

AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN



UNITING COMMUNITIES OF EXCELLENCE

**BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 279
MAPLE GROVE, MINNESOTA**

AND

**MINNESOTA TEAMSTERS PUBLIC & LAW
ENFORCEMENT EMPLOYEES UNION LOCAL #320**

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

**AGREEMENT
ON
TERMS AND CONDITIONS OF EMPLOYMENT**

BETWEEN

**BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 279
OSSEO AREA SCHOOLS
MAPLE GROVE, MINNESOTA**

AND

**MINNESOTA TEAMSTERS PUBLIC & LAW
ENFORCEMENT EMPLOYEES UNION LOCAL #320**

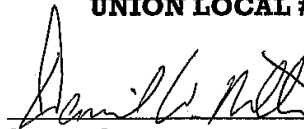
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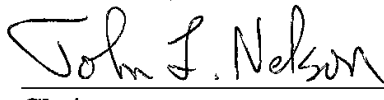
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**FOR: MINNESOTA TEAMSTERS PUBLIC
LAW ENFORCEMENT EMPLOYEES
UNION LOCAL #230**

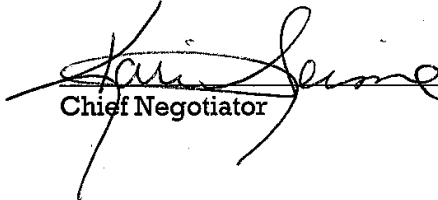
FOR: Osseo Area Schools, IDS 279



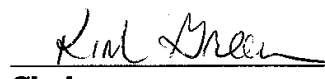
Steward



Chair



Chief Negotiator



Clerk



Chief Board Negotiator

Dated this 14th day of Dec, 2010

Dated this 14 day of December

Osseo Custodial Employees:
Minnesota Teamsters Local No. 320
3001 University Avenue S. E
Minneapolis, MN 55414

Addresses of Official Notice:
Office of the Superintendent of Schools
School Board:
11200 - 93rd Avenue North
Maple Grove, MN 55369

TABLE OF CONTENTS

ARTICLE I - Purpose of Agreement	
Section 1. Parties	1
ARTICLE II - Recognition of Exclusive Representative	
Section 1. Preamble.....	1
Section 2. Recognition	1
Section 3. Appropriate Unit	1
ARTICLE III - Definitions	
Section 1. Terms and Conditions of Employment	1
Section 2. Custodial/Maintenance	2
Section 3. Other Terms	2
ARTICLE IV - School District Rights	
Section 1. Inherent Managerial Rights	2
Section 2. Management Responsibilities	2
Section 3. Effect of Laws, Rules and Regulations	2
Section 4. Reservation of Managerial Rights	2
ARTICLE V - Employee Rights	
Section 1. Right to Views.....	2
Section 2. Right to Join	3
Section 3. Personnel Files	3
Section 4. Requests for Dues Check off.....	3
Section 5. Fair Share Fee	4
Section 6. Credit Union Deductions	4
Section 7. Political Action Committee	4
Section 8. Meet and Confer	4
ARTICLE VI - General Provisions	
Section 1. Probation and Regular Status.....	4
Section 2. Work Year	8
Section 3. Hours of Work	8
Section 4. Paid Holidays	10
Section 5. Uniforms.....	10
ARTICLE VII - Discipline	
Section 1. Discipline	11
Section 2. Voluntary Termination.....	11
ARTICLE VIII - Basic Schedules and Rates of Pay	
Section 1. Wage Scale	11
Salary Schedule 2010-2011	11
Salary Schedule 2011-2012.....	12
Section 2. Retirement Incentive Pay.....	14
Section 3. Section 125 Plan.....	15
Section 4. Retirement Savings Plans	15

ARTICLE IX - Group Insurance

Section 1.	Health and Hospitalization Insurance	16
Section 2.	Group Term Life Insurance.....	18
Section 3.	Supplemental Group Term Life Insurance	18
Section 4.	Long-Term Disability Income Protection	18
Section 5.	Dental Insurance	18
Section 6.	Workers' Compensation	19
Section 7.	Eligibility for Group Insurance.....	19
Section 8.	Insurance Program Eligibility in the Event of Early Retirement.....	19

ARTICLE X - Leaves of Absences

Section 1.	Sick Leave	19
Section 2.	Family Illness	21
Section 3.	Bereavement Leave	21
Section 4.	Personal Leave	21
Section 5.	Jury Duty	22
Section 6.	Long-Term Leave	22
Section 7.	Short-Term Leave	23
Section 8.	Child Care Leave	23
Section 9.	Adoption Leave	25
Section 10.	Religious Holiday Leave	27

ARTICLE XI - Vacations

Section 1.	Vacation Allowance	27
Section 2.	Conditions for Vacation Allowances	27

ARTICLE XII - Grievance Procedure

Section 1.	Grievance Definition	28
Section 2.	Representative	28
Section 3.	Definitions and Interpretations	28
Section 4.	Time Limitation and Waiver	29
Section 5.	Adjustment of Grievance.....	29
Section 6.	School Board Review	30
Section 7.	Denial of Grievance.....	30
Section 8.	Arbitration Procedures.....	30

ARTICLE XIII - Duration

Section 1.	Terms and Re-Opening Negotiations	31
Section 2.	Effect	32
Section 3.	Finality	32
Section 4.	Severability	32

MEMORANDUMS OF AGREEMENT

Section 1.	Weekend/Holiday Emergency Coverage	II
Section 2.	Snow Emergency	III
Section 3.	Part-Time Employees	IV
Section 4.	Post Retirement Health Care Savings Plan.....	V

**ARTICLE I
PURPOSE OF AGREEMENT**

Section 1. Parties: This Agreement is entered into between the School Board, Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board, and the Minnesota Teamsters Local No. 320, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the Labor Relations Act, hereinafter referred to as PELRA, provides the terms and conditions of employment for custodians during the term of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Preamble: Recognizing that the Union is required by provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the Employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

In furtherance of good labor relations the School Board agrees, when requested, to meet with the appropriate Union and Employee representatives, at such times and places as determined by the School Board, for the purpose of discussing and arbitrating matters pertaining to working conditions and Employee grievances.

Section 2. Recognition: In accordance with PELRA, the School Board recognizes Minnesota Teamsters Local No. 320 as the Exclusive Representative of custodian/maintenance Employees employed by the School Board of Independent School District 279, the Exclusive Representative, shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

Section 3. Appropriate Unit: The Exclusive Representative shall represent all the custodian/maintenance Employees of the School District as defined in this Agreement and in said Act.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School Board payment of, or contributions to, premiums for group insurance coverage of retired Employees or severance pay, and the School Board's personnel policies affecting the working conditions of Custodial/Maintenance Workers. In the case of Custodial/Maintenance Workers "terms and conditions of employment" does not mean educational policies of the School Board. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Section 2. Custodial/Maintenance: Shall mean any person employed by the School Board in a position requiring duties associated with the maintenance and care of school facilities, equipment, and grounds. The term “Custodial/Maintenance” as used herein will not include “supervisory Employees,” “essential Employees,” part-time or temporary Employees whose services do not exceed the lesser of thirty five percent (35%) of the normal work week within the bargaining unit of fourteen (14) hours per week or an Employee who holds a position that is basically temporary or seasonal in character and is not for more than 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 PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

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.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all Employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation there under, will be without force or effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of 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: Pursuant to PELRA, 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; nor shall it be construed to require any Employee to perform labor or services against his/her will.

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 not to join such organizations. Employees in the 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 such Employees with the School Board.

Section 3. Personnel Files:

Subd. 1. Right to Review/Frequency: Upon written request by an Employee, the School District will provide the Employee with an opportunity to review his/her personnel file. The School District will not be required to provide an Employee with an opportunity to review his/her personnel file if he/she has reviewed the personnel file during the previous six months; except that, upon separation from employment, an Employee may review his/her personnel file only once at any time within one year after separation. During certain circumstances (i.e. grievance proceedings) an Employee may review his/her personnel file more often than the previous six months.

Subd. 2. Review: A written request will be made to Human Resources. Human Resources will comply with a written request pursuant to Subd. 1. of this Section no later than seven (7) working days after receipt of the request and will schedule an appointment for the Employee to review his/her personnel will notify the Employee of such appointment. All such reviews will take place in Human Resources during its normal hours of operation.

