one step pursuant to this Agreement effective July 1, ~~2008 2010~~, and they shall **NOT** advance a step effective July 1, 2011 . ~~Employees shall also advance a step for the 2009-2010 school year. In the event a successor Agreement is not entered into prior to July 1, 2010, an employee shall remain at the same step as compensated during the 2009-2010 contract year until a successor agreement is reached. A new employee with prior experience shall be placed on the salary schedule as agreed between the employer and the employee, but in no case higher than Step 4, and shall be eligible for step advancement on July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in their current rate on July 1 but shall not be eligible for step advancement until the following July 1.~~

TA 21/21/10
year 1

TA 3/2/11

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

Section 4. Overtime Pay: Overtime required and authorized by the Administration shall be paid at the rate of time and one-half (1-1/2) for all hours over forty (40) ~~working~~ **paid** hours in the week. TA 7/26/10

Subd. 1. Double time (2) will be paid for hours worked on holidays, plus the employee's holiday pay. TA 6/15/10

Subd. 2. Double time (2) will be paid for hours worked on Sunday, and Holidays, provided such work time is in excess of the regular 40 hour week. TA 6/15/10

~~Subd. 3. Overtime shall be paid only for actual work hours and shall not be pyramided.~~ TA 7/26/10

Section 5. Call Back Pay:

Subd. 1. The minimum time on an authorized call back shall be two and one-half (2 ½) hours at time and one-half (1-1/2). Authorized call backs shall be those authorized or approved by the Supervisor of Buildings and Grounds. TA 6/15/10

Subd. 2. Call back shall apply to scheduled building checks. TA 6/15/10

Subd. 3. An employee shall be entitled to call back pay when the employee is required to return to work after he/she has been released from his/her regular duties after working a full regular shift or when an employee, working a regular forty (40) hour week, is required to report on his/her day off, or at any time not continuous with his/her regularly assigned shift. TA 6/15/10

Section 6. Direct Deposit: All employees shall be required to use Direct Deposit to receive their pay. TA 6/15/10

Section 7. Lump Sum Payment: For the 2011-2012 contract year only, all employees employed in this unit as of December 1, 2011 will be paid a one-time lump sum of \$400.00 for the entire 2011-2012 contract year. The lump sum will be payable on December 9, 2011. An employee in this unit must be actively employed on December 1, 2011, to be eligible for this payment. Any employee in this unit on unpaid leave exceeding five (5) working days on that date will not be eligible. TA 3/2/11

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

ARTICLE VIII

TA 6/15/10

GROUP INSURANCE

TA 6/15/10

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

TA 6/15/10

Section 2. Medical-Hospitalization Insurance - Health Maintenance Organizational Plans:

TA 6/15/10

Subd. 1. Single Coverage: The school district shall pay the premium for single medical-hospitalization insurance for all full-time employees employed by the school district who qualify for and are enrolled in the medical-hospitalization plan.

TA 6/15/10

Subd. 2. Dependent Coverage: Effective July 1, ~~2008~~**2010**, the school district shall contribute a sum not to exceed ~~\$500.00~~ **570.00** per month toward the premium for dependent medical-hospitalization insurance for all full-time employees employed by the school district who qualify for and are enrolled in the medical-hospitalization plan. Effective July 1, ~~2009~~**2011**, the school district shall contribute a sum not to exceed ~~\$540.00~~ **601.00** per month toward such premium for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

TA 12/21/2010

TA 3/2/11

Section 3. Life Insurance: The School District shall provide each eligible employee under this provision with a \$50,000 term life insurance policy. The cost of this insurance shall be borne by the School District.

TA 6/15/10

Section 4. Long Term Disability Insurance: The School District will provide a long-term disability insurance plan covering full-time employees. The plan shall include provisions for payment of 2/3 of the employee's base pay, with a 60-calendar day waiting period before benefits begin. The cost of the program shall be borne by the employee.

TA 6/15/10

Section 5. Dental Insurance: The School District shall pay the premium for single dental insurance for each eligible employee.

TA 6/15/10

Section 6. 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.

TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement ~~2008-2010~~ 2010-2012

Section 7. Duration of Insurance Contribution: An employee is eligible for Board contributions 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. TA 6/15/10

Section 8. Eligibility: Except as otherwise providing herein, the benefits of this Article shall apply to employees who are regularly employed at least 175 days per year and twenty-five (25) hours per week on a regular assignment and shall not apply to employees employed less than 175 days per year and twenty-five (25) hours per week. TA 6/15/10

Section 9. Continued Coverage: An employee shall be eligible to continue participation in the School District group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance under the following circumstances: TA 6/15/10

Subd. 1. The employee retires pursuant to Article XV or Article XVI of this Agreement. TA 6/15/10

Subd. 2. The employee retires prior to age 65, but is not eligible for the retirement provisions of Article XV or Article XVI, but is at least fifty-five (55) years of age, and has completed at least ten (10) years of continuous service in the School District. TA 6/15/10

Subd. 3. In the event an employee either resigns or is terminated because they are medically unable to perform their duties and the employee has completed at least five (5) years of continuous service in the School District. TA 6/15/10

Subd. 4. The employee is on layoff. TA 6/15/10

It is the responsibility of the employee to make arrangements with the School Business Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in such group insurance, however, shall discontinue upon the employee reaching the age of 65. The right to participation pursuant to this Section shall not be retroactive in application. TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

ARTICLE IX

TA 6/15/10

VACATIONS

TA 6/15/10

Section 1. Eligibility: This Article shall apply to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week on a regular assignment and shall not apply to employees employed less than twelve (12) months per year and forty (40) hours per week.

