

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 272

EDEN PRAIRIE, MINNESOTA

AND

SCHOOL SERVICE EMPLOYEES LOCAL #284

REPRESENTING

BUILDING SERVICE EMPLOYEES

EFFECTIVE

JULY 1, 2011 THROUGH JUNE 30, 2013

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EDEN PRAIRIE INDEPENDENT SCHOOL DISTRICT NO. 272

BUILDING SERVICE EMPLOYEES

ARTICLE I

PURPOSE

Section 1. Parties:

THIS AGREEMENT, made and entered into between Independent School District No. 272, Eden Prairie, Minnesota hereinafter referred to as the school district, and the School Service Employees Local 284 hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, as amended, to provide terms and conditions of employment for building service personnel during the duration of this agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Preamble:

In accordance with P.E.L.R.A. of 1971 as amended, the school district recognizes the School Service Employees Local 284 as the exclusive representative of building service employees included within the coverage of this agreement. The exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 as amended and as described in the provisions of this agreement.

Section 2. Appropriate Unit:

The exclusive representative shall represent all maintenance and custodial employees defined in this agreement.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment:

Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits and the employer's personnel policies listed herein affecting the working conditions of the employees.

This agreement shall remain in full force and effect for a period commencing on July 1, 2011 through June 30, 2013 and thereafter, as provided by P.E.L.R.A. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this agreement.

Section 2. Description of Appropriate Unit:

For the purposes of this agreement, the term building service personnel shall mean all persons in the appropriate unit employed by the school district including custodians, building maintenance personnel, and grounds persons, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the hours of fourteen (14) hours per week or thirty-five (35) percent of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.

Section 3. Other Terms:

Terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A. of 1971 as amended.

Section 4. Full-time Employee:

For the purpose of defining an employee who is full-time, the term "full-time employee" shall include any employee working twenty-five (25) hours or more per week for a period of at least one hundred seventy-five (175) working days (exclusive of paid holidays) or more per year.

Section 5. Part-time Employee:

A part-time employee is an employee who works less than 25 hours a week.

Section 6. Employment Date:

The first day of most recent continuous service in the school district whether hired as a substitute, temporary, or permanent employee shall be an employee's employment date. This employment date will remain constant even though the employee may transfer from one bargaining unit to another. Salary schedule placement, vacation time, and sick leave shall be based on this date. If a person is hired as a "substitute" or "temporary" employee, however, benefits cannot begin until after ninety (90) days of continuous employment and in such case, insurance coverages will not be retroactive. An employee who leaves the employ of the school district for any reason and is rehired later will be assigned the new employment date.

Section 7. Seniority Date:

The first day of most recent continuous service in the building service employee's unit, whether hired as a substitute, temporary, or permanent employee, shall be a building service employee's seniority date.

ARTICLE IV

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 of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

Section 2. Management Responsibilities:

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

Section 3. Effects of Laws, Rules and Regulations:

The exclusive representative recognizes that all employees covered by this agreement shall perform the services and duties prescribed by the school district and shall be governed by the laws of the State of Minnesota and by school district rules, regulations, directives and orders issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school district and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school district insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the school district, all employees covered by this agreement and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal Statutes and rules and regulations of the State Board of Education. Any provisions of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of district rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the school district.

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 their 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.

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 purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

Section 3. Request for Dues Checkoff:

Employees shall have the right to request and be allowed dues checkoff for the employee organization of their selection provided that dues checkoff and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the P.E.L.R.A. of 1971 as amended.

ARTICLE VI

RATES OF PAY

Section 1. Schedules:

The classifications and wages described in Schedule A attached hereto shall be a part of the agreement for the period commencing July 1, 2011 to June 30, 2013.

Section 2. Increments:

The school district reserves the right to withhold a salary increment increase in individual cases where there is a demonstrable deficiency in the performance of the employee, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence within thirty (30) days prior to the date of the scheduled increase.

Section 3. Pay Period:

Payment of salary is to be on a semi-monthly basis. Payday will be on the 15th and the last working day of the month. If the 15th or last day falls on a holiday or weekend, the workday preceding will be payday.

Section 4. Overtime and Four-Day Work Week

Work performed in excess of 40 hours per week shall be compensated at a rate of one and one-half times the regular rate or compensatory time may be provided if taken within the same week. If a four-day-per-week, 10-hour-per-day employee is called into work on the day before the employee's scheduled four-day work week, the work on that day will be at a double-time rate of pay.

Section 5. Anniversary Dates:

For the purpose of calculating pay rates, employee anniversary dates shall be calculated as follows: Employees hired prior to January 1 shall use the preceding July 1 as their anniversary date, and employees hired on or after January 1 shall use the succeeding July 1 as their anniversary date.

Section 6. Longevity:

Employees who have completed ten (10) years of service in the school district shall receive an additional \$.35 per hour. Employees who have completed 20 years of continuous service with the school district will receive an additional \$.65 per hour. The longevity increments are not cumulative. Longevity pay shall be implemented in accordance with the provisions of Section 5 of Article VI.

ARTICLE VII

GROUP INSURANCE

Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the school board.

Section 2. Eligibility:

All full-time employees working twenty-five (25) hours or more per week, five hours or more per day, for a period of 175 working days (exclusive of paid holidays) or more per year are eligible to participate in the district insurance programs unless otherwise excluded in the master insurance contracts.

Section 3. Hospitalization Insurance:

Subdivision 1. Single Coverage: The school district shall contribute an amount per month equal to that of the teacher's contract for individual coverage for each full-time employee employed by the school district who is qualified for and enrolled in the school district health and hospital plan, except that in no case shall the contribution exceed 100% of the actual premium charged by the insurer. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subdivision 2. Family Coverage: The school district shall contribute an amount per month equal to that of the teacher's contract for family coverage for each full-time employee employed by the school district who is qualified for and enrolled in the school district health and hospital plan, except that in no case shall the contribution exceed 100% of the actual premium charged by the insurer. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subdivision 3. If a custodian and his/her spouse are employees of the Eden Prairie school district and both are eligible for health insurance, and one spouse enrolls in family coverage, they will receive a monthly contribution for family coverage 20% greater than the negotiated contribution. To qualify for this incentive, neither employee may enroll in the single health insurance option.

Section 4. Dental Insurance:

The school district shall make composite dental insurance available to eligible employees, and shall contribute an amount per month equal to that of the teachers' contract. The cost of any premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. (A composite program is defined as the identical premium for both single and family coverage.) The employer's contribution toward eligible employee's dental insurance program shall be as follows: July 1, 2011 through June 30, 2012; \$79.00 per month, and July 1, 2012 through June 30, 2013; \$79.00 per month.