Subd. 3. Documentation of Contents: The Employee and a Human Resources representative will document the personnel file's contents before the Employee is given the personnel file to review. The Employee and Human Resources representative will document the contents of the personnel file at the termination of the review.

Subd. 4. Right to Copy: After the review and upon the Employee's written request, the School District will provide the Employee with a copy of the requested record. The School District may not charge a fee for the copy. With respect to Employees who are separated from employment, upon the Employee's written request, the School District will provide a copy of the personnel file to the Employee. Providing a copy of the separated Employee's personnel file to the Employee satisfies the School District's responsibility to allow review as stated in Subd. 1. of this Section.

Subd. 5. Right to Response: The Employee may submit for inclusion in his/her personnel file a written response to any material contained in such file.

Subd. 6. Destruction/Expungement: The School District may destroy or expunge such files as provided or required by law.

Section 4. Requests for Dues Check off: The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. 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 in equal installments, beginning with their first pay period.

Section 5. Fair Share Fee: In accordance with PELRA, any Employee included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered as Exclusive Representative. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

Section 6. Credit Union Deductions: Custodians shall have the right to request payroll deductions for one of two credit Unions selected by the Exclusive Representative.

Section 7. Political Action Committee: Upon receipt of a properly executed voluntary authorization card from an Employee, the School District will deduct from the Employee's salary such amounts as the Employee authorizes to pay to Minnesota Teamsters Drive.

Section 8. Meet and Confer: Representatives of the School Board will regularly meet with the Exclusive Representative for the mutual exchange of ideas, and to discuss matters that are not terms and conditions of employment.

ARTICLE VI GENERAL PROVISIONS

Section 1. Probation and Regular Status:

Subd. 1. Probationary Periods – New Employee/Transfers/Promotions: New Employees shall be considered as probationary Employees until they have completed 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 assign or transfer to an open position, 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 assignment or transfer to open positions, suspension, discharge or other discipline is concerned. For part-time Employees who have worked a minimum of two (2) years for the district in the unit and who become full-time Employees, the probationary period shall be six (6) months. For all other matters pertaining to the conditions of employment, those Employees who are recognized by Local 320 may request and be represented by the "Exclusive Representative." Upon completion of the twelve (12) months or six months (6) of employment, the Employee will establish regular Employee status unless otherwise notified in writing by the employer prior to that date.

Employees transferred or promoted to a new position shall be probationary in the new position for a period of three (3) months while school is in session subject to the grievance procedure. An Employee transferred or promoted to a building engineer position shall be probationary in the new position for a period of six (6) months from the start date in position, subject to the grievance procedure. An Employee who is promoted to a new position shall retain his/her seniority in the old job position with freedom to move back to his/her original job position until he/she achieves seniority status in the new position.

Subd. 2. Seniority: The seniority date of an Employee in a position will be listed as the initial date of full time employment. Seniority lists shall be updated and posted in each building in July and January. The list will include all full-time Employees' names and seniority dates.

Subd. 3. Job Elimination: In the event of job elimination requiring layoff, the Employee with the least seniority in a job position will be laid off first and all layoffs will be in reverse seniority order subject to the following provisions:

- a. **Shift Placement:** If, in conjunction with job elimination, it becomes necessary to assign an Employee to a different shift, efforts will be made to place such Employee in the following order: (Shift order is Day-1st; Evening-2nd; Night-3rd).
- b. **In Same Position:** If there is an Employee with less seniority on the same shift, in the same job position, the senior Employee will displace the Employee with the least seniority.
- c. **Classification Assignment:** If an Employee cannot be retained in the same job classification, he/she shall be assigned to the next lowest or lower job classification for which he/she meets the qualifications as contained in the particular job description.
- d. **Part-time Employees:** Part-time Employees will be terminated at the discretion of the Coordinator, Custodial Services in the event of job elimination. Time and service shall be a consideration but shall not be the sole determiners.
- e. **Duties Normally Performed by Unit Members:** No bargaining unit Employee shall suffer loss of full-time employment and benefits, nor shall suffer lay off while any contracted or seasonal Employees are performing work normally done by bargaining unit members.
- f. **Recall:** Recall from lay off shall be in order of seniority within each job classification provided that an Employee must return to work upon recall as directed by the employer or on an extended date mutually acceptable to the Employee and the employer.
- g. **Length of Recall:** Employees who terminate their employment with the employer and any Employee on lay off status in excess of two (2) years shall not have any seniority rights under this agreement.
- h. **Specialty Group Positions:** All specialty group positions should be put up for bid and shall be paid at the specialty group position rate of pay or Employee's current rate of pay, whichever is higher. (Example: maintenance, grounds, warehouse, ice arena, floor covering, painting.)

Subd. 4. Job Titles Within Classification: In a job classification when more than one job title appears, each title will be considered a separate job position.

<u>JOB CLASSIFICATIONS</u>	
Classification	Position
I	Part-time Custodian Part-time Warehouse Person
II	Non-Licensed Custodian
III	Third Shift Custodian Second Shift Custodian Mail/Courier/Delivery Person Floater, Custodial
IV	Second Shift Custodian Lead person* Warehouse Personnel Health and Safety Specialist Elementary Day person
V	Health and Safety Specialist II Outside Person Outside Person/Ice Arena Secondary Day person
VI	Elementary Building Engineer Engineer/OALC District Painter ESC Building Engineer
VII	Junior High Building Engineer District Carpenter
VIII	Senior High Building Engineer
IX	District Carpenter Lead person
X	District Maintenance Person
XI	District Maintenance Lead person
XII	District Master Electrician District Master Plumber

* The night lead person in all junior and senior high schools. The night lead person will normally be charged with insuring the building is secure and will be the last Employee on that shift to leave.

Subd. 5. Specialist License Requirement: Building level full-time custodians new to the School District, working second or third shift, and not in possession of at least a specialist license shall be Class II custodians. Upon obtaining a specialist license, they will move into a Class III, second or third-shift custodial classification. No classification movement will be allowed until the specialist license is obtained. Failure to obtain a specialist license within twelve (12) months of date of full-time employment will be grounds for dismissal.

Subd. 6. Reclassified to Lower Position: A regular status Employee holding a position that voluntarily or involuntarily is reclassified to a lower classified position will be permanently reassigned to the first vacancy in the School District for which he/she applies and is considered qualified and the senior applicant.

Subd. 7. Job Postings: If there is a position opening in the School District, the employer is required to furnish a notice to all Employees to afford them the opportunity to apply. If advised by the Employee, Human Resources are required to furnish the Employee a copy of such notice during periods of Employee absences (vacation or leave). When the technology is developed and made available to Employees, “furnish a notice” will mean post on the School District internet/intranet.

- a. **Within a Job Position:** All openings within a job position will be filled by the senior Employee who applies. When a vacant position is filled through a transfer, (within the same job position) the posting procedure will show the position that has become vacant as a result of the transfer.
- b. **Between Job Positions:** All openings between job positions will be filled by the senior most qualified Employee who applies providing that the most qualified applicant is a current Employee. “Qualified” means ability to perform the assigned job in a most qualified manner as determined by the Coordinator, Buildings and Grounds and/or the Coordinator, Custodial Services.
- c. **Bidding Down or Laterally:** An Employee bidding down will not be eligible for any further bidding for a period of twelve (12) months. Bidding down is moving from a job position in a higher classification to a job position in a lower classification. An Employee bidding laterally will not be eligible for any further bidding down or laterally for a period of twelve (12) months. A lateral move is movement within a job position.

Subd. 9. Posting/Selection Timeline: Position openings will be posted in each building for a minimum of five (5) working days and in the order in which the positions become available. The posting will indicate the closing date for applications. Immediately after the closing date, Human Resources will furnish one (1) copy of a list of applicant names to the representative designated steward. The successful applicant will be notified of his/her selection within ten (10) working days of the closing date. If no qualified applications are received, the School Board may fill the position without further posting.

Subd. 10. Salary – Increase/Decrease: An Employee selected for a position which is in a higher pay schedule will be paid at the increased pay schedule from the day he/she actually performs in that position. An Employee who by the criteria set forth herein is assigned and performs at a lower pay schedule job will be paid at the lower pay schedule from the first day he/she actually performs in this job.