TA 6/15/10

Section 2. Accrual: Each employee on a twelve (12) month basis shall be eligible for vacation according to the following schedule:

TA 6/15/10

After 1 year of service on July 1	2 weeks	TA 6/15/10
After 6 years of service on July 1	2 weeks plus one day	TA 6/15/10
After 7 years of service on July 1	2 weeks plus two days	TA 6/15/10
After 8 years of service on July 1	2 weeks plus three days	TA 6/15/10
After 9 years of service on July 1	2 weeks plus four days	TA 6/15/10
After 10 years of service on July 1	3 weeks	TA 6/15/10
After 15 years of service on July 1	4 weeks	TA 6/15/10

A new employee during his/her first year of service, shall accrue vacation at the rate of 5/6 of a day for each full month of service in the District and may take such accrued vacation as of July 1 pursuant to scheduling rules. Thereafter an employee with a hiring date prior to January 1 shall count such partial year as a full year of service for purposes of this Section.

TA 6/15/10

Section 3. Payment: Payment for vacation purposes shall be based on payment received for a forty (40) hour week and prorated accordingly.

TA 6/15/10

Section 4. Scheduling: This vacation shall normally be taken between June 15th and August 15th and must be scheduled with **and approved two weeks in advance** by the Supervisor of Buildings and Grounds. ~~by May 1st. The Supervisor of Buildings and Grounds, however, has the discretion of scheduling vacation with the mutual consent of the employee at a time other than listed in this Section.~~

TA 12/21/10

Section 5. Accrued Vacation: Accrued vacation days normally shall be taken on or before June 30 of each year. However, an employee shall be permitted to carry over a maximum of twenty-five (25) vacation days to the next year.

TA 6/15/10

Section 6. Termination: If during the first year of employment the employee resigns before completing a full year of service he/she shall not be entitled to any vacation pay and he/she shall have the salary paid for any vacation days taken deducted from his/her final check. An employee who terminates employment but who has completed his/her first year of service shall be entitled to receive the pro rata pay for unused vacation time provided such employee provides the School District with a least two (2) weeks' advance notice of his/her resignation time.

TA 6/15/10

ARTICLE X

TA 7/29/10

HOLIDAYS

TA 7/29/10

Section 1. Paid Holidays: Employees shall be granted the following eleven (11) paid holidays:

TA 7/29/10

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day
7. Friday After Thanksgiving Day
8. Christmas Eve Day
9. Christmas Day
10. One floating holiday as scheduled by the Supervisor of Buildings and Grounds
11. One floating holiday as scheduled by the Supervisor of Buildings and Grounds

TA 7/29/10

TA 7/29/10

TA 7/29/10

TA 7/29/10

TA 7/29/10

TA 7/29/10

TA 7/29/10

TA 7/29/10

TA 7/29/10

TA 7/29/10

TA 7/29/10

TA 7/29/10

TA 7/29/10

Section 2. Holiday Schedule: The holiday schedule will be posted in advance for the coming school year.

TA 6/15/10

Section 3. Weekends: Holidays that fall on weekends will be observed on a day established by the Board of Education.

TA 6/15/10

Section 4. School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

TA 6/15/10

Section 5. Eligibility: In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on paid sick leave, holiday pay, vacation, or on compensatory time under Workers' Compensation.

TA 6/15/10

Subd. 1. An employee ~~Employees~~ on an **approved leave of absence without pay** ~~unpaid leave of absence~~ shall not be eligible for holiday pay **during such leave of absence, unless the duration of the leave is for 5 working days or less, either before and/or after the holiday.**

TA 7/26/10

Section 6. Application: This Article shall apply only to employees regularly employed at least 175 days per year and twenty-five (25) hours per week on a regular assignment and shall not apply to employees employed less than 175 days per year and twenty-five (25) hours per week.

TA 6/15/10

ARTICLE XI

TA 6/15/10

LEAVES OF ABSENCE

TA 6/15/10

Section 1. Sick Leave:

TA 6/15/10

Subd. 1. Eligible employees shall accrue one (1) day of sick leave for each month worked or paid. Each leave may be accumulated up to a total of 200 days [eight (8) hours per day]. Sick leave may be used pursuant to the provisions of this Article.

TA 6/15/10

Subd. 2. Sick leave pay for illness will be allowed whenever the employee's absence has been due to illness which prevented his/her performance of assigned duties on that day or days. Sick leave, up to five (5) days per year, may also be used for serious illness involving the employee's spouse or parent. Sick leave may also be used for serious illness of a custodian's child who is under 18 years of age or under 20 years of age and is still attending a secondary school. The specific amount of leave allowed under this section shall be within the discretion of the Superintendent.

TA 6/15/10

Subd. 3. Wages will be paid for sick leave in accordance with the regular salary of the employee on such leave.