Section 5. Life Insurance:

Subdivision 1. Basic Employee Life Insurance: The school district shall pay the premium cost for term life insurance with double indemnity for accidental death in an amount equal to twice the employee's annual salary rounded to the nearest thousand dollars.

Subdivision 2. Optional Life Insurance: So long as permitted by the school district's group insurance carrier, full-time employees may purchase additional life insurance coverage on their own lives or on the lives of their spouse and/or children. The cost of the premium for this optional life insurance shall be borne by the employee and paid by payroll deduction. The premium cost, underwriting conditions, and insurance contracts shall be determined by the school district's group life insurance carrier. Any disputes that may arise between the carrier and the employee shall not involve the school district.

Section 6. Long Term Disability Insurance:

The school district will pay the premium for the Long Term Disability Insurance plan for full-time personnel. In the event an employee is disabled and unable to work, the district will continue to make contributions towards health, dental and life insurance as per the contract, for one year from the time an employee goes on medical leave. In the event an employee is permanently disabled and unable to return to work, they may continue to participate in the district's plan at their own expense as per Minnesota Statute. Upon termination of employment, participation shall cease, effective on the last working day, subject to statutory and insurance company regulations.

Section 7. Workers' Compensation:

Subdivision 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subdivision 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro rata portions of days of sick leave time which is used to supplement Workers' Compensation.

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

Subdivision 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 total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subdivision 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pay pursuant to this policy shall show each of his/her Workers' Compensation checks to the school district prior to receiving payment from the school district for his/her absence.

Section 8. 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 9. Duration of Insurance Contribution:

An employee is eligible for school district contribution as provided in this article as long as the employee is employed by Independent School District 272. Upon termination of employment, all school district contributions shall cease effective on the last working day.

Section 10. Insurance Application:

Subdivision 1. An employee on leave of absence without pay, including but not limited to maternity leave, medical leaves, layoffs, unpaid leaves of absences, etc., is eligible to continue to participate in group insurance programs if permitted under the master insurance policy provision but shall pay the entire premium for such programs as they wish to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school district 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 will discontinue upon termination of employment, except as otherwise provided by statute.

Subdivision 2. The school district shall provide hospitalization insurance as described in Section 3 of this Article to an employee on leave of absence due to a work-related injury compensable under the provisions of the Workers' Compensation Act. This provision will be effective the first day of the month following the date of injury for a maximum of twelve months.

Section 11. Retirement Contribution:

Membership in the Public Employees Retirement Association (PERA) is required by State Law for most permanent employees. Most new employees are required by law to participate in Social Security as well as PERA.

Section 12. Health Reimbursement Account:

HRA Contribution: Beginning July 1, 2010, the district will contribute \$100.00 per year to an HRA for each qualifying member. In order to qualify for the contribution, an employee must have completed 10 full years of service based upon their employment date. The district will provide an annual statement to each participating employee by July 31 of each year indicating the amount of that year's contribution and the total amount in the employee's HRA. The account will not reimburse any expenses incurred prior to termination of employment from the district. That amount shall be invested by the district with administrative fees paid by the district until the employee severs employment with the district. Upon resignation, employees shall have the amount accrued contributed to the trust fund. The amount of accrual is the total amount accrued as of the previous June 30th or June 30th of the year of severance if such severance occurs on that date. Upon severance, the employee is responsible for investment of HRA funds and for all administrative fees.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subdivision 1. Full-time employees shall earn sick leave at the rate of one day per month worked in the employ of the school district. Sick leave shall accrue monthly, as it is earned on a proportionate basis to the employee's workday and year.

Subdivision 2. Unused sick leave days may accumulate to a maximum of 225 working days of sick leave per employee.

Subdivision 3. Sick leave with pay shall be allowed by the school district whenever an employee's absence is due to illness or disability, including pregnancy, which prevented attendance at school and performance of duties on that day or days.

Subdivision 4. The school district may require an employee to furnish a medical certificate from a district-designated physician or other qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination as to the eligibility for sick leave is reserved to the school district. It shall be the responsibility of each employee to provide medical certification by a doctor acceptable to the school district. Sick leave will not be paid by the school district unless medical certification is provided to the school district when requested.

Subdivision 5. An employee may use sick leave up to the amount accumulated for serious illness of the employee or the employee's minor child. An employee may also use sick leave not to exceed five (5) days per year for serious illness of a spouse, parent, or adult child. Subject to the discretion and pre-approval of the superintendent or designee, employees may also use up to five (5) additional sick leave days for a serious disability of a spouse, parent or adult child; however, the granting of such leave will require a doctor's certificate specifying that attendant care is required for the disabled person.

Subdivision 6. Sick leave shall be granted only upon submission of a signed and authorized time card.

Subdivision 7. Sick Leave Incentive:

- a. Full-time employees who qualify for sick leave and who have not used more than twenty percent (20%) of their earned sick leave days during the year may convert a portion of their unused sick leave days to compensation or proportional vacation days.
- b. This sick leave incentive will be calculated on July 30 by subtracting the number of sick days taken during the preceding contract year from the number of sick days

earned during the preceding contract year. The remaining days divided by four (4) will equal the number of days pay an employee will receive on the August 15 paycheck. No sick leave incentive will be paid to employees who resign prior to the end of their contract year. In calculating the final amount of pay incentive, a fraction of less than fifty percent (50%) is dropped and a fraction of fifty percent (50%) or more is converted to the next whole number.

- c. For the purposes of calculating the trial sick leave incentive pay, days employees are absent because of Workers' Compensation-related injuries will be excluded as days lost unless the total number of days lost in a fiscal year due to workers' Compensation-related injuries exceed two days. Therefore, if an employee is absent for more than two days due to Workers' Compensation-related injuries, all days absent will be counted like any other sick leave in accordance with paragraphs a and b above.

- d. Example:

Building service employees earn twelve (12) days of sick leave per year. Twenty percent (20%) of twelve (12) equals 2.4 days. An employee using more than 2.4 days of sick leave would not qualify for the incentive.

- 1) One day sick leave used:

$$\begin{array}{r} 12 \\ - 1 \\ \hline 11 \end{array} \text{ Divided by } 4 = 2.75 \text{ or } 3 \text{ days pay}$$

- 2) Two days sick leave used:

$$\begin{array}{r} 12 \\ - 2 \\ \hline 10 \end{array} \text{ divided by } 4 = 2.5 \text{ or } 3 \text{ days pay}$$

- 3) Three days sick leave used:

Exceeds 20% and employee not eligible.