Subd. 11. Temporary Vacancy: Positions which are temporarily vacant for a period of ninety (90) calendar days or more shall be posted in accordance with the regular posting procedure. Prior to ninety (90) days the School Board may declare a position to be temporarily vacant and post it. Such temporary vacancies shall be filled on a temporary basis until such time as the position is declared to be permanently vacant. It will then be posted as a permanent vacancy. All provisions applying to the filling of positions included in this Agreement shall apply.

If an Employee, who occupied a position which was temporarily vacant due to his/her authorized absence and which was declared permanently vacant during his/her authorized absence returns, he/she shall be assigned his/her position, if qualified, or such other position for which he/she is qualified.

Any Employee filling a position on a temporary basis or a permanent position to which the original Employee returns will be returned to his/her previous position.

Section 2. Work Year: The length of the full work year is 2,080 hours or 260 work days which include the allowance for vacation, sick leave and paid holidays. The School District reserves the right to determine the length of the work year of all Employees. If the scheduled work year exceeds 2,080 hours or 260 work days, the Employee will be compensated for the additional scheduled days at their established daily rate of pay.

Section 3. Hours of Work:

Subd. 1. Overtime Compensation: Hours worked beyond the forty (40) hour week will be paid at time and one-half. Work performed on Sunday or legal holidays will be paid at double time. This provision is not applicable to any Employee whose assigned shift falls on Sunday. For the purposes of this Section, "hours worked" does not include the use of sick leave per the provisions of Article X, Section 1.

All overtime work must be authorized in advance by the Coordinator, Building and Grounds, Coordinator, Custodial Services, or by the Superintendent or designee.

Subd. 2. Work Week: The work week shall be forty (40) hours from Sunday (12:00 a.m.) through Saturday (11:59 p.m.), generally consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, except in such instances in which it is necessary that a divided schedule be set up in order to provide custodial services in our secondary buildings on Saturdays. The third shift work week may be Sunday through Thursday, subject to the divided schedule and operational demand of a particular school building. An Employee's work shift may be split between two buildings or work locations at the employer's discretion. Normally, these assignments will be made within a two (2) mile radius, subject to the operational demands of the buildings involved.

Subd. 3. Call Back: A minimum of two (2) hours computed on a time and one-half basis will be paid to each Employee when recalled to work. If an Employee is called to work during a holiday weekend, she/he will be paid at double time.

Subd. 4. Building Checks: All building checks will be paid at time and one-half, with the exception of Sundays and holidays (including a Saturday of the holiday weekend) which will be paid at double time.

Subd. 5. Lunch Period: A one-half (1/2) hour lunch period will be allowed which is not a part of the eight (8) hour work day.

Subd. 6. Shift Differentials: A shift differential premium will be paid to qualifying Employees as outlined below. Employees who qualify for these shift differentials will be paid at the established additional hourly rate for the entire shift.

- a. **Second Shift:** The Employee starts work after 3:00 p.m. or finishes his/her shift after 8:00 p.m.
- b. **Third Shift:** The Employee finishes his/her shift after 12:00 midnight or starts work prior to 4:30 a.m.
- c. **Snow Days:** When school closes due to inclement weather it is mandatory for bargaining unit members to report to work. They shall receive one (1) day of paid vacation for each day the School District closes due to inclement weather and the Employee works the required day.
- d. **Restriction:** Shift differential premium will apply only when actually worked or assigned.

Subd. 7. Shift Supervision & Mileage/Elementary/Secondary:

- a. **Elementary:** The building engineer in each elementary school shall schedule with the Coordinator, Custodial Services a minimum of one (1) hour per week or four (4) hours per month to be used for the supervision of Employees on second shift and training of new custodians. This provision shall apply only when school is in session. These hours shall be a part of the building engineers' 40-hour work week.
- b. **Secondary:** The building engineer in each secondary school shall schedule with the Coordinator, Custodial Services a minimum of two (2) hours per week or eight (8) hours per month to be used for the supervision of Employees on the second and third shifts and training of new custodians. This provision shall apply only when school is in session. These hours shall be a part of the building engineers' 40-hour work week.
- c. **Mileage:** The above hours must be scheduled in advance with the Coordinator, Custodial Services on a monthly basis. In the event the scheduling of said hours above requires the building engineer to make an additional trip to and from work, mileage will be paid at the School District's approved rate.

Section 4. Paid Holidays:

Subd. 1. 2010-2011 Holidays: The following eleven (11) paid holidays shall be granted for the 2010-2011 work year.

Independence Day Holiday	July 2 and 5
Labor Day	September 6
Thanksgiving Day Holidays	November 27 & 28
Winter Holidays	December 24 & 27
New Year's Day Holidays	December 31
President's Day	February 21
Spring Holiday	April 22
Memorial Day	May 30

Any holiday specified above which falls within an Employee's vacation period shall not count as a vacation day. Any Employee who shall be asked to work on any legal holiday shall be paid double time, with a minimum of two (2) hours work to be provided.

Subd. 2. 2011-2012 Holidays: For the 2011-2012 work year, eleven (11) paid holidays shall be granted. These holidays will be determined by the School Board prior to July 1, 2011, and may include: Independence Day, Labor Day, Thanksgiving Day, Winter Holidays, New Year's Day, Martin Luther King Jr. Day and/or President's Day, Spring Holiday and Memorial Day.

Subd. 3. School in Session on Paid Holiday: If school is in session on any of the days, the day may be taken on a day mutually agreed upon by the Superintendent or designee and the Employee's Exclusive Representative.

Section 5. Uniforms:

Subd. 1. New & Replacement Uniforms: The School District will furnish all new bargaining unit members with five (5) uniforms. Annually, thereafter, the School District will furnish three (3) replacement uniforms or the dollar equivalent of School District approved work apparel. Employees in the following job titles will be furnished with five (5) replacement uniforms:

Mail/Courier/Delivery Person	District Carpenter
Warehouse Personnel	District Carpenter Lead person
Outside Person	District Maintenance Person
Outside Person/Ice Arena	District Maintenance Lead person
District Painter	District Master Electrician

The School District shall not incur expense beyond the cost of three (3) or five (5) replacement uniforms per custodial Employee.

Subd. 2. Maintenance Coveralls: The School District will furnish coveralls for maintenance Employees.

Subd. 3. Building Coveralls: The School District will provide two (2) pairs of regular coveralls and two (2) pairs of insulated coveralls in each building for the Employees' use.

Subd. 4. Requirement: All bargaining unit members except the Health & Safety Specialists will be furnished with uniforms and required to wear uniforms at work. Exceptions may be allowed through management.

**ARTICLE VII
DISCIPLINE**

Section 1. Discipline: An Employee will be disciplined only for just cause. Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by the signature of the Employee. The Employee, the chief Union steward, and the Union shall receive a copy of such reprimands and or notices upon written permission from the Employee.

Section 2. Voluntary Termination: All Employees must submit at least a two (2) week notice when voluntarily terminating employment with the School District.

**ARTICLE VIII
BASIC SCHEDULES AND RATES OF PAY**

Section 1. Wage Scale:

Subd. 1. The wages reflected in this schedule shall be a part of this Agreement for the period July 1, 2010 through June 30, 2012.

Subd. 2. During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of the Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an Employee shall be compensated according to his/her current rate until a successor Agreement is entered into.