TA 6/15/10

Subd. 4. All employees shall be notified one (1) week prior to the end of the school year how many days of sick leave each has accumulated.

TA 7/29/10

Subd. 5. Employees who are absent from work for reasons of illness for more than three (3) days, must present a doctor's statement of illness upon return in order to be paid sick leave, if requested by the Administration. The Administration may require a doctor's statement of illness for absences of any duration if the employee is so notified by the School District.

TA 6/15/10

Subd. 6. An employee may utilize available sick leave, subject to the provisions of this Section and Section 5 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or childbirth. Such an employee shall notify the Director of Business Services in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement.

TA 6/15/10

Subd. 7. At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, such employee shall no longer be eligible for any sick leave pay pursuant to this Section as long as such employee continues on long-term disability compensation.

TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

Section 2. Bereavement Leave:

Subd. 1. In the case of death in the immediate family (immediate family shall mean the employee's spouse, child, brother, sister, parent, **step parent**, parent-in-law, or son/daughter-in-law), up to five (5) days will be allowed per death without deduction in pay. TA 12/7/10

Subd. 2. In the case of death in the close family (close family shall mean the employee's brother-in-law, sister-in-law, grandchildren and grandparent), up to two (2) days will be allowed per death without deduction in pay. TA 12/7/10

Subd. 3. Days granted under this Section shall not be deducted from sick leave. The particular amount of leave permitted under this Section shall be at the discretion of the Director of Business Services depending upon the circumstances surrounding the death. TA 6/15/10

Section 3. Emergency Leave: TA 6/15/10

Subd. 1. An employee may be granted a leave with pay at the discretion of the Director of Business Services up to two (2) days per year, non-accumulative, for situations that arise requiring the employee's emergency attention which cannot be attended to when school is not in session and which are not covered under other policies. The days used will be deducted from sick leave. TA 6/15/10

Subd. 2. Deaths, funerals, critical family illness, court appearances and estate settlements, are examples of situations where this leave may be granted at the discretion of the Director of Business Services. TA 6/15/10

Subd. 3. Requests for emergency leave must be made in writing to the Human Resources Director at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Director of Business Services reserves the right to refuse to grant such leave if, under the circumstances involved, the Director of Business Services determines that such leave should not be granted. TA 6/15/10

Subd. 4. An emergency leave day normally shall not be granted for the day preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year. TA 6/15/10

Subd. 5. Additional emergency leave may be granted in extreme emergencies at the discretion of the Director of Business Services. TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement ~~2008-2010~~ 2010-2012

Section 4. Unpaid Leave of Absence:

TA 6/15/10

Subd. 1. An employee may request a leave of absence without pay if agreeable to and upon the consent of the School District. Such requests shall be submitted to the appropriate supervisor, who shall forward such requests to the Director of Business Services.

TA 6/15/10

Subd. 2. A standard form shall be provided by the School District "Classified Personnel Bereavement-Emergency-Unpaid Leave Form." Any employee desiring a leave of absence shall fill out such form. Any employee who receives personal leave of absence must return at the specified date in the leave of absence or forfeit his/her seniority.

TA 6/15/10

Subd. 3. The maximum leave of absence shall be ninety (90) calendar days. Extensions may be granted in the sole discretion of the School District for similar periods.

TA 6/15/10

Section 5. Child Care Leave:

Subd. 1. An employee shall be granted a child care leave of absence according to the procedures outlined in this Section. This leave shall be granted to one (1) parent of a newborn child provided such parent is caring for the child on a full-time basis.

TA 6/15/10

Subd. 2. A pregnant employee shall notify the Director of Business Services in writing no later than the end of the sixth month of pregnancy, and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the Director of Business Services for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this Section, an employee shall not be eligible for sick leave pursuant to Section 1 hereof.

TA 6/15/10

Subd. 3. The effective beginning date of such leave and its duration, or resignation if the employee so elects, shall be determined by the Director of Business Services and submitted to the School Board for its action. In recommending the date of commencement and duration of the leave or the effective date of the resignation, the Director of Business Services shall review each case on its individual merits taking into consideration the following:

TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

1. The desires of the employee. TA 6/15/10
2. The specific employment duties of the employee involved. TA 6/15/10
3. The health and welfare of the employee or unborn child. TA 6/15/10
4. The recommendation of the employee's physician. TA 6/15/10
5. Any other relevant criteria. TA 6/15/10

Subd. 4. In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence, or resignation if the employee elects to resign, the School Board may, but shall not, in any event be required to: TA 6/15/10

1. Grant any leave more than twelve (12) months in duration. TA 6/15/10
2. Permit the employee to return to her employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the employee and the School District. TA 6/15/10

Subd. 5. If the employee complies with all provisions of this Section and a child care leave is granted by the School District, the School District shall notify the employee in writing of its action. TA 6/15/10

Subd. 6. An employee returning from child care leave shall be re-employed in a position for which she is qualified commensurate with a position occupied prior to the leave, subject to the following conditions: TA 6/15/10

1. That the position has not been abolished. TA 6/15/10
2. That she is not physically or mentally disabled from performing the duties of such position. TA 6/15/10

Subd. 7. Failure of the employee to return pursuant to the date determined in this Section shall constitute grounds for termination in the School District. TA 6/15/10

Subd. 8. The parties agree that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period. TA 6/15/10

Subd. 9. The parties further agree that any child care leave of absence granted under this Section shall be a leave without pay. TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

Section 6. Adoption Leave:

TA 6/15/10

Subd. 1. Adoption leave shall be granted by the School District pursuant to applicable provisions of Section 5 and this Section.