Section 2. Bereavement Leave:

Full-time employees shall receive up to five (5) days leave for death in the immediate family. The particular amount of leave allowed under this provision is subject to the discretion of the superintendent, depending upon the circumstances. For purposes of this section, immediate family is defined as the employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, brother, sister, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, legal guardian, spouse's grandparent, aunt, uncle, and persons who reside in the employee's household. Days under this section shall not be deducted from disability leave.

Section 3. General Leave:

Subdivision 1. Employees in the school district may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the school district.

Subdivision 2. Such leave may be granted without pay by the school district for Peace Corps, childcare leave, medical leave, extended illness of the employee's family, adoption, civic activities, or other reasons deemed appropriate by the school district. Leaves may be granted for periods of up to (1) year, and the school district may, at the school district's discretion, renew such leaves.

Section 4. Jury Duty Leave:

An employee who serves on jury duty shall be granted the day or days necessary as specified by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event an employee serves on jury duty pursuant to this section, the school district will compensate the employee for the difference between the regular salary and the amount received as jury duty pay, exclusive of mileage.

Section 5. Emergency Leave:

Subdivision 1. A full-time employee may earn one (1) day of emergency leave per year to be deducted from sick leave. Emergency leave shall be defined as follows: Leave granted to an individual for compelling business when it is shown that such business cannot be conducted outside the school hours and that a delay in such affairs would cause a hardship. Emergency leave may accumulate to a maximum of three days.

Subdivision 2. Requests for such leave must be made to the Executive Director of Human Resources with the recommendation of the responsible administrator in writing whenever possible. If the emergency makes it impossible to submit the written request in advance, an oral request shall be submitted to the Executive Director of Human Resources through the responsible administrator and then confirmed in writing by the custodial employee immediately upon return. If more than one employee per building makes a request for the same day, it may be necessary to limit the number of personal leave days granted per day.

Section 6. Military Leave:

Military leave shall be granted pursuant to applicable Federal Law.

ARTICLE IX

GENERAL EMPLOYMENT PROVISIONS

Section 1. Layoffs:

Subdivision 1. In the event layoffs are required by the school district, seniority shall determine the order of layoffs provided remaining employees are capable of performing the work required. Part-time employees (as defined in this agreement) shall be laid off prior to full-time employees. The last employee hired shall be the first to be laid off.

Subdivision 2. Employees who are laid off will be called back in reverse order of layoff. An employee on layoff shall retain seniority, retirement benefits for which the employee is eligible upon layoff as defined in Article XI, and right to recall for a period of three years and one month from the date of layoff. Employees notified of call back must report to duty within fifteen (15) days of the date such notice of call back has been posted by certified mail to the last known address of said employee.

Section 2. Job elimination:

Subdivision 1. In the event of a job elimination, the least senior employee in that job classification in which the position is being eliminated will be laid off. In the event that this employee has more seniority than another employee in a position one job classification below his/her current position and is able to perform the job requirements, this employee would have rights to that position. If the employee is unable to perform the job requirements or is the least senior within that job classification, the employee can then move to the next job classification below, if another level exists, within the same stipulations as described above.

Subdivision 2. Job classifications will be defined as those positions grouped together that have similar qualifications and job responsibilities defined by the school district and the job description. The three job classification levels defined by this language will include the following positions at each level:

Level A. – *FT Maintenance/PT Maintenance/*Night Lead (Admin, CMS, OP, High School, and Elementary)

Level B. – Truck Driver/Licensed Groundsperson/Day Custodian

Level C. – Night Custodian (Non-licensed, Licensed, FT or PT)

*In order to be eligible to bump into these positions, employees will be required to have previously held this position with Eden Prairie Schools and are still able to qualify based on the job requirements or meet the job requirements for the position as posted and required by the school district. In all other instances, maintenance will bump maintenance and leads will bump leads.

Subdivision 3. In the event an employee's position is eliminated, the District shall provide the affected employee notice, in writing, at least fifteen (15) working days before the position elimination is to take place.

Section 3. Working Days:

Subdivision 1. Definition: All working days shall be considered as time worked, the only exception being that there shall be two (2) fifteen-minute breaks for those employees working eight (8) hours per day with no loss of salary.

Subdivision 2. Shifts Including Saturday and Sunday: A building service employee assigned a regularly scheduled shift on a Saturday or Sunday shall receive an additional 25¢ per hour for the hours worked on the Saturday or Sunday only. Any building service employee requesting to work on a Saturday or Sunday rather than a Monday through Friday schedule shall not receive the additional compensation provided in this subdivision.

Subdivision 3. Pay for Union Steward: The school district shall not deduct the pay of the union steward involved in conducting union business. The district shall bill the union local for the time the steward performs union duties. This does not include time spent in negotiations, mediation, or contract arbitration.

Section 4. Physical Exams:

The school district agrees to pay the full cost for each physical examination at the district-designated clinic required by State Law for those building services employees who are required to have physicals for DOT purposes. Employees may be requested by the school district to have an additional physical examination with the school-district-appointed physician and at school district expense to ensure the safety of the children being transported. Physical examinations, dental appointments, and license exams are to be scheduled at times other than the normal employment period; however, if such examinations cannot be scheduled except during the normal employment period, the employee may arrange for compensatory time with the immediate supervisor.

Section 5. Emergency Transfers:

The school board reserves the right to transfer personnel as emergencies may require. Employees requested by the district to transfer to another job to fill a temporary vacancy shall be paid the wage rate of the new job after five (5) continuous working days or his/her old rate, whichever is higher, retroactive to the first day.

Section 6. Job Postings:

There shall be a posting of all job openings for positions covered within this agreement. Job descriptions will be available upon request. Job postings shall be posted in each building in the school district for a minimum of six (6) working days. An employee who is on vacation during the time of a posting may call the Human Resources Department and apply for the posted position, provided that he/she applies in writing within 24 hours of the employee's return to work from vacation.

Subdivision 1. Temporary and Permanent Vacancies: A permanent vacancy is defined as one anticipated to last more than six months. A temporary vacancy is defined as one anticipated to last less than six months. A position which has been vacant for ninety (90) calendar days because of an incumbent employee's absence shall be posted and filled on a temporary basis. An employee filling a position on a temporary basis will be returned to his/her previous position.

Subdivision 2. Transfers: A transfer is defined as a move to a position with the same job description, salary and shift as the position currently held by an employee. A transfer will be granted to the most senior employee who applies in writing to the Executive Director of Human Resources within two (2) working days of the posting date. The employee being transferred shall not receive another voluntary transfer either laterally or to a lower position for a period of twelve (12) months from the date he or she assumes the new position.