Subd. 3. SALARY SCHEDULE for the period July 1, 2010 through June 30, 2011:

	STEP 1 <u>HRLY/MTH</u>	STEP 2 <u>HRLY/MTH</u>	STEP 3 <u>HRLY/MTH</u>	STEP 4 <u>HRLY/MTH</u>	STEP 5 <u>HRLY/MTH</u>	STEP 6 <u>HRLY/MTH</u>	STEP 7 <u>HRLY/MTH</u>
CLASS I*	11.30 / 1959						
CLASS II	11.30 / 1959						
CLASS III		12.72 / 2205	14.14 / 2452	15.54 / 2693	17.52 / 3037	18.30 / 3172	20.81 / 3606
CLASS IV		13.13 / 2276	14.63 / 2536	16.58 / 2874	18.96 / 3286	19.80 / 3431	22.31 / 3868
CLASS V		13.25 / 2297	14.79 / 2564	16.75 / 2904	19.35 / 3354	20.28 / 3515	23.00 / 3987
CLASS VI			15.29 / 2650	17.26 / 2991	19.68 / 3412	20.57 / 3566	23.34 / 4046
CLASS VII				17.50 / 3033	20.21 / 3503	21.19 / 3673	23.93 / 4148
CLASS VIII				17.77 / 3081	20.94 / 3629	21.87 / 3790	24.78 / 4295
CLASS IX				18.55 / 3216	21.31 / 3694	22.24 / 3855	25.17 / 4363
CLASS X				19.68 / 3412	22.38 / 3880	23.36 / 4050	26.27 / 4553
CLASS XI				20.73 / 3592	23.49 / 4071	24.42 / 4232	27.51 / 4768
CLASS XII				25.84 / 4479	29.04 / 5033	30.25 / 5243	34.29 / 5944

Subd. 4. SALARY SCHEDULE for the period July 1, 2011 through June 30, 2012:

	<u>STEP 1</u> <u>HRLY/MTH</u>	<u>STEP 2</u> <u>HRLY/MTH</u>	<u>STEP 3</u> <u>HRLY/MTH</u>	<u>STEP 4</u> <u>HRLY/MTH</u>	<u>STEP 5</u> <u>HRLY/MTH</u>	<u>STEP 6</u> <u>HRLY/MTH</u>	<u>STEP 7</u> <u>HRLY/MTH</u>
CLASS I*	11.30 / 1959						
CLASS II	11.30 / 1959						
CLASS III		12.72 / 2205	14.14 / 2452	15.54 / 2693	17.52 / 3037	18.30 / 3172	21.07 / 3652
CLASS IV		13.13 / 2276	14.63 / 2536	16.58 / 2874	18.96 / 3286	19.80 / 3431	22.59 / 3916
CLASS V		13.25 / 2297	14.79 / 2564	16.75 / 2904	19.35 / 3354	20.28 / 3515	23.29 / 4037
CLASS VI			15.29 / 2650	17.26 / 2991	19.68 / 3412	20.57 / 3566	23.64 / 4097
CLASS VII				17.50 / 3033	20.21 / 3503	21.19 / 3673	24.23 / 4200
CLASS VIII				17.77 / 3081	20.94 / 3629	21.87 / 3790	25.09 / 4349
CLASS IX				18.55 / 3216	21.31 / 3694	22.24 / 3855	25.49 / 4418
CLASS X				19.68 / 3412	22.38 / 3880	23.36 / 4050	26.59 / 4610
CLASS XI				20.73 / 3592	23.49 / 4071	24.42 / 4232	27.85 / 4828
CLASS XII				25.84 / 4479	29.04 / 5033	30.25 / 5243	34.72 / 6018

Subd. 5. Part-time Rates: Those part-time custodians working regular 4-hour shifts will be paid at the Class I hourly rate.

Subd. 6. Overtime Computation: Hourly rates are used for computing overtime rates only. Shift differentials will be included in computation of overtime rates if applicable.

Subd. 7. Career Increments: A \$.17 per hour career increment differential will be paid to all Employees who have ten (10) or more years of consecutive employment in Independent School District 279. An additional \$.14 per hour career increment differential will be paid to all Employees who have twenty (20) or more years of consecutive employment in Independent School District 279.

Subd. 8. Licenses/Certificates: The following rates will be paid for appropriate licensure/certificates.

	<u>2010-2011</u>	<u>2011-2012</u>
Pool License	\$.18/hr	\$.18/hr
Back Flow Preventer	\$.18/hr	\$.18/hr
Specialist	\$.21/hr	\$.21/hr
CDL License	\$.36/hr	\$.36/hr
Second Class	\$.36/hr	\$.36/hr
First Class	\$.42/hr	\$.42/hr
Chief	\$.47/hr	\$.47/hr
Maintenance Electrical	\$1.87/hr	\$1.87/hr
Fork Lift Operator	\$.17/hr	\$.17/hr

Subd. 9. Licensed/Certificates Compensation: Employees will be eligible for this additional amount with the following stipulations: Class III building level custodians will be compensated for the highest level boiler license held regardless of job classification and job description requirements. In Classifications IV and above, Employees will be paid for the license(s) held regardless of the job description requirement with the exception of the CDL license, which will be compensated only if the job description requires that licensure. A custodian must have a copy of his/her license on file in Human Resources to be eligible for this increment.

Subd. 10. Shift Differential: All shift assignments shall be made by the Coordinator, Custodial Services in accordance with the needs of the School District. Second-shift lead persons, ice arena and the district painter will not be paid a shift differential. The following procedures apply: These shifts are not worked the year round and the hours worked on these shifts have been calculated for the year. Time worked on Shift II or Shift III, including holidays, equals 190 eight-hour days. The amount payable is divided by 24 pay periods and payable July 1, through June 30. If directed by the Coordinator, Building and Grounds or the Coordinator, Custodial Services to perform work outside of regular shift, per hire or job description, Employee shall be paid at the hourly shift rate as indicated below.

Effective Date: July 1, 2010 through June 30, 2011:

	<u>2010-2011</u>	<u>2011-2012</u>
Shift II (evening)	\$.92/hr	\$.92/hr
Shift III (night)	\$1.02/hr	\$1.02/hr

Shift II payments: 190 days x 8 hours per day = 1,520 hours x \$.92 per hour = \$1,398 additional salary. Twenty four payments of \$58.25, July 1 through June 30.

Shift III payments: 190 days x 8 hours per day = 1,520 hours x \$1.02 per hour = \$1,550 additional salary. Twenty four payments of \$64.58, July 1 through June 30.

Subd. 11. Ice Arena Rotation Pay: Ice arena shifts are not worked the year round and the hours worked on these shifts have been calculated for the year. Time worked on rotation is 23 weeks or 920 hours. Total payment = \$258. The amount payable will be paid in equal installments of \$10.75 per check from July 1 through June 30.

<u>2010-2011</u>	<u>2011-2012</u>
\$.28 per/hr (920 hours)	\$.28 per/hr (920 hours)

Subd. 12. Mail Clerk Security Premium: The premium for the mail clerk will be based on 177 days or 1,416 hours for the year. Total payment for ~~2008~~2010-200911 = \$793. Twenty four payments of \$33.04, July 1 through June 30. Total payment for ~~2009~~2011-201012 = \$793. Twenty four payments of \$33.04, July 1 through June 30.

<u>2010-2011</u>	<u>2011-2012</u>
\$.56 per/hr (177 days/1,416 hrs)	\$.56 per/hr (177 days/1,416 hrs)

Subd. 13. Floor Covering Stipend: Floor covering workers do not work the year round and the hours worked as a floor covering work are calculated at 11 weeks or 55 days x 8 hours x \$.57 per hour or 440 hours per year. Total payment @ \$.57 per hour = \$250. A total of \$.12 per hour will be paid from July 1 through June 30. (2,080 hr/yr x \$.12 per hr = \$250)

<u>2010-2011</u>	<u>2011-2012</u>
\$.12 per/hr (55 days/440 hours)	\$.12 per/hr (55 days/440 hours)

Subd. 14. Building Engineer/2 Sites: A building engineer shall be paid an additional \$.22 per hour for responsibility of two (2) sites.

Subd. 15. Building Engineer Differential: The following building engineer differential rates will be paid to eligible building engineers as designated below:

<u>2010-2011</u>	<u>2011-2012</u>
\$.40 per/hr	\$.40 per/hr

- a. Building engineers receiving the building engineer differential must be able to perform the mechanical operations, with appropriate training, in a qualified manner as determined by the Coordinator, Buildings and Grounds and/or the Coordinator, Custodial Services, within one year from the start date at the designated site.

Subd. 16. Building Engineer Replacement: Any building engineer replacement assigned by the, Coordinator, Custodial Services who takes over for the regularly assigned building engineer and fills this position shall be paid \$10.00 per day.

Subd. 17. Work Requirements: It is understood that the work of a custodian or building service Employee shall include all maintenance work and repair work needed to maintain the building in good condition. The maintenance work may include, therefore, in addition to cleaning - plumbing repairs, glazing, painting, carpentry repairs, etc.

Subd. 18. Placement on Schedule: Step movement will be based on anniversary date of employment with each full year of employment qualifying the Employee for movement to the next step.

Subd. 19. Payment Upon Termination: In the event of employment termination the Employee will be paid in full to include all monies due no later than the next regular pay day for his/her position.