TA 6/15/10

Subd. 2. Upon learning of the date of adoption, the employee shall submit a written application for adoption leave to the School District.

TA 6/15/10

Subd. 3. Adoption leave will commence at the date of adoption and may be for a period of up to one (1) year.

TA 6/15/10

Section 7. Jury Duty Leave: Leave of absence for jury duty will be granted by the School District for jury duty service and an employee will receive their regular rate of pay but must assign to the School District such compensation as they receive for serving on jury duty (excluding mileage allowance).

TA 6/15/10

Section 8. Medical Leave:

TA 6/15/10

Subd. 1. A full-time employee who has completed his/her probationary period and who is unable to work because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to six (6) months. The School District may, in its discretion, renew such a leave and the request for such renewal shall also be accompanied by a written doctor's statement.

TA 6/15/10

Subd. 2. A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume their normal responsibilities.

TA 6/15/10

Subd. 3. An employee who fails to comply with the provisions of this Section or who fails to seek a medical leave as provided in this Section shall be terminated by the School District. If an employee is not granted a renewal of a medical leave of absence, in the discretion of the School District, such employee's employment may be terminated.

TA 6/15/10

Section 9. Insurance Application:

TA 6/15/10

Subd. 1. An employee shall be eligible for insurance contributions as provided in Article VIII of this Agreement during any month that the employee provides regular service at least one (1) day during the month, or during any month that such employee is paid sick leave pursuant to Section 1 of this Article.

TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

Subd. 2. An employee shall not be eligible for School District contributions for insurance programs as outlined in Article VIII of this Agreement during any of the following: TA 6/15/10

a. Any month in which the employee does not receive pay for actual service rendered. TA 6/15/10

b. Any month in which the employee is absent due to illness but not entitled to sick leave pursuant to Section 1 of this Article. ~~except that the long-term disability insurance coverage will be paid for by the School District for the duration of the waiting period.~~ TA 7/26/10

c. After an employee has received compensatory pay under Workers' Compensation for a period of six (6) full months, whether or not supplemented by sick leave. ~~except that the long-term disability insurance coverage will be paid for by the School District while the employee is on Workers' Compensation and additionally for the duration of the long-term disability waiting period, upon discontinuance of Workers' Compensation compensatory pay.~~ TA 7/26/10

d. Any month in which the employee is receiving long-term disability insurance benefits for the entire month. TA 6/15/10

Subd. 3. An employee declared ineligible for the School District's contribution toward group insurance pursuant to Subd. 2. hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such program as he/she wishes to retain during such period of employment relationship. It is the responsibility of the employee to make arrangements with the School Business Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment, except as provided by State Statute. TA 6/15/10

~~Subd. 4. The application rules outlined in this Section are not intended to eliminate the School District's customary Twelve (12) month premium contribution practice, except as provided in this Section.~~ TA 6/15/10

Section 10. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

Section 11. Accrued Benefits - Paid Leaves: An employee on sick leave and/or Workers' Compensation, shall be eligible for holiday pay and shall be entitled to normal accruals for sick leave and vacation during any month in which the employee actually performs services. However, an employee shall not be eligible for holiday pay or accrual of sick leave or vacation during the month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by Workers' Compensation or long-term disability insurance. TA 6/15/10

Section 12. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence. TA 6/15/10

Section 13. Eligibility: This Article shall apply to employees who are regularly employed at least 175 days per year and twenty-five (25) hours per week on a regular assignment and shall not apply to employees employed less than 175 days per year and twenty-five (25) hours per week. TA 6/15/10

ARTICLE XII

TA 6/15/10

VACANCIES AND JOB POSTING

TA 6/15/10

Section 1. Posting of Vacancies: All permanent vacancies in full-time positions will be posted for seven (7) working days. The Union shall be provided with a copy of all postings. A permanent vacancy is defined as one anticipated to last more than six (6) months. A position may be filled temporarily pending completion of posting and application procedures. TA 6/15/10

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. TA 6/15/10

Section 3. Mailed Notice: An employee scheduled on vacation more than two (2) weeks at an interval will be given mailed notice of any posting during such vacation period providing they make such request in advance of their vacation period and provides the Human Resources Office with a self-addressed envelope for such purpose. TA 6/15/10

Section 4. Filling of Vacancies: Notice of the candidate selected to fill the vacancy shall be given within fifteen (15) working days after the closing of the posting, unless the School District determines that it is necessary to solicit outside applications for the position. TA 11/18/10

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 position, except in those positions involving a promotion which shall be filled as provided in TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

Section 6, herein. For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay. TA 6/15/10

Section 6. Promotion Positions: TA 6/15/10

Subd. 1. In filling positions involving a promotion as defined in Section 5 above, the position shall be filled by the School District with the best qualified candidate as determined by the School District. In making its determination, the School District shall consider the employee's qualifications and aptitude for the position, as well as their length of service with the School District, along with other relevant factors. TA 6/15/10