Subdivision 3. Promotions: A promotion is defined as a move to a position with a different job description, different shift, higher salary and responsibility level. Applications for promotions shall be made to the Executive Director of Human Resources within six (6) working days of the posting date. When selecting an employee for a promotion, the district will consider seniority, qualifications, experience, and overall capabilities of the candidate; however, the school district shall be responsible for making the final selection

Section 7. Lunch Period:

All full-time employees shall be provided a duty-free lunch period of at least thirty (30) minutes.

Section 8. Emergency Closings:

If school is closed for any emergency and employees are not required to perform services, the employee's compensation shall be reduced accordingly. However, an employee may have the option of using vacation time in lieu of a reduction in salary for time not worked due to an emergency closing.

Section 9. Length of Work Day:

In the event of energy shortage, severe weather, or other exigency, the school district reserves the right to modify the length of the school day as the school district shall determine, but with the understanding that the total number of hours shall not be increased. That is, a four-day week with

increased hours per day will not cause the total hours per week to change from that originally contracted.

Section 10. Overtime Assignment:

Overtime jobs that are not related to substitute bus driving will be posted on the appropriate bulletin board. Overtime shall be assigned by site on a seniority basis. If an employee refuses to accept an overtime request, the employee will sacrifice rotation and be passed over until the next rotation.

Section 11. Call Back:

Whenever practical, employee call back shall be based upon most senior qualified employee who is available by building. An employee called back to work for overtime shall be paid a minimum of two and one-half (2 1/2) hours plus mileage.

Section 12. License Requirements:

Subdivision 1. Each respective position description delineates its specific licensure requirement.

Subdivision 2. Employees hired after May 1, 1978 shall have an option of being licensed or non-licensed. Employees hired prior to May 1, 1978 shall be required to possess and retain a boiler license and any other license required to fulfill the requirements of their position description; however, they shall not be required to possess a bus driver's license. An employee hired after May 1, 1978 who is licensed shall obtain and retain at least one of the following licensures in addition to a boiler license:

- a. School Bus Drivers Endorsement
- b. Certified Pool Operator's License
- c. Minnesota Department of Agriculture Non-Commercial Pesticide Turf and Ornamental License

Subdivision 3. An employee who has a physical impairment that prevents the employee from obtaining a second license shall be exempt from the second license requirement as long as the physical impairment exists. The school district will require a doctor's statement explaining the physical impairment and indicating whether it is temporary or permanent. The school district shall have the option to obtain a second opinion and, furthermore, the district shall have the option to seek periodic physical examinations to determine the status of the physical impairment. An employee having a medical certification defining the employee's inability to obtain a second license shall be paid as a licensed custodian, as long as the employee maintains at least a specialist boiler license and continues to provide medical documentation as requested by the school district. If an employee's physical status changes to prevent passing the second license, it shall not affect the employee's position as a building service employee unless the change in physical status also affects the performance of duties as a building service employee.

Subdivision 4. All building service employees, including both internal and external applicants, must be licensed within three calendar months of starting in the new position in order to receive and retain a voluntary transfer or a promotion under the provisions of this agreement. The only exception will be to allow fifteen months to obtain a high-pressure boiler license. An employee's failure to retain required licenses will result in an employee being moved to a night custodial position.

Subdivision 5. The school district shall pay for the cost of the boiler license.

Section 13. Starting Times and Shifts:

Starting times and shift assignments shall be determined by the school district. Shifts and starting times may be changed during the year at the discretion of the school district with a two-week prior notice except for emergencies.

Section 14. Training Period:

Subdivision 1. Four (4) Calendar Months - New Employees/Promotions: An employee under the provisions of this agreement shall serve a training period of four (4) calendar 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. During the training period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a trainee shall have the right to bring a grievance alleging a violation relating to any other provisions of this agreement. An employee promoted to a new position during his/her four-month training period would start a new four-month training period for the new position.

Subdivision 2. Three (3) Calendar Months - Transferred Employees: A transferred employee under the provisions of this agreement shall serve a training period of three (3) calendar months of continuous service in the school district. During this training period, the employer may return the employee to the employee's original position. The employee shall also have the right to transfer back to the original position during this training period. During this training period, the transferred employee shall have no recourse to the grievance procedure concerning the transferred employee being returned to the employee's original position. However, a transferred employee shall have the right to bring a grievance alleging a violation relating to any other provisions of this agreement. An employee's failure to obtain and/or retain required licenses within the training period will result in the employee being moved back to his/her original position. The only exception would be to allow 15 months to obtain a high-pressure boilers license.

Subdivision 3. Completion of Training Period: Employees having completed their training period shall be discharged for just cause only which shall include but not be limited to: stealing, intoxication or drinking intoxicating liquors on the job or on school premises, insubordination, failure to perform duties satisfactorily of the job assignment, improper conduct on or related to the job, falsification of time cards, unauthorized use of school property, careless or unprofessional or unsafe driving and tardiness in reporting to work.

Subdivision 4. Extension of Probationary Period: In the event that the school district is not satisfied with the performance of an employee who is serving either a new hire probationary period (Subdivision 1 above) or a promotion/transfer probationary period (Subdivision 2 above), the school district, with the agreement of the exclusive representative, may extend the new hire probationary period for an additional four calendar months, or the transfer/promotion probationary period for an additional three months. Extensions of probationary periods will not be granted to allow an employee extra time to obtain a license required for the job.

Section 15. Tax Sheltered Annuities:

Full-time employees shall be eligible to participate in a tax sheltered annuity plan on an optional basis as established pursuant to Minnesota Statute 123.35, Subdivision 12, subject to limitations provided for in school board policy.

Section 16. Letters of Reprimand:

Letters of reprimand involving minor disciplinary actions that do not impact the general health, safety and welfare of students and other employees that are without follow-up or reoccurrence shall be removed from the employee's file after a period of twenty-four (24) months. Employees shall be notified of letters or memos that are added to their files. Letters of reprimand to be retained in the personnel file shall include but not be limited to the following activities: stealing, intoxication or drinking intoxicating liquors on the job or on school premises, willful insubordination, improper conduct on or related to the job, falsification of time cards, unauthorized use of school property, and careless, unprofessional, or unsafe driving on district property or in district vehicles.

Section 17. Uniforms

Subdivision 1. The school district shall annually provide each full-time employee with seven articles of uniform clothing, with each article of clothing consisting of a district-approved shirt or trouser. Each employee may select any combination of shirts and trousers to total seven articles.

Subdivision 2. Employees may substitute district-approved t-shirts, short-sleeved work shirts, pair of shoes or shorts in lieu of the district's normal long-sleeved uniform shirt or full-length trousers. The cost of the substitutions may not exceed the aggregate cost of the normal district-approved uniform shirt and trousers.