Section 2. Retirement Incentive Pay:

Subd. 1. Eligibility: Full-time Employees who have completed at least fifteen (15) years of continuous service, in any capacity with the School District, who are at least fifty (50) years of age, shall be eligible for retirement incentive pay, pursuant to the provisions of this Section, upon submission of a written resignation accepted by the School Board.

Subd. 2. Exclusion: This Section shall apply only to Employees whose service, in any capacity with the School District, has been full-time defined by this Agreement and whose service began prior to July 1, 1998. For custodians whose employment began after this date, the provisions of this Section will not be applicable.

Subd. 3. Calculation of Benefit: An Employee shall be eligible to receive as incentive pay, upon his/her retirement, the amount obtained by multiplying sixty percent (60%) of his/her unused number of sick leave days, but in any event not to exceed ninety (90) days times his/her daily rate of pay.

Subd. 4. Determination of Daily Rate: In applying these provisions, an Employee's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation.

Subd. 5. Payment Schedule 50-54: A custodial Employee who retires at age 50-54 shall receive their incentive pay on July 20 if their birth date is between January 1 and June 30 in the year they reach age fifty-five (55). If their birth date is between July 1 and December 31, they shall receive their incentive pay on January 20 of the following year.

Subd. 6. Payment Schedule 55 and Over: Incentive pay for retirement at or after age fifty-five (55) shall be paid by the School District on July 20 of the same year if the retirement date is between January 1 and June 30. If the retirement date is between July 1 and December 31, it shall require payment on January 20 of the following year.

Subd. 7. Exceptions: Incentive pay shall not be granted to any Employee who is discharged by the School District.

Section 3. Section 125 Plan. The School District shall provide a Section 125 Plan under the Internal Revenue code for all Employees.

Subd. 1. Description: The Section 125 Plan (Flexible Spending Plan) offered by the School District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three accounts allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a "Cafeteria Plan" for federal income tax purposes.

The plan year will commence January 1 through December 31 of each year. There are three components to the plan:

1. Health insurance premium deduction with pre-tax dollars.
2. Dependent care reimbursement account.
3. Medical expense reimbursement account

Section 4. Retirement Savings Plans: In accordance with Section 457 or 403b of the Internal Revenue Code and M.S. 356.24, the School Board will match the contribution of an eligible Employee according to the following schedules towards either the Minnesota State Deferred Compensation Program (Section 457) or an approved 403b tax sheltered annuity plan. The plan must meet the School District's guidelines for approval. These contributions shall be paid annually (the custodial contract year).

Subd. 1. District Annual Match: The School District's match of an eligible full-time custodian's contribution will be the amount listed below. The School District's match is applicable only for eligible full-time custodian contributions made towards the School District's approved 403(b) plan.

Custodians Whose Service Began Prior to July 1, 1998	District Annual Match
Step 7 (must contribute a minimum of \$660 to get the District Annual Match)	\$660*

Custodians Whose Service Began After July 1, 1998	Minimum District Annual Match	Maximum District Annual Match
Step 5 (must choose one dollar amount)	\$440	\$880*
Step 6 (must choose one dollar amount)	\$440	\$880*
Step 7 (must choose one dollar amount)	\$440	\$880*

*Custodians may choose to defer more than the annual match amount. Federal law determines the maximum amount an individual can contribute annually.

ARTICLE IX GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd. 1. Basic Group Health and Hospitalization Plans:

a. Single Coverage:

1. The School District will provide a monetary contribution not to exceed \$473.77 per month for Single coverage for each full-time custodian employed by the School District who qualifies for and enrolls in the School District's basic group health and hospitalization plan.
2. Any portion of the premium amount that exceeds the School District contribution will be paid by the Employee and paid by payroll deduction.

b. Employee +1 Coverage:

1. The School District will provide a monetary contribution not to exceed \$710.96 per month for Employee +1 coverage for each full-time custodian employed by the School District who qualifies for and enrolls in the School District's basic group health and hospitalization plan and who qualifies for dependent coverage.
2. Any portion of the premium amount that exceeds the School District contribution will be paid by the Employee and paid by payroll deduction.

c. Family Coverage:

1. The School District will provide a monetary contribution not to exceed \$1,137.49 per month for Family coverage for each full-time custodian employed by the School District who qualifies for and enrolls in the School District's basic group health and hospitalization plan and who qualifies for Family coverage.
2. Any portion of the premium amount that exceeds the School District contribution will be paid by the Employee and paid by payroll deduction.

Subd. 2. Deductible/VEBA:

a. Single Coverage:

1. The School District will pay the total premium cost for Single coverage for each full-time custodian employed by the School District who qualifies for and enrolls in the School District's ~~high~~ deductible group health and hospitalization plan.

b. Employee +1 Coverage:

1. The School District will pay seventy-five percent (75%) of the total premium cost for Employee +1 coverage for each full-time custodian employed by the School District who qualifies for and enrolls in the School District's high deductible group health and hospitalization plan.

c. Family Coverage:

1. The School District will pay seventy-five percent (75%) of the total premium cost for Family coverage for each full-time custodian employed by the School District who qualifies for and enrolls in the School District's high deductible group health and hospitalization plan.

d. VEBA Contribution:

1. For those Employees who elect to participate in the ~~high~~ deductible health and hospitalization plan, the School District will make an annual contribution to a VEBA trust for the Employee as follows:
 - a) For Employees who select Single coverage, the School District will contribute \$624.00 annually;
 - b) For Employees who select Employee +1 coverage, the School District will contribute \$1,140.00 annually;
 - c) For Employees who select Family coverage, the School District will contribute 1,320.00 annually.
2. Employees who elect to participate in the deductible plan and initially enroll (first time only) effective July 1, 2010, will receive the full annual school

district contribution described in paragraph 1 above to the VEBA trust upon their enrollment. Thereafter these Employees will receive the annual VEBA contributions pro-rata. (Annual contribution/12 x number of months enrolled) in equal installments consistent with the payroll cycle.

3. Employees not eligible under paragraph 2 above who elect to participate in the deductible plan will receive the annual VEBA contribution pro-rata (annual contribution/12 x number of months enrolled) in equal installments consistent with the payroll cycle.

e. The School District will pay the cost for the administration of the deductible health and hospitalization plan and any trustee fees.

Subd. 3. Married Couples in District with Family Coverage: When an Employee and his/her spouse are both employed by the School District and are eligible for the School District's group health and hospitalization plan, one Employee will be provided the contribution for Family Deductible coverage in the plan. Any additional cost of the premium will be borne by the Employee and paid by payroll deduction.

Section 2. Group Term Life Insurance: The School Board shall contribute the full amount for coverage per year toward the premium for group term life insurance for all full-time custodians employed by the School District who qualify for and enroll in the School District's group term life insurance plan. Full-time custodians who qualify and enroll will be covered by group term life insurance to a maximum of the lesser of \$50,000 or one (1) times base annual salary calculated to the nearest \$500.

Section 3. Supplemental Group Term Life Insurance: Custodial Employees shall have the option, subject to the conditions established by the School Board's carrier, for group term life insurance as provided in Section 2, to purchase supplemental group term life insurance in the amounts of either \$55,000, \$65,000, \$85,000, or \$100,000, not to exceed three (3) times annual salary. The cost of the supplemental coverage shall be borne by the Employee and paid by payroll deductions.

Section 4. Long-Term Disability Income Protection: The School Board shall contribute the full premium for the long-term disability income protection plan for all full-time custodians employed by the School District who qualify for and enroll in such coverage. This coverage shall apply to the base annual salary.

Section 5. Dental Insurance:

Subd. 1. Single Coverage: The School Board shall pay the full premium for individual coverage for each full-time Employee who qualifies for and enrolls in the School District's group dental insurance plan.

Subd. 2. Family Coverage: The premium cost of the family/dependent coverage for each full-time Employee who qualifies for and enrolls in the School District's group dental

insurance plan and who qualifies for family/dependent coverage shall be paid in total by the Employee and paid by payroll deduction. Whether the School District offers family/dependent coverage is subject to the conditions as established by the carriers.

Section 6. Workers' Compensation: The School Board shall provide workers' compensation (See Article X, Section 1, Subd. 9 and 10).

Section 7. Eligibility for Group Insurance:

Subd. 1. Full-time custodians are eligible for group insurance. Those Employees employed on a full year schedule consisting of thirty-two (32) or more hours per week shall be considered full-time for purposes of eligibility for group insurance. Qualifications shall include those established by the School Board and the carrier of the coverage.