Subd. 2. If, in review of applications, the School District is going to recommend that the job be awarded to a junior employee, the Union shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with Director of Business Services. The decision of the Director of Business Services may be appealed to the Superintendent within the provisions of the grievance procedure and a review may be sought with the School Board. However, if there is not agreement, the decision of the Superintendent or the School Board shall be final and binding and the parties agree that such decision shall not be subject to the arbitration clause. TA 6/15/10

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. TA 6/15/10

Section 8. Administrative Transfers: Seniority and posting shall not apply in an administrative transfer involving two (2) permanent employees. Transfers of this nature will be discussed with the Union prior to final disposition. TA 11/18/10

ARTICLE XIII TA 6/15/10

SENIORITY TA 6/15/10

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement within classifications concerning reduction or increase in force, preference of shift assignment, and assignment of vacation period. In regards to vacancies and promotions, the provisions of Article XII shall apply. TA 6/15/10

Section 2. Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority, the seniority date shall relate back to the date of original hire. If more than one (1) employee is hired on the same date, TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

seniority ranking shall be alphabetical by last name (first in alphabet, first in seniority). If the last names are the same, it shall be determined by lot. TA 6/15/10

Section 3. Layoff, Recall and Termination of Seniority: In the event of layoffs, reverse seniority shall apply within classifications and employees will be recalled in seniority order within classification. Seniority rights shall terminate upon the resignation or termination of an employee pursuant to this Agreement or after eighteen (18) consecutive months of layoff. TA 6/15/10

ARTICLE XIV

TA 6/15/10

PROBATIONARY PERIOD
DISCIPLINE/DISCHARGE

TA 6/15/10

Section 1. Probationary Period: An employee employed under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. TA 6/15/10

Section 2. Probationary Period - Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of six (6) months in any such new classification. During this six (6) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification. TA 6/15/10

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined, shall have access to the grievance procedure. TA 6/15/10

Section 4. Personnel Files: Suspensions, demotions, and discharges will be in written form. Written reprimands, notices of suspensions, and notices of discharge are to become a part of an employee's personnel file. Employees and the Union will receive a copy of such reprimands and/or notices. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the employer. TA 6/15/10

ARTICLE XV

TA 6/15/10

SEVERANCE FOR EMPLOYEES
HIRED PRIOR TO JANUARY 1, 1987

TA 6/15/10

Section 1. Application: Subject to M.S. 465.72, eligible employees who:

TA 6/15/10

- 1) have completed at least fifteen (15) years of continuous service with the School District;
- 2) are at least fifty-five (55) years of age; and,
- 3) were hired prior to January 1, 1987,

TA 6/15/10

TA 6/15/10

TA 6/15/10

shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School District. Severance pay shall not be granted to any employee who is discharged for cause by the School District. Except as otherwise agreed to by the School District, the employee must provide 90 days of written notice of intention to retire for purposes of this Article.

TA 6/15/10

Section 2. Number of Days:

TA 6/15/10

Subd. 1. An eligible employee, upon retirement, shall receive as severance pay an amount representing the employee's total accumulated sick leave hours.

TA 6/15/10

Section 3. Hourly Rate of Pay: In applying these provisions, an employee's hourly rate of pay shall be based on the employee's regular rate during their last twenty (20) days of active employment prior to severance, and shall not include any additional compensation such as overtime pay or other extra compensation. Such hourly rate of pay shall be multiplied by the number of hours as provided in Section 1 hereof.

TA 6/15/10

Section 4. Payment: An employee shall receive the severance pay in two (2) equal installments, the first one-half (1/2) shall be paid in January following the year of retirement, and the second one-half (1/2) shall be due and payable one year later, except as otherwise agreed to by the employee and the School District. In any event, severance pay shall be paid over a period not to exceed five (5) years from retirement or termination of employment. In the event that a retired employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary, or lacking same, to the deceased's estate.

TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

Section 5. Eligibility: This Article shall apply to employees who: TA 6/15/10

- 1) were hired prior to January 1, 1987; and TA 6/15/10
- 2) were regularly employed at least 175 days per year and twenty-five (25) hours per week on a regular assignment and shall not apply to employees employed less than 175 days per year and twenty-five (25) hours per week. TA 6/15/10

ARTICLE XVI TA 6/15/10

SEVERANCE FOR EMPLOYEES HIRED AFTER
DECEMBER 31, 1986 AND PRIOR TO JULY 1, 1994 TA 6/15/10

Section 1. Application: This Article XVI applies to eligible employees who were hired after December 31, 1986 and prior to July 1, 1994. TA 6/15/10

Section 2. Notification of Election: Eligible employees who were hired after December 31, 1986 and prior to July 1, 1994 may access severance pursuant to Section 3 if the employee on or before October 1, 2000 notifies the School District in writing of his or her intent to access severance upon retirement if eligible. Employees who indicate their intent to access severance pursuant to this Article, Section 3, will not be eligible to participate in the Matching 403B Plan set forth in Article XVII. Employees who do not provide such notification or who indicate they do not intend to access severance will only be eligible to participate in the Matching 403B Plan pursuant to Article XVII. TA 6/15/10