Section 18. Tuition Reimbursement:

The school district shall reimburse 50% of tuition and book expense for up to three credits per academic session not to exceed a total of nine credits in any one fiscal year for course work which pertains directly to the position. Reimbursement shall also be made for pre-approved, non-credit courses, (that is, AVTI, Normandale, University of Minnesota, etc.) In order to be considered for reimbursement, all course work must be approved by the employee's supervisor and Executive

Director of Human Resources prior to taking the course work. Tuition reimbursement will occur after the employee has satisfactorily completed the course.

Section 19. ADA Accommodations:

Subdivision 1. Application: The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. 12101 et. seq. and the Minnesota Human Rights Act (MHRA), Minn. § 363.01 et. seq. impose certain obligations on the school district when a qualified individual with a disability is in the employ of the district. These obligations under the law could conflict with the application or interpretation of terms and conditions of employment of members of the building service employees' bargaining unit. The parties understand and agree that the school district's obligations under the law will supersede and preempt the terms and conditions of employment for members of the building service employees' bargaining unit.

Subdivision 2. Procedures: The school district will notify the building service employees' bargaining unit in writing of interpretations or applications of terms and conditions of employment which the school district believes may be inconsistent with the provision of the Master Contract as a result of the application of either the ADA or the MHRA. Data provided to the building service employees' bargaining unit will be consistent with the provisions of the Minnesota Government Data Practices Act. The building service employees' bargaining unit may request a Meet and Confer conference regarding the notice from the school district.

Subdivision 3. Effect: The parties understand and agree that the provisions of federal and state law mandating reasonable accommodations to qualified individuals with a disability preempts and supersedes the terms and conditions of employment for members of the building service employees' bargaining unit. Nothing in the Master Contract creates a right to grieve a lawful and accurate application or interpretation of state or federal disability laws.

Section 20. Time for Steward to Perform Duties

The union steward will be provided a reasonable amount of unpaid time off to perform duties related to his/her role as steward.

Section 21. Snow Removal

If the following groundsperson positions are required to work their shift with a change in hours of more than two (2) hours (for example, if regular shift time is 6:00 and the employee is required to start earlier than 4:00), the employee will be compensated at a rate of \$.50 per hour for that shift. These positions are: grounds maintenance (2) and grounds employees (2).

ARTICLE X

HOLIDAYS AND VACATIONS

Section 1. Holidays

Employees working twenty-five (25) hours or more per week, five hours or more per day, for a period of at least 175 working days (exclusive of paid holidays) or more per year shall receive pro rata paid holidays according to Subdivision 1 of this section provided that the employee works the working day before and after said holiday, except as provided in Subdivision 4 of this section. Employees regularly assigned to a work day in excess of eight hours per day shall receive the same amount of hours per day for a holiday as that employee is regularly scheduled, i.e., a 10-hour-per-day/ four-day-per-week pool custodian receives 10 hours' pay for each holiday listed in Subdivision 1 below.

Subdivision 1. Holiday List: July 4, Thanksgiving Day, day following Thanksgiving, December 25, January 1, Memorial Day, and Labor Day, plus four floating holidays.

Subdivision 2. Floating Holidays: Floating holidays are to be selected individually by each employee, with the prior approval of the building Maintenance and Operations Coordinator or building principal.

Subdivision 3. Holiday Observance: Holidays falling on Sunday shall be observed on Monday, and holidays falling on Saturday shall be observed on Friday providing school is closed on the alternate days. If school is held on a listed holiday, a substitute day shall be mutually agreed upon between the union steward and the school board or designee.

Subdivision 4. Holiday During Vacations: Any observed holiday falling within the employee's vacation period shall not count as a vacation day.

Subdivision 5. Holiday Overtime Pay: Work performed by an employee on any holiday listed in Subdivision 1 of this section, or on any Sunday which the employee is entitled to observe, shall be compensated at two times the regular rate of pay except as provided in Subdivision 3 of this section. Work performed on Saturday shall be at the rate of 1½ times the employee's rate of pay. These overtime provisions shall not apply to anyone whose normal work schedule includes working on either a Saturday or a Sunday.

Subdivision 6. Overtime Pay During Weeks with Holidays: Beginning July 1, 2004, employees who, due to a school district holiday as designated in Article X, Section 1, Subdivision 1, Holiday List (excluding floating holidays) are required to work a shortened week, will receive overtime pay as set forth in paragraph three below.

This applies only to those weeks when employees work fewer than five days due to designated holidays that the employee is required to observe. This does not apply to weeks with floating holidays which the employee has elected to use as vacation.

In order to qualify for overtime pay, an employee's hours worked (not including holidays) must average 8 or more hours per day, i.e. if there are 4 scheduled work days in the week, an employee must work over 32 hours to receive overtime pay. Hours worked do not include paid leaves of

absence such as sick days, vacation days, or floating holidays but refers solely to weeks with paid holidays. This does not apply to employees who have been assigned four-day work weeks.

Section 2. Vacation

Subdivision 1. Eligibility: This section shall apply only to full-time employees employed 2080 hours per year. Employees regularly assigned to a work day in excess of eight hours per day shall receive the same amount of hours per day for a vacation day as that employee is regularly scheduled, i.e., a 10-hour-per-day/four-day-per-week pool custodian receives 10 hours' pay for each vacation day.

Subdivision 2. Earned Vacation: Employees shall be entitled to paid vacation as follows:

- | | | |
|----|--|---------|
| a. | After one year of consecutive employment: | 10 days |
| b. | After six years of consecutive employment: | 15 days |
| c. | After 11 years of consecutive employment: | 17 days |
| d. | After 15 years of consecutive employment: | 20 days |
| e. | After 17 years of consecutive employment: | 22 days |
| f. | After 20 years of consecutive employment: | 25 days |
| g. | After 28 years of consecutive employment: | 28 days |

Subdivision 3. Application:

- a. Vacation anniversary date shall be the employee's employment date.
- b. One week of earned vacation may be taken after completing six months of employment.
- c. An employee who resigns and who has completed at least one year of service shall be entitled to receive the pro rata pay for unused vacation time provided such employee provides the school district with at least two weeks advance notice of his/her resignation date.
- d. Employees shall submit vacation preferences to the Director of Facilities and Safety by May 1. Whenever possible, each employee will be granted a vacation of the employee's preference; however, since the schedule has to be drawn in such a way that work can be carried on, some adjustment may need to be made with such adjustment being in favor of the senior employee.