Subd. 2. Enrollment: All Employees qualifying shall enroll for such coverage's in accordance with the procedures established by the School Board.

Section 8. Insurance Program Eligibility in the Event of Retirement: A custodian who retires is eligible to participate in the health/hospitalization plan and/or dental plan for a period of fifteen (15) years upon retirement, but must pay the entire premium for the plan selected. The right to continue participation in such plan, however, will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

**ARTICLE X
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Earn: All full-time custodians shall accrue sick leave at the rate of eight (8) hours per month.

Subd. 2. Accumulation: Unused sick leave days may accumulate to an unlimited number of days per Employee. Such accrual shall be non-retroactive. If an Employee is discontinued and has used more sick leave than entitled to, such excess amount shall be deducted from the last pay check.

Subd. 3. Use: Sick leave with pay shall be allowed by the School Board whenever a custodian's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days, provided that the custodian has unused sick leave at the time of such absence. Custodians are entitled to request sick leave in one (1) hour increments. Sick leave may also be used for the illness of a minor child as provided for in M.S. 181.9413 (sick or injured child care leave); provided the Employee has unused sick leave at the time of such absence.

Subd. 4. Medical Verification: The School District may require a custodian to furnish a medical certificate from a qualified physician as evidence of illness, indicating such

absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a custodian for sick leave is reserved to the School District. In the event that a medical certificate will be required, the custodian will be so advised.

Subd. 5. Accrual Deduction: Sick leave allowed shall be deducted from sick leave days accrued by the custodian.

Subd. 6. Approval: Sick leave pay shall be approved only upon submission of a signed request on the authorized sick leave pay request form provided by the School District.

Subd. 7. Payroll Deduction: Any days used in excess of the number of days of sick leave earned and accrued will be deducted from the custodian's salary for the pay period during which the absence not covered by sick leave occurred.

Subd. 8. Options:

- a. 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 by the Employee and the Employee's accrued sick leave. When the Employee's sick leave balance is exhausted, upon request of the Employee, the difference will be paid from the Employee's available vacation.
- b. Upon the request of an Employee who is absent from work and is receiving compensation under the School District's long-term disability program, the School District will pay the difference between the compensation received pursuant to the long-term disability program by the Employee and the Employee's regular rate of pay to the extent of the Employee's accrued sick leave. When the Employee's sick leave balance is exhausted, upon request of the Employee, the regular rate of pay will be paid to the extent of the Employee's available vacation.

Subd. 9. Conditions for Options in Subdivision 8 Above:

- a. A deduction shall be made from the Employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement workers' compensation or long-term disability.
- b. Such payment shall be paid by the School District to the Employee only during the period of disability.
- c. In no event shall the additional compensation paid to the Employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the Employee.
- d. An Employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act or who is compensated by the long-term disability

program, who elects to receive sick leave or vacation pay pursuant to this Agreement shall submit his/her workers' compensation check and/or long-term disability payment endorsed to the School District, prior to receiving payment from the School District for his/her absence.

Section 2. Family Illness:

Subd. 1. Use: Full-time Employees may be granted up to a maximum of ten (10) days absence per year, upon approval of the Assistant Superintendent, Human Resources for illness in the Employee's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, children who do not meet the minor child definition of M.S. 181-9413¹, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the Employee. These days will be deducted from accrued sick leave. If the Employee does not have sufficient accrued sick leave, there will be a salary reduction based on the daily rate of pay.

¹ M.S. 181-9413 defines "child as an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school. Article X, Section 1, Subd. 3. b. applies in the event of minor child illness.

Section 3. Bereavement Leave:

Subd. 1. Use-Immediate Family: Full-time custodians will be granted up to but not to exceed five (5) days for absence due to death of each member of the Employee's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the Employee. Such absences shall be deducted from accrued sick leave. If the Employee does not have sufficient accrued sick leave there will be a salary reduction based on the Employee's daily rate of pay. Additional absence, but not to exceed five (5) additional days may be granted.

Subd. 2. Use – Not Immediate Family: Absence due to the death of a person not listed in Subd. 1 will be limited to one (1) day per occurrence. Such absence will be deducted from accrued sick leave. If the Employee does not have sufficient accrued sick leave there will be a salary reduction based on the Employee's daily rate of pay.

Section 4. Personal Leave: A full-time Employee will be credited one (1) personal leave day each year, accumulative to five (5) days. Personal leave may be used in half-day or full-day increments, and used for activities requiring the Employee's personal attention not covered under other provisions of this Agreement.

Subd. 1. Requests: Requests for personal leave must be made in writing to the Assistant Superintendent, Human Resources at least three (3) days in advance of the leave, except in the event of emergencies. This day(s) will not be deducted from sick leave.

Subd. 2. Limit: At no time shall more than two percent (2%) of the Employees covered by this Agreement be granted personal leave.

Subd. 3. Exclusion: A personal leave day will be granted the first or last day of the student school year. The leave will only be granted for special circumstances with written explanation by the Employee and approval of the Assistant Superintendent, Human Resources.

Section 5. Jury Duty: A custodian summoned to jury duty will be granted time off with pay.

Subd. 1. Notice to District: Custodians who receive a summons for jury duty are to notify Human Resources immediately of the proposed dates of service.

Subd. 2. Remittance of Stipend: Custodians who receive a stipend for jury duty are to reimburse the School District for the amount received, minus the mileage allowance if they were on jury duty during school time.

Subd. 3. Pay: Custodians will have no loss of pay as a result of jury duty if the provisions of Subdivisions 1 and 2 are met. Failure to do so will result in a salary reduction based on the Employee's daily rate of pay.

Section 6. Long-Term Leave: Eligibility: Custodial Employees with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence once during their district employment. Additional leaves may be granted at the discretion of the Assistant Superintendent, Human Resources for health reasons.

Subd. 1. Duration: Leave may be granted for a period of time up to one (1) year.

Subd. 2. Insurance: An Employee on an approved long-term leave is eligible to participate at his/her own expense in the health and hospitalization and dental program of the School District. This participation will be subject to the conditions prescribed by the insurance carrier.

Subd. 3. Benefit Accrual: An Employee on approved long-term leave shall retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the Employee is on leave.

Subd. 4. Purpose: Consideration for granting long-term leaves will be given for:

Health	Election to Political Office
Re-Training or Career Change	Approved Travel
Education	Family Reasons (Issues)

Subd. 5. Requests: Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the administrator in charge for his/her recommendation. Final approval will be made by the Assistant Superintendent, Human Resources.

The number of staff on approved leave at any given time shall not exceed two percent (2%) of the total custodial staff.

Subd. 6. Reinstatement: An Employee returning from long-term leave may return to the same position occupied prior to the leave by bumping the least senior Employee in that position subject to the following conditions:

- a. That the position has not been abolished
- b. That the Employee is not physically or mentally disabled from performing the essential functions of such position

Subd. 7. Notification to Return: An Employee on long-term leave will be sent a notice of assignment from Human Resources by certified mail according to the following schedule:

- a. When the return date of said leave is intended to coincide with the opening of school, notification shall be given by April 1 of the preceding school year.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year.

Subd. 8. Failure to Return Notice: The Employee shall lose all re-employment rights if the Employee refuses or fails to return the notice of assignment by certified mail within ten (10) days.

Section 7. Short-term Leave (Ten (10) Days or Less):

Subd. 1. Salary: Short-term leave shall be without pay.

Subd. 2. Duration: Short-term leave may be granted for no more than ten (10) working days over the term of this Agreement.

Subd. 3. Requests: Requests for short-term leave shall be made five (5) days in advance except in the case of emergencies. The request shall be on a leave of absence request and shall clearly state the reason for such request.

Subd. 4. Approval: Short-term leave may be granted only in special circumstances and must be approved by the Assistant Superintendent, Human Resources.

Subd. 5. Eligibility: Short-term leave shall normally be available no more than once every year.

Subd. 6. Limit: At no time shall no more than three (3) percent of the Employees covered by this agreement be granted a short-term leave.

Section 8. Child Care Leave:

Subd. 1. Purpose: A custodian may 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.

Subd. 2. Request: A pregnant Employee shall notify the Assistant Superintendent, Human Resources in writing not 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.