Section 3. Severance: TA 6/15/10

Subd. 1 Eligibility: Subject to M.S. 465.72, employees who: TA 6/15/10

- 1) have completed at least fifteen (15) years of continuous service with the School District; TA 6/15/10
- 2) are at least fifty-five (55) years of age; TA 6/15/10
- 3) were hired after December 31, 1986 and prior to July 1, 1994; TA 6/15/10
- 4) were regularly employed at least 175 days per year and twenty-five (25) hours per week on a regular assignment and shall not apply to employees employed less than 175 days per year and twenty-five (25) hours per week; TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

5) have provided notice of their intent to access severance pursuant to Section 3 of this Article, TA 6/15/10

shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School District. Severance pay shall not be granted to any employee who is discharged for cause by the School District. Except as otherwise agreed to by the School District, the employee must provide 90 days of written notice of intention to retire for purposes of this Article. TA 6/15/10

Subd. 2. Number of Days: An eligible employee, upon retirement, shall receive as severance pay an amount representing the employee's total accumulated sick leave hours. TA 6/15/10

Subd. 3. Hourly Rate of Pay: In applying these provisions, an employee's hourly rate of pay shall be based on the employee's regular rate during their last twenty (20) days of active employment prior to severance, and shall not include any additional compensation such as overtime pay or other extra compensation. Such hourly rate of pay shall be multiplied by the number of hours as provided in Subd. 2 hereof, TA 6/15/10

Subd. 4. Payment: An employee shall receive the severance pay in two (2) equal installments, the first one-half (1/2) shall be paid in January following the year of retirement, and the second one-half (1/2) shall be due and payable one year later, except as otherwise agreed to by the employee and the School District. In any event, severance pay shall be paid over a period not to exceed five (5) years from retirement or termination of employment. In the event that a retired employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary, or lacking same, to the deceased's estate. TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

ARTICLE XVII

TA 11/18/10

MATCHING 403B PLAN

TA 11/18/10

Section 1. Application: Eligible employees who are employed by the School District and are participating in the School District's 403B Plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to the provisions contained in this Article and the School District 403B Plan documents. The School District will match the amount of the employee's annual contribution as determined by the following schedule and increments to be set by the plan documents:

TA 11/18/10

<u>Years of Service in School District</u>		<u>Amount of Matching Annual Contribution</u>				
		<u>2008/09</u>	<u>2009/10</u>	Effective 1 st of the month following execution of this contract		
6-10 years of service	Up to	A-12	\$587	\$599	<u>\$ 750</u>	↓
		A-13	\$627	\$640	<u>\$ 750</u>	
		B-21	\$663	\$677	<u>\$ 750</u>	
		B-22	\$695	\$709	<u>\$ 750</u>	
		B-23	\$730	\$745	<u>\$ 750</u>	
		B-24	\$767	\$783	<u>\$1000</u>	
		B-31	\$824	\$840	<u>\$1000</u>	
		B-32	\$907	\$926	<u>\$1000</u>	
11-20 years of service	Up to	A-12	\$880	\$897	<u>\$1000</u>	↓
		A-13	\$941	\$960	<u>\$1000</u>	
		B-21	\$995	\$1,015	<u>\$1250</u>	
		B-22	\$1,042	\$1,063	<u>\$1250</u>	
		B-23	\$1,095	\$1,117	<u>\$1250</u>	
		B-24	\$1,149	\$1,172	<u>\$1250</u>	
		B-31	\$1,237	\$1,262	<u>\$1500</u>	
		B-32	\$1,362	\$1,389	<u>\$1500</u>	
21 or more years of service	Up to	A-12	\$1,173	\$1,197	<u>\$1500</u>	↑
		A-13	\$1,255	\$1,280	<u>\$1500</u>	
		B-21	\$1,326	\$1,352	<u>\$1500</u>	
		B-22	\$1,391	\$1,418	<u>\$1500</u>	
		B-23	\$1,461	\$1,490	<u>\$1500</u>	
		B-24	\$1,534	\$1,564	<u>\$1750</u>	
		B-31	\$1,648	\$1,681	<u>\$1750</u>	
		B-32	\$1,816	\$1,852	<u>\$2000</u>	

TA 11/18/10

Section 2. Years of Service: "Years of Service" shall mean years of employment in the School District. Years of Service shall be measured as of the employees' employment date.

TA 11/18/10

Custodial, Maintenance, and Laundry Employees Agreement ~~2008-2010~~ 2010-2012

Section 3. Limits Regarding the School District's Matching Contribution: The School District's total employee lifetime matching contribution shall be limited to \$25,000.00 (twenty-five thousand dollars) for each participating employee. TA 6/15/10

Section 4. Deduction From Severance: The School District's total matching contribution to an individual employee's 403B Plan will be deducted from any severance the individual employee is eligible for pursuant to this or any other School District contract or policy. TA 6/15/10

Section 5. Eligibility: This Article shall apply to employees who are regularly employed at least one hundred and seventy (170) days per year and twenty (20) hours per week on a regular assignment and shall not apply to employees employed less than one hundred and seventy (170) days per year and twenty (20) hours per week. This Article shall not apply to those employees hired after December 31, 1986 and prior to July 1, 1994 who have notified the School District in writing by October 1, 2000 that they intend to access severance pursuant to Article XVI. TA 6/15/10

ARTICLE XVIII

TA 6/15/10

GRIEVANCE PROCEDURE

TA 6/15/10

Section 1. Grievance Definition: A "Grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. TA 6/15/10

Section 2. Representative: The Employee is represented by the Union. The Administration or the School District may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf. TA 6/15/10

Section 3. Definitions and Interpretations: TA 6/15/10

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement. TA 6/15/10

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 by State Law. TA 6/15/10

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 TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

TA 6/15/10

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.