ARTICLE XI

SEVERANCE PAY/INSURANCE OPTIONS FOR RETIREMENT AND TAX-SHELTERED ANNUITY MATCHING PROGRAM - 403(b)

Section 1. Eligibility: Full-time unit members hired prior to June 30, 2000 who have completed 18 years or more of continuous service with the school district and who retire under the provisions of the Public Employees Retirement Association (PERA) will be eligible for the benefits provided under this Article.

Subdivision 1. Full-time: The benefits of this Article will apply only to those unit members whose service has been on a full-time basis. For the purpose of defining full-time building service employees, full-time shall be defined as eight hours per day and 2,080 hours per year.

Subdivision 2. PERA Retirement: The unit member must submit a written resignation accepted by the school district. The school district will confirm that the retiree is qualified to receive PERA retirement benefits. A unit member who has been proposed for termination or actually terminated by the school district will not be eligible for the benefits of this Article.

Subdivision 3. Any full-time employee who is hired after June 30, 2000 shall be eligible to participate in the tax-sheltered annuity matching program - 403(b) - as outlined in Section 3 of this Article, but will no longer be eligible to receive any pay for severance.

Subdivision 4. District contributions to the tax-sheltered annuity matching program will be offset (be deducted from) the final severance amount upon retirement, with the employee receiving the net amount as severance. Should the district's contributions to the tax-sheltered annuity-matching program exceed eligible severance at the time of retirement, no severance payment will be due.

Section 2. Retirement Pay. (Pertains to employees hired prior to July 1, 2000.) The surviving beneficiary of an eligible employee shall receive a payment as outlined in Subdivisions 1 and 2.

Subdivision 1. Unused Sick Leave: A full-time (2080-hour-per-year employee) eligible unit member will receive as retirement pay an amount obtained by multiplying 50% of their unused sick leave days by the employee's daily rate of pay at the time of retirement, not to exceed eighty (80) days of pay. The school district will deposit the severance payment for unused sick leave into a special pay deferral account, or into a health care savings plan account following the date of retirement. The bargaining unit will determine the distribution of the severance for each contract period. For this contract, 100% will be deposited into a health care savings account.

Subdivision 2. Longevity: In addition to the pay provided in Section 2, Subdivision 1 of this Article, an eligible unit member will receive thirty (30) days' pay.

Subdivision 3. Daily Rate of Pay: In applying the provisions of Section 2, Subdivisions 1 and 2 of this Article, an employee's daily rate of pay will be the employee's basic hourly rate of pay as set

forth in the applicable salary schedule attached to this Agreement which is in effect at the time of retirement. Additional compensation for overtime, other extra compensation, and fringe benefits will not be included in the calculation of an employee's daily rate of pay.

Subdivision 4. Payment: Retirement pay will be paid by the school district in a lump sum within thirty (30) days of the effective date of retirement or as soon thereafter as is administratively practical. If an employee dies before all or a portion of the retirement pay has been disbursed, then the balance due will be paid to a named beneficiary, or lacking same, to the deceased's estate. The surviving beneficiary of an eligible employee shall receive a payment as outlined in Subdivisions 1 and 2.

Section 3. Tax-Sheltered Annuity Matching Program - 403(b)

Subdivision 1. Eligibility: Full-time employees defined as 2,080 hours per year, who have completed one year of service in the district shall be eligible to participate in the tax-sheltered annuity-matching program. Employees new to the district shall be eligible to participate the fiscal year following the completion of one year of service.

Subdivision 2. Eligible employees may elect to participate in this program for any following year if they have made a determination during the open enrollment period as defined by the district.

Subdivision 3. This tax-sheltered annuity matching program will provide a dollar-for-dollar match of an eligible employee's tax-sheltered annuity based on a percentage contribution of up to 1.7% of the employee's base salary as of July 1 of each year. Any salary earned above and beyond base salary does not apply to the matching program.

Subdivision 4. Employees may defer additional unmatched amounts of their compensation to the 403(b) program or in any other TSA of their choosing as is permissible by law. Employees are advised to seek advice from a qualified tax advisor or financial planner to ensure they meet permissible guidelines.

Subdivision 5. Maximum District Contribution: The maximum contribution to an employee's tax-sheltered annuity shall be \$25,000.

Subdivision 6. The salary reduction program (403(b) tax-sheltered annuity program) shall be administered on an evenly distributed formula over each pay period.

Subdivision 7. The employee may select any qualified company pre-approved by the State of Minnesota and also approved by the school district.

Subdivision 8. The provisions of this section shall be administered in accordance with the district policy for TSA's.

Subdivision 9. The parties agree that any description of benefits contained in this Article is intended to be informational only, and the management of contributed funds is the responsibility of the

company selected by the employee. It is further understood that the school district's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the school district pursuant to this Article.

Section 4. Retirement Insurance Options:

Subdivision 1. Special Eligibility: A unit member who retires under the provisions of the PERA as provided in Section 1 of this Article and who meets the following three criteria will be eligible for the Retirement Insurance Options as provided in this Section:

- a. Membership in the school district's major medical hospitalization group plan for at least three consecutive years immediately preceding the effective date of the retirement;
- b. Ten (10) continuous years of employment with the school district; and
- c. Retires with thirty (30) years of membership in TRA, PERA, and/or the coordinated retirement programs.

Subdivision 2. Pro-Rated Eligibility: A unit member who complies with all of the Special Eligibility Criteria of Section 3, Subdivision 1 of this Article except has less than ten years of continuous employment with the District may request pro-rata Retirement Insurance Options if the unit member has more than six (6) full years of continuous employment with the school district. (See Subdivision 3b for clarification.)

Subdivision 3. School District Premium Contribution:

- a. **Maximum Contribution:** An employee eligible for Retirement Insurance Options under Section 4, Subdivision 1 of this Article may continue as a member of the school district's major medical hospitalization group plan until the eligibility age of Medicare, with the school district contributing the same amount of money towards the premium for the insurance as a full-time active employee.
- b. An employee eligible under the provisions of Section 4, Subdivision 2 of this Article may continue as a member of the school district's major medical hospitalization group plan until the eligibility age of Medicare, with the school district paying a pro rata portion of the premium for the insurance. The proration will be calculated by dividing the number of years served and fractions thereof by ten, and then multiplying the resulting quotient by the dollar amount of the school district's premium contribution provided to full-time active employees. (For clarification, e.g. six years equals six-tenths of contribution; seven years equals seven-tenths of contribution, etc.)