A male Employee shall make a request for such leave not less than ninety (90) days in advance of usage. The Employee shall submit a written request to the Assistant Superintendent, Human Resources 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.

Subd. 3. Pregnancy: If the reason for the child care leave is occasioned by pregnancy, an Employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. During this period of disability, the Employee shall be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). A pregnant Employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Date of Leave: The effective beginning date of such leave and its duration, or resignation if the Employee so elects, shall be determined by the Assistant Superintendent, Human Resources and submitted to the School Board for its action. In recommending the effective date of commencement and duration of the leave or the effective date of the resignation, the Assistant Superintendent, Human Resources shall review each case on its individual merits taking into consideration the following:

- a. The request of the Employee
- b. The specific employment duties of the Employee involved
- c. The health and welfare of the Employee or unborn child
- d. The recommendation of the Employee's physician

Subd. 5. Duration: In making a determination concerning the commencement and duration of a child care leave of absence, the School Board may, but shall not in any event be required to:

- a. Grant any leave more than twelve (12) months in duration
- b. Permit the Employee to return to 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.

Subd. 6. Approval of Leave: If the Employee complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the Employee in writing of its action.

Subd. 7. Termination of Leave: Interruption of pregnancy will terminate the child care leave. Human Resources may require in all cases forty-five (45) days notice to return.

Subd. 8. Reinstatement: An Employee returning from child care leave shall be re-employed in the position for which the Employee occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished
- b. That the Employee is not physically or mentally disabled from performing the duties of such position

Subd. 9. Failure to Return: Failure of the Employee to return pursuant to the date determined in this Section may constitute grounds for termination in the School District.

Subd. 10. Probationary Period: The parties agree that the applicable periods of probation for Employees as set forth are intended to be periods of actual service enabling the School District to have opportunity to evaluate an Employee's performance. The parties agree, therefore, 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.

Subd. 11. Salary: The parties further agree that any child care leave of absence granted under this Section shall be a leave without pay.

Subd. 12. Experience Credit: An Employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The Employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 13. Insurance: An Employee on child care leave is eligible to participate in group health or dental insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium, following FMLA, for such programs as the Employee wishes to retain. The right to continue participation in such group insurance programs, however, will terminate if the Employee does not return to the School District pursuant to this Section.

Subd. 14. Notification to Return: An Employee on child care leave will be sent a notice of assignment from Human Resources by certified mail at least sixty (60) days prior to the specified return of said leave.

Subd. 15. Failure to Return Notice: The Employee shall lose all re-employment rights if the Employee refuses or fails to return the notice of assignment by certified mail within ten (10) days.

Section 9. Adoption Leave: Purpose: A custodian may, upon request, be granted a leave for the adoption of a child.

Subd. 1. Request: An Employee making application for adoption leave shall inform the Assistant Superintendent, Human Resources in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 2. Date of Leave: The effective beginning date of such leave and its duration or resignation if the Employee so elects, shall be determined by the Assistant Superintendent, Human Resources and submitted to the School Board for its action.

Subd. 3. Use of Sick Leave: An Employee may request to use up to 15 days of personal sick leave to assist in needed medical and health care for the child, commencing the date of the child's arrival in the Employees custody.

Subd. 4. Duration: In making a determination concerning the commencement and duration of an adoption leave, the School Board shall not in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration.
- b. Permit the Employee to return to his/her employment prior to the date designated in the request for adoption leave.

Subd. 5. Reinstatement: An Employee returning from adoption leave shall be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished
- b. That the Employee is not physically or mentally disabled from performing the duties of such position

Subd. 6. Failure to Return: Failure of the Employee to return pursuant to the date determined under this Section shall constitute grounds for termination.

Subd. 7. Probationary Period: The parties agree that the applicable periods of probation for the Employees are intended to be periods of actual service enabling the School District to have opportunity to evaluate the Employee's performance. The parties agree, therefore, that periods of time for which the Employee is on adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 8. Experience Credit: The Employee who returns from adoption leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The Employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 9. Insurance: An Employee on adoption leave is eligible to participate in group health or dental insurance programs if permitted under the insurance policy provisions but shall pay the entire premium, following FMLA, for such programs the Employee wishes to retain. The right to continue participation in such group insurance programs will terminate if the Employee does not return to the School District pursuant to this Section.

Subd. 10. Notification to Return: An Employee on adoption leave will be sent a notice of assignment from Human Resources by certified mail at least sixty (60) days prior to the specified return date of said leave.

Subd. 11. Failure to Return Notice: The Employee shall lose all re-employment rights if the Employee refuses or fails to return the notice of assignment by certified mail within ten (10) days.

Subd. 12. Salary: The parties agree that any adoption leave granted under this Section shall be leave without pay.

Subd. 13. Part-time Benefits: Part-time custodians shall not be eligible for any benefits or leave provisions as contained in this Agreement.

Section 10. Religious Holiday Leave:

Subd. 1. Use: Employees may be granted up to three (3) days of religious holiday leave. Employees must make application to Human Resources at least three (3) days prior to the religious holiday. Human Resources will notify the Employee's supervisor to make the necessary arrangements allowing the Employee to make up the days at some other prearranged time. However, an Employee may utilize provisions outlined in Article XI, Section 1 – Vacation, or Section 5 of this Article - Personal Leave, or Section 1 of this Article - Sick Leave, if so desired. If the Employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

**ARTICLE XI
VACATIONS**

Section 1. Vacation Allowance: Full-time custodial Employees working fifty-two (52) weeks per year will be granted vacation as follows:

a) After one year of consecutive employment	2 weeks
b) After five years of consecutive employment	3 weeks
c) After eleven years of consecutive employment	16 days
d) After twelve years of consecutive employment	17 days
e) After thirteen years of consecutive employment	18 days
f) After fourteen years of consecutive employment	19 days
g) After fifteen years of consecutive employment	4 weeks
h) After nineteen years of consecutive employment	5 weeks

Section 2. Conditions for Vacation Allowances:

Subd. 1. Earn: Vacation must be earned prior to the time it is taken.

Subd. 2. Accumulate: Those Employees who have earned three (3) weeks or more vacation per year will be allowed to carry over up to five (5) days of earned vacation upon approval of the Assistant Superintendent, Human Resources. The additional days will be credited on the Employee's anniversary date and must be used within six (6) months of the anniversary date.

Subd. 3. Time of Year: Normally vacation will only be taken during summer months when school is not in session. Subject to operational demands of the School District, Employees may request vacation at other times. Should vacation time be granted, no substitute or replacement will be employed. This provision is not subject to the grievance procedure.

Subd. 4. Approval: Vacation must be scheduled in advance with the Coordinator, Buildings and Grounds and/or the coordinator, Custodial Services and must be approved by the Superintendent designee. One (1) day vacation may be approved with one (1) day's notice if operational needs permit.

Subd. 5. Resignation: An Employee resigning prior to an earned vacation period (anniversary date through June 30, 2009) is entitled to a pro rata share of vacation time or vacation pay earned upon proper submission to the employer of at least two (2) weeks notice of proposed termination date. Failure on the part of the Employee to give proper notice shall constitute forfeiture of this provision.

Subd. 6. Termination: If an Employee is terminated because of a layoff or reduction in staff, the Employee shall be entitled to a pro rata share of vacation earned. In case of death, the Employee's spouse or estate will be entitled to a pro rata share of vacation earned.

Subd. 7. Illness: Illnesses sustained while an Employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an Employee is on a scheduled vacation shall be counted as holidays and shall not reduce an Employee's accumulated vacation benefit.

Subd. 8. Pro Rata Usage: Vacation may be granted on a pro rata basis prior to an Employee's anniversary date when scheduled through the Coordinator, Buildings and Grounds and/or Coordinator, Custodial Services and approved by the Assistant Superintendent, Human Resources.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an Employee resulting in a dispute or disagreement between the Employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The Employee, supervisor, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf in accordance with state statute.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as week days not designated as holidays in this contract.

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

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred, or the Employee had reasonable knowledge thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Employee and the School Board's designee.

Section 5. Adjustment of Grievance: The School Board and/or designee and the Employee shall attempt to adjust all grievances which may arise during the course of employment of any Employee within the School District in the following manner:

Subd. 1. Informal Discussion: Before a written grievance is submitted, informal discussions shall take place between the aggrieved party and the supervisor. Through these discussions the parties shall attempt to resolve the problem.