TA 6/15/10

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 specified provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

TA 6/15/10

Section 5. Adjustment of Grievance: The parties 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:

TA 6/15/10

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Director of Business Services or his/her designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

TA 6/15/10

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Administration and Human Resources 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 Director of Administration and Human Resources, the Director of Administration and Human Resources or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Administration and Human Resources or his/her designee shall issue a decision in writing to the parties involved.

TA 6/15/10

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 at the request of the grievant or at its own instance, provided the School District or the grievant provides written notice within ten (10) days after a decision in Level I or Level II has been rendered. In the event the School Board determines to review a grievance, it shall hold a hearing and issue a decision within twenty (20) working days after the written notice. The Union shall receive written advance notice as to the

TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement ~~2008-2010~~ 2010-2012

date of said hearing. In the event of such review, the School Board reserves the right to affirm, reverse or modify such decision. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this Level, and report its findings and recommendations to the School Board. TA 6/15/10

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next Level. TA 6/15/10

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: TA 6/15/10

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 II, or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure. TA 6/15/10

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. TA 6/15/10

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance. TA 6/15/10

Subd. 4. Submission of Grievance Information: TA 6/15/10

a. Upon appointment 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: TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

- | | |
|---|------------|
| 1) The issues involved. | TA 6/15/10 |
| 2) Statement of the facts. | TA 6/15/10 |
| 3) Position of the grievant. | TA 6/15/10 |
| 4) The written documents relating to Section 5, Article XVIII of the grievance procedure. | TA 6/15/10 |

b. The School Board may make a similar submission of information relating to the grievance, either before or at the time of the hearing. TA 6/15/10

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo. TA 6/15/10

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. TA 6/15/10

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 parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy. TA 6/15/10

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

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.

TA 6/15/10

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint, in writing, 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.

TA 6/15/10

“The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Opportunity Commission. If a court of competent jurisdiction rules contrary to *Board of Governors* 957 F.2d 424 (7th Circuit, 1992), cert. Denied, 506 U.S. 906, or if the *Board of Governors* case is judicially or legislatively overruled, then the underlined portion of the section above shall be deleted.”

TA 6/15/10

ARTICLE XIX

TA 6/15/10

RETIREMENT

TA 6/15/10

Retirement shall be in accordance with state and federal laws.

TA 6/15/10

ARTICLE XX

TA 6/15/10

MISCELLANEOUS

TA 6/15/10

Section 1. Physical Exams:

TA 6/15/10

Subd. 1. The School District may require that a new employee obtain a physical examination prior to employment from a physician designated by the School District. The School District will reimburse the cost of the physical examination in an amount not to exceed \$50.00 (fifty dollars) at the conclusion of the probationary period.

TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

Subd. 2. A physical examination may be required of any employee upon demand by the School District. Such extra examination shall be paid for by the District. The School District reserves the right to select the doctor or clinic. TA 6/15/10

Section 2. Shoe and Clothing Allowance: Each employee shall be eligible for a shoe and clothing allowance of \$250.00 per year ~~with submitted receipts paid through payroll.~~ **For the 2011-2012 contract year and beyond, all employees employed in this unit as of September 1 will be paid the shoe and clothing allowance through payroll on the second pay period in September.** TA 3/2/11

Section 3. Uniform: The School District shall provide two shirts the initial year of employment with the School District and up to two replacement shirts each year thereafter at no expense to the employee. TA 6/15/10

Section 4. License Fees: The School District shall pay for the initial and renewal license fees and exam fees for boiler licenses. TA 6/15/10

Section 5. License Stipend: The School District shall provide a \$250.00 Boiler License stipend at the end of the year for those custodians possessing a valid Boiler License. TA 7/29/10

ARTICLE XXI TA 6/15/10

DURATION TA 6/15/10

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, ~~2008 2010~~ through June 30, ~~2010 2012~~, except as otherwise stated 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 on July 1, ~~2010 2012~~, it shall give written notice of such intent no later than March 1, ~~2010 2012~~. TA 6/15/10

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the custodial employees of the District. 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. TA 6/15/10

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except if mutually agreed by the parties. TA 6/15/10

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof. TA 6/15/10

IN WITNESS WHEREOF, the parties have executed this Agreement as follows: TA 6/15/10

For _____	For _____	TA 6/15/10
Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320 3001 University Ave. Southeast Minneapolis, MN 55414	Independent School District No. 831 6100 North 210th Street Forest Lake, MN 55025-9796	