Subdivision 4. Insurance Options for Non-Eligible Employees: An eligible unit member under the definitions of Section 1 of this Article but not eligible under the definitions of Subdivision 1 of

Section 4 of this Article will be eligible to continue participation in the school district's group medical hospitalization insurance plan if permitted by the terms of the policy with the insurance carrier. Such an employee must pay the entire first month's premium for such insurance commencing on the date of retirement. The employee must make arrangements with the school district's business office to pay subsequent monthly premium amounts in advance and in a timely manner. The failure to make a timely payment will result in the school district not making a premium payment for the retiree. The retiree risks forfeiture of insurance coverage without redress against the school district. In all events, however, the retiree's right to continued participation in such group insurance plans will automatically discontinue upon the employee reaching the eligibility age of Medicare.

ARTICLE XII

GRIEVANCE PROCEDURE

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.

Section 2. Representative:

The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subdivision 1. Extensions: Time limits specified in this agreement may be extended by mutual agreement.

Subdivision 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subdivision 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 or 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.

Subdivision 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 time period.

Section 4. Time Limitations and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the respective maintenance and operations coordinator and building principal setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within seven (7) 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 respective maintenance and operations coordinator and building principal.

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:

Subdivision 1. Level I: If the grievance is not resolved through informal discussions, the respective maintenance and operations coordinator and building principal shall give a written decision on the grievance to the parties involved within five (5) working days after receipt of the written grievance.

Subdivision 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Facilities and Safety provided such appeal is made in writing (grievance form) within five (5) working days after receipt of the decision in Level I. If a grievance is properly appealed to the Director of Facilities and Safety, that director shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. Within three (3) days after the meeting, the Director of Facilities and Safety shall issue a decision in writing to the parties involved.

Subdivision 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Executive Director of Business Services, provided such appeal is made in writing within five (5) working days after receipt of the decision in Level II. If a grievance is properly appealed to the Executive Director of Business Services, he/she shall meet regarding the grievance within five days after receipt of the appeal. Within three (3) days after the meeting, the Executive Director of Business Services shall issue a decision in writing to the parties involved.

Section 6. School Board Review:

The school board reserves the right to review any decision issued under Level I, II or III of this procedure provided the school board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I, II or III 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 and 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. The school district shall then render its decision within thirteen (13) days after its notification of intent to review.

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.

Section 8. Arbitration Procedures:

In the event the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subdivision 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 three (3) days following the decision in Level III or within three (3) days after the decision of the school board if the school board reviews a decision pursuant to Section 6 of the grievance procedure.

Subdivision 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 provision.

Subdivision 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 PERB (Public Employment Relations Board) to appoint an arbitrator pursuant to Minnesota Statute 179.90, Subdivision 4, providing such request is made within twenty (20) days after the 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 PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subdivision 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall, within not less than five (5) days before the hearing, forward to the arbitrator with a copy to the school board, the submission of the grievance which shall include the following:
 - 1) The issues involved
 - 2) Statement of the facts
 - 3) Position of the grievant
 - 4) The written documents relating to Section 5 of grievance procedure.
- b. The school board may take a similar submission of information relating to the grievance either before or at the time of the hearing, with a copy to the appealing party.

Subdivision 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they 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 a hearing de novo.

Subdivision 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/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

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

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

Section 9. Grievance Form B:

A form which must be used for filing of grievance provided herein as Schedule B shall be provided by the school district. Such forms shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver:

A party instituting any action, proceeding or complaint in a Federal or State Court of Law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance 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.

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

School Service Employees Local 284

Eden Prairie Independent School District 272

Steward Local 284

Board Negotiations Committee Member

Business Agent Local 284

Board Negotiations Committee Member

Executive Director of Human Resources

Date Ratified by School Board: September 27, 2011

SCHEDULE A
BUILDING SERVICE EMPLOYEES SALARY SCHEDULE

POSITION TITLE <i>(See footnote 1)</i>	Year 1	Year 2
Base Rate:		
FT Maintenance	22.58	22.98
PT Maintenance	20.56	20.95
Night Lead – High School	22.69	23.09
Night Lead – CMS, OP & Adm.	21.49	21.87
Night Lead – Elem.	20.73	21.11
Truck Driver	19.16	19.53
Groundsperson (Licensed)	19.16	19.53
Day Custodian	19.13	19.50
Custodian (Licensed PT or FT) <i>(See footnote 2)</i>	17.53	17.90
Custodian (Non-Licensed PT or FT)	14.43	14.80
Grandperson Rate (Employed prior to 7/1/85):		
FT Maintenance	26.46	26.86
PT Maintenance	25.57	25.96
Night Lead – High School	26.31	26.71
Night Lead – CMS, OP & ADM.	25.85	26.23
Night Lead – Elem.	25.49	25.87
Truck Driver	25.04	25.41
Groundsperson (Licensed)	25.03	25.40
Custodian (Day)	24.81	25.18
Custodian (Licensed PT or FT)	24.45	24.82

NIGHT DIFFERENTIALS		
Shift ending after 6:00 P.M. **	.50	.50
Shifts Including Saturday and Sunday: A building service employee assigned a regularly scheduled shift on a Saturday or Sunday shall receive an additional 25¢ per hour for the hours worked on the Saturday or Sunday only. Any building service employee requesting to work on a Saturday or Sunday rather than a Monday through Friday schedule shall not receive the additional compensation provided in this subdivision.		
BASE RATE LICENSE FACTORS		
Effective January 1, 2001, base rate employees who obtain and who maintain a current license and/or certification and who have completed three (3) years of continuous service, as determined by seniority date, within the Building Services unit receive the following factor(s) added to the Base rate for each applicable license and/or certification. The maximum amount will not exceed the Grandperson rate for the employee's job classification. Payment shall be on seniority date. No license increases will take		

effect until the certification is effective. License increases will be in effect the first day of the next pay period following receipt of certification information to Human Resources.		
Chief Boiler's License	Only paid for highest level of license	17%
1 st Class Boiler's License		12%
2 nd Class Boiler's License		7%
Certified Pool Operator		2%
Pesticide License		2%
Bus License (if eligible and able to drive school buses)		7%
Grounds employees with Air Brake License endorsement		7%

Definition: Longevity Step:

Employees who have completed 10 years of continuous service with the school district will receive an additional \$.35 per hour. Employees who have completed 20 years of continuous service with the school district will receive an additional \$.65 per hour. The longevity increments are not cumulative. Longevity pay shall be implemented in accordance with the provisions of Section 5 of Article VI.

See Article IX, Section 3, Subd. 2 for weekend shift differential.

F.N.1 All positions have applicable position descriptions that reflect licensure requirements.

F.N.2 Employees shall have an option of being licensed or non-licensed. An employee who is licensed shall obtain and retain at least one of the following licensures in addition to a boiler license:

- a. School Bus Drivers Endorsement
- b. Certified Pool Operator's License
- c. Minnesota Department of Agriculture Non-Commercial Pesticide Turf and Ornamental License.