Subd. 2. Level I: If the grievance is not resolved through informal discussions between the Employee and their supervisor, the aggrieved party may submit the grievance in writing to the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. The grievant and/or his/her representative must appear at said meeting to present information regarding the grievance. Within ten (10) days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 4. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. The date and time will be designated. The grievant and/or his/her representative must appear at said meeting to present information regarding the grievance. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein, including observance of dates and times of meetings shall constitute a denial of the grievance and the Employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the Employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper 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 PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. **Material Request:** 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:
- 1) The issues involved
 - 2) Statement of the facts
 - 3) Position of the grievant
- b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing. If the School Board submits information to the arbitrator in advance of the hearing, a copy of such information will be simultaneously submitted to the Union.

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 issues before the arbitrator. The proceeding before the arbitrator shall be consistent with the original grievance.

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/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA.

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 will be borne by the requesting party. Any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be shared equally.

Subd. 8. Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this contract, and the provisions of PELRA.

**ARTICLE XIII
DURATION**

Section 1. Terms and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2010 through June 30, 2012. If either party desires to modify or amend this Agreement commencing on July 1, 2010, it shall give written notice of such intent no later than May 1, 2012. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the custodial/maintenance Employees of Independent School District 279. The provisions therein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current term of this Agreement, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except by mutual consent.

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

MEMOS OF AGREEMENT
BETWEEN
OSSEO AREA SCHOOLS (ISD 279) &
MINNESOTA TEAMSTERS PUBLIC & LAW
ENFORCEMENT EMPLOYEES UNION LOCAL #320

<u>TOPIC</u>	<u>PAGE</u>
• Weekend/Holiday Emergency Coverage	I
• Snow Emergency	II
• Part-Time Employees	III

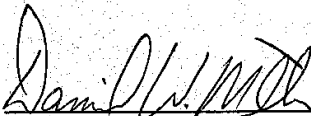
The following pages contain the full text of the Memos of Agreement between District 279 and Minnesota Teamsters Public & Law Enforcement Employees Union Local #320 and which are on file in the Human Resource Department. The Memos of Agreement are published here to enhance communication regarding these topics.

OSSEO AREA SCHOOLS – ISD 279



Director, Labor Relations

Minnesota Teamsters Public & Law
Enforcement Employees Union Local
#320



President

Dated: 12-14-2010

MEMOS OF AGREEMENT

TOPIC: Weekend/Holiday Emergency Coverage

EFFECTIVE DATE: October 1997

Purpose

The purpose of this Memorandum of Agreement is to outline weekend/holiday emergency coverage. To better serve the emergency needs of buildings, one maintenance Employee will be on call 24 hours per day on weekends and holiday to aid in emergency situations.

1. Each weekend, one District Maintenance staff member will carry a digital pager beginning each Friday at midnight extending through Sunday until midnight.
2. The District Maintenance staff member will be paid two hours of overtime per 24-hour period. Saturday's will be compensated at regular overtime and Sunday's will be compensated at double time per contract language.
3. In addition, overtime will be paid for actual time on telephone in consultation with building heads rounded to the quarter hour. A form is to be completed regarding the consultation time and submitted to the supervisor.
4. If it is determined that the assistance of the District Maintenance staff is needed, the callback language in the contract will. If the District.
5. If the assistance of the District Maintenance staff is needed, the expected response time is within one and one-half hours.
6. The supervisor will develop a rotating schedule for the District Maintenance staff. If circumstances arise causing a change in the schedule, the person assigned by rotation will be responsible to find a substitute and alert the supervisor by noon on Friday or noon before assignment is to begin.

MEMOS OF AGREEMENT

TOPIC: Snow Emergency

EFFECTIVE DATE: July 1, 2002

Purpose

The purpose of this Memorandum of Understanding is to outline work expectations during inclement weather and/or District emergencies.

Work Expectations

- ✓ All members of the custodial unit are expected to report to work regardless of the circumstances of the student population.
- ✓ When school closes due to inclement weather it is mandatory for bargaining unit members to report to work.
- ✓ Absence from work will result in a pay deduct.
- ✓ Bargaining unit members shall receive one (1) day of paid vacation for each day the District closes due to inclement weather and the custodian reports for work.
- ✓ Only district supervisors/coordinators may designate varied work hours or assignments.

Custodial Unit Local 320 Members That Qualify for Payment and One Paid Vacation Day

- ✓ All morning and second shift custodians scheduled to work that report and work an 8-hour shift or the work hours designated by the district supervisor/coordinator.
- ✓ All third shift custodians scheduled to work the evening before the day of the school closing that report and work an 8-hour shift or the work hours designated by the district supervisor/coordinator.

Custodial Unit Local 320 Members That Qualify for Payment; However, Will Not Receive a Vacation Day

- ✓ All morning and second shift custodians scheduled to work that had a prearranged and approved absence such as, but not limited to, workers compensation, vacation or personal leave.
- ✓ All third shift custodians scheduled to work the evening before the day of the school closing that had a prearranged and approved absence such as, but not limited to, workers compensation, vacation or personal leave.

Custodial Unit Local 320 Members Whose Absence Will Result in a Pay Deduct

- ✓ All morning and second shift custodians that do not report to work and do not have a prearranged and approved absence such as, but not limited to, workers compensation, vacation or personal leave.
- ✓ All third shift custodians that that did not report to work the evening before the day of the school closing and do not have a prearranged and approved absence such as, but not limited to, workers compensation, vacation or personal leave.

Additional Information

- ✓ Use of personal or family sick leave with pay will be permitted upon furnishing a medical certificate to HR from a qualified physician as evidence indicating such absence was due to illness.
- ✓ Staff that reported to work and do not work an 8-hour day or the work hours designated by the district supervisor/coordinator will be paid for half-day and receive a half-day deduct.

MEMOS OF AGREEMENT

TOPIC: Part-Time Employees

EFFECTIVE DATE: October 2002

Purpose

The purpose of this Memorandum of Agreement is to outline staffing of part-time positions in the event of job elimination of full-time Employees with recall status.

- Part-time positions will be offered to full-time Employees on recall status in seniority order.
- If a full-time Employee on recall status accepts a part-time position, it will not affect recall rights to a full-time position.
- If a full-time Employee declines a part-time position, the full-time Employee will not be offered another part-time position and will remain on recall status for full-time positions only.
- If a full-time Employee accepts a part-time position, the Employee will be compensated according to Classification I.
- Full-time Employees on recall status that accept a part-time position will remain eligible for health, dental and life insurance through COBRA and are responsible for the full cost of the premiums.
- The normal workdays for 4-hour custodians are the 172 student scheduled days as designated by the School Board.
- In the event of illness, part-time Employees report their absence to the building head.
- If a personal need arises, the Coordinator, Custodial Services, may grant time off without pay. Time off is not to exceed five days per year and may be granted only once during the school year.
- Part-time custodians are not eligible for benefit or leave provisions as contained in the Terms and Conditions of Employment.

**MEMO OF UNDERSTANDING
BETWEEN
Osseo Area Schools (ISD 279) & Minnesota Teamsters Public & Law Enforcement Employees
Union Local #320 (Custodial/Maintenance Workers)**

TOPIC: Minnesota Teamsters Public & Law Enforcement Employees Union
Local #320 Severance Pay

EFFECTIVE DATES: June 1, 2007

AGREEMENT:

Subject to the limitations listed below, the school district will contribute severance pay to eligible employees as follows:



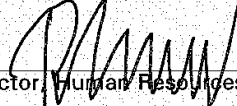
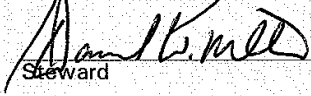
- Post Retirement Health Care Savings Plan - 100% OF PAY

Employees who are exempted from participating in the Post Retirement Health Care Savings Plan, as per IRS guidelines will receive severance pay in a cash payment subject to taxes.

All school district payments will be made according to the timeline and payment schedule as provided in the Terms and Conditions of Employment.

This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

This agreement does not set any precedent for any future issue.

AUTHORIZATION	
OSSEO AREA SCHOOLS - ISD 279	Minnesota Teamsters Public & Law Enforcement Employees Union Local #320
 Asst. Superintendent, Human Resources	 Field Representative
 Director, Human Resources	 Steward
Dated: <u>8-30-07</u>	