_____	_____	TA 6/15/10
Business Agent	School Board President	

_____	_____	TA 6/15/10
Steward	Clerk	

Dated: _____	Dated: _____	TA 6/15/10
--------------	--------------	------------

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

APPENDIX A

CUSTODIAL, MAINTENANCE AND LAUNDRY EMPLOYEES

200810-200911 WAGE RATES (Step & Wage Freeze @ 2009-10 amounts --- TA 12/21/2010)

<u>Position</u>	<u>Level</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
General Custodian/Warehouse Driver	II (A12)	\$13.25 13.51	\$13.55 13.83	\$13.92 14.19	\$14.43 14.72	\$15.04 15.34
Warehouse Driver and Outside Maintenance	III (A13)	\$14.24 14.53	\$14.56 14.86	\$14.95 15.24	\$15.44 15.75	\$16.08 16.40
Arena Maintenance Operation & Utility Worker/Elementary Head - 1 Employee Building	IV (B21)	\$15.19 15.50	\$15.49 15.80	\$15.86 16.18	\$16.37 16.69	\$17.01 17.35
Night Lead	V (B22)	\$16.02 16.34	\$16.33 16.65	\$16.71 17.04	\$17.21 17.56	\$17.83 18.19
Elementary Head/Sr. High Maintenance Mechanic	VI (B23)	\$16.90 17.24	\$17.22 17.57	\$17.59 17.94	\$18.10 18.46	\$18.70 19.08
District Maintenance Mechanic	VII (B24)	\$17.84 18.20	\$18.16 18.52	\$18.54 18.91	\$19.03 19.42	\$19.66 20.06
Grounds Lead	VII (B24)	\$17.84 18.20	\$18.16 18.52	\$18.54 18.91	\$19.03 19.42	\$19.66 20.06
Jr. High Head & CLC Lead	VIII (B31)	\$19.32 19.71	\$19.63 20.02	\$20.01 20.41	\$20.50 20.91	\$21.14 21.56
Sr. High Head	IX (B32)	\$21.47 21.89	\$21.75 22.19	\$22.13 22.58	\$22.64 23.09	\$23.27 23.73

Shift Premium: The shift premium is \$.55 (fifty-five cents) per hour for all shifts commencing after 2:00 p.m.

Custodial, Maintenance, and Laundry Employees Agreement 2008-2010 2010-2012

APPENDIX B

CUSTODIAL, MAINTENANCE AND LAUNDRY EMPLOYEES

200911-20102 WAGE RATES (Step and Wage Freeze at 2009-10 Rates) TA 3/2/11

<u>Position</u>	<u>Level</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
General Custodian/Warehouse Driver	II (A12)	\$13.51	\$13.83	\$14.19	\$14.72	\$15.34
Warehouse Driver and Outside Maintenance	III (A13)	\$14.53	\$14.86	\$15.24	\$15.75	\$16.40
Arena Maintenance Operation & Utility Worker/Elementary Head - 1 Employee Building	IV (B21)	\$15.50	\$15.80	\$16.18	\$16.69	\$17.35
Night Lead	V (B22)	\$16.34	\$16.65	\$17.04	\$17.56	\$18.19
Elementary Head/Sr. High Maintenance Mechanic	VI (B23)	\$17.24	\$17.57	\$17.94	\$18.46	\$19.08
District Maintenance Mechanic	VII (B24)	\$18.20	\$18.52	\$18.91	\$19.42	\$20.06
Grounds Lead	VII (B24)	\$18.20	\$18.52	\$18.91	\$19.42	\$20.06
Jr. High Head & CLC Lead	VIII (B31)	\$19.71	\$20.02	\$20.41	\$20.91	\$21.56
Sr. High Head	IX (B32)	\$21.89	\$22.19	\$22.58	\$23.09	\$23.73

Shift Premium: The shift premium is \$.55 (fifty-five cents) per hour for all shifts commencing after 2:00 p.m.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

Between Independent School District No. 831

And

The Minnesota Teamsters Public and Law Enforcement Employees Union Local 320

TA 11/18/10

TA 11/18/10

TA 11/18/10

TA 11/18/10

TA 11/18/10

Retiree Special Retirement Pay Plan: The School District agrees to contribute an amount equal to the value of the retiring employee's severance pay directly into the retiree's special retirement pay plan account. The retiree will not receive any direct payment from the School District for severance pay.

TA 11/18/10

The School District contribution(s) into the retiree's special retirement pay plan account will be made according to the same timeline as was provided for the direct payment of severance pay, unless the IRS contribution limit is met.

TA 11/18/10

The School District's annual contribution into the retiree's special pay plan account must not exceed the IRS contribution limits. If the amount calculated exceeds the available limits in the year of retirement, the School District will make a contribution up to the IRS maximum into the retiree's special retirement pay plan account in the following calendar year(s).

TA 11/18/10

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:

TA 11/18/10

For: _____
Minnesota Teamsters Public and Law
Enforcement Employees Union,
Local No. 320
3001 University Ave. Southeast
Minneapolis, MN 55414

For: _____
Independent School District No. 831
6100 North 210th Street
Forest Lake, MN 55025-9796

TA 11/18/10

Business Agent

School Board President

TA 11/18/10

Steward

Clerk

TA 11/18/10

Dated: _____

Dated: _____

TA 11/18/10