Definition: "Grandperson Rate" applies to employees hired prior to July 1, 1985.

Definition: "Shifts"

Note: The definition of shift is as follows:

Shift 1: Shifts ending on or before 6:00 p.m.

Shift 2: Shifts ending after 6:00 p.m. but before 12:00 midnight.

Shift 3: Shifts ending after midnight.

Night Differentials:

Shifts ending after 6:00 p.m. shall receive a differential of \$.50 per hour. **Night differentials will be applicable to all employees with shifts ending after 6:00 p.m., including night leads.

Weekend Shift Differentials:

A building service employee assigned a regularly scheduled shift on a Saturday or Sunday shall receive an additional 25¢ per hour for the hours worked on the Saturday or Sunday only. Any building service employee requesting to work on a Saturday or Sunday rather than a Monday through Friday schedule shall not receive the additional compensation provided in this subdivision.

SCHEDULE B

**GRIEVANCE REPORT FORM
INDEPENDENT SCHOOL DISTRICT 272
EDEN PRAIRIE, MINNESOTA**

EMPLOYEE'S NAME _____

BUILDING _____

DATE GRIEVANCE OCCURRED _____

STATEMENT OF FACTS:

SPECIFIC PROVISIONS OF AGREEMENT ALLEGEDLY VIOLATED:

PARTICULAR RELIEF SOUGHT:

DATE

SIGNATURE OF GRIEVANT

DATE

SIGNATURE OF EXCLUSIVE
REPRESENTATIVE

Copies to: Superintendent
 Executive Director of Human Resources
 Director of Facilities and Safety
 Exclusive Representative

Trial Memorandum of Understanding
Sick Leave for Fitness

2011-2013

In an attempt to promote and enhance employee health and wellness, reduce use of sick leave, and impact the rising costs of health care, the district will offer employees the opportunity to use sick leave for fitness.

Section 1. Process.

- a. Employees who have accumulated sick leave balance of at least twenty five (25) days may cash in up to three (3) of their sick leave days (in full-day increments) to cover the cost of wellness-related expenses
- b. The number of sick leave days used to fund reimbursements is based on the employee's daily rate of pay at the time the request is processed.
- c. Employees may choose to trade in a minimum of one day (pro rata) and a maximum of three days (pro rata) per year, based on # of hours working per day on June 30.
- d. Employees make election by completing a Sick Leave for Fitness Claim Form (located on the EPNet under the "Staff Forms" section) which will be available on June 1, 2012 for the 2011-12 school year and on June 1, 2013 for the 2012-13 school year and attaching proper documentation. Documentation for the activity/equipment must be dated, shows the employee as the purchaser, and clearly shows what was purchased. A paid receipt, charge card slip, cancelled check, bank statement showing the debit, or health club statement showing the credit, are all allowable. Copies of documentation are acceptable.
- e. Employees have until June 30, 2012 to make their election for 2011-12 school year and June 30, 2013 to make their election for 2012-2013 school year.
- f. After completion of form, employee obtains signature of site administrator and forwards to Human Resources for processing.
- g. Employees may submit only **one claim per year**.
- h. Claims will be processed over the summer and paid in August.
- i. Sick leave is considered an unfunded liability. **Employees must use their elected amount or lose it. Unused funds will not be converted back to sick leave.**
- j. According to IRS rulings, when an employee cashes in sick leave, it becomes taxable income. As such, it is subject to state and federal income tax as well as standard Social Security and Medicare tax. Reimbursement checks will be less these taxes.
- k. Any days of sick leave cashed in for a fitness benefit in accordance with this memo shall not be considered "sick days taken" under Article VIII, section 1, subd 5, and, therefore, will not affect the number of incentive days available to an employee.

Section 2. Eligible Expenses for Reimbursement.

- Health club, tennis club, rowing club memberships – single, family, and/or dual will be reimbursed at their full rate (monthly dues plus tax plus any enrollment fees) provided the

employee is included in the membership. Single club memberships must be for the employee.

- Fitness, exercise and aerobic classes/programs, including stretching/flexibility
- Stress management classes/programs
- Exercise balls
- Hockey/ice skates
- Home gym equipment
- Inline skates
- Outdoor or stationary bicycle
- Protective gear (helmet, arm guards)
- Personal trainer
- Weights
- Behavior modification programs such as smoking cessation classes/programs are eligible for 100% reimbursement. "Stop smoking" aids such as nicotine gum/patch are allowable only as a part of a structured smoking cessation program, but a doctor's prescription is allowable where not reimbursable by a health plan.
- Weight loss classes/programs
- Martial arts classes, e.g. tai chi, yoga, meditation
- Rowing machine
- Skiing machine
- Skis (including poles, mounting fees, boots and bindings)
- Snow shoes and bindings
- Stair stepper
- Treadmill
- Sales tax on equipment
- Exercise equipment, new or used, and repairs for eligible exercise equipment are eligible for 100% reimbursement.

Equipment must be purchased by the employee for the employee's use.

If purchasing a piece of new equipment a paid sales receipt or charge/credit slip that is signed by the employee must be provided. If purchasing used equipment, the employee must provide a dated bill of sale listing the equipment purchased, the price paid, that the employee was the purchaser, and the seller's name, address, phone number and signature.

Section 3. Expenses NOT Eligible for Reimbursement.

- Multiple health club memberships at one time
- Entrance fees, court fees, green fees, lift tickets, license fees, cost of permits, towel fees, tanning fees, locker fees, etc.
- Golf clubs, tennis rackets, bowling balls, ping-pong tables
- Vitamins, supplements or food purchased in conjunction with a weight loss program
- Whirlpools, saunas, hot tubs and massage therapy
- Accessory items, e.g. book holders, water bottle holders, bike racks, custom bike components, car/child carrier for bicycle, kickstands

- Recreational activities and lessons such as dancing, bowling, and horseback riding
- Club memberships of a primarily recreational nature, e.g. country club/golf club/curling club memberships)
- Clothing items, running shoes
- Canoes and kayaks
- More than one piece of equipment of similar design/purpose per year
- Shipping and delivery fees, extended warranties
- Wii Fit
- Exercise CDs/DVDs

Section 4. Expenses not Listed Above.

If the item you wish to purchase is not listed under Section 2 or Section 3 above, you must contact the Executive Director of Human Resources, for pre-approval.

This Letter of Agreement will sunset on June 30, 2013.

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

School Service Employees Local 284

Eden Prairie Independent School District 272

Steward Local 284

Board Negotiations Committee Member

Business Agent Local 284

Board Negotiations Committee Member

Executive Director of Human Resources

Date Ratified by School Board: September 27, 2011