

Custodial
Contract
for
2009-2011

**MOUNDS VIEW PUBLIC SCHOOLS
ISD 621**

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CONTRACT

This Contract is made and entered into by and between the INDEPENDENT SCHOOL DISTRICT NO. 621, Ramsey County, Minnesota, hereinafter referred to as the "Employer", and SCHOOL SERVICE EMPLOYEES LOCAL NO. 284, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative of:

All custodial employees who are employed by the Employer more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, including Custodians, and Buildings and Grounds Technicians, but excluding the Coordinator of Maintenance, supervisory employees, confidential employees, and all other employees.

ARTICLE II DUES CHECK-OFF

The Employer agrees to deduct dues for membership in the Union, and from employees who are not members of the Union but benefit from the Union negotiations, and to forward such membership dues to the Union, for any individual employee who has authorized such dues check-off in the following form:

I hereby request the Mounds View School District No. 621 to deduct Union dues from my check each pay period. I hereby waive all right and claim to monies deducted in accordance with this authorization and relieve Independent School District 621 and all its officers and agents from any liability thereof.

Date _____ Signed _____

For those employees who do not wish to be part of the Union, the Employer, upon request of the Union shall be obligated to deduct a fair share fee for negotiations and administration of grievance procedures which shall not exceed eighty-five percent (85%) of the usual and customary monthly dues paid by Union members. If the law is changed to permit a greater deduction, the Union shall be permitted to do so.

ARTICLE III WAGES

Section 3.1 Wage Rates

The following wage rates shall be applicable to employees covered by this Agreement:

	Building & Grounds Technician		Custodian	
	2009-2010	2010-2011	2009-2010	2010-2011
Probation	\$16.69	\$16.69	\$16.56	\$16.56
Regular Rate	\$21.05	\$21.05	\$19.73	\$19.73

Probationary Rate

(Effective Six Months) During the first six months of employment, a new employee will receive the probationary rate of pay after which the employee will progress to the "Regular" rate of pay.

Section 3.2 Longevity

Effective * years after date of hire, the employee shall receive an additional \$__ per hour above the regular rate.

	<u>2009-2011</u>
*After 10 Years	.25
*After 15 Years	.30

A custodian's years of service for longevity will be calculated on the anniversary date of employment as a custodian with the district. Time spent as a substitute will not be use to calculate years of service.

Section 3.3 Wages Above Schedule

(a) Lead Persons shall receive a wage differential at the following hourly rates:

	<u>2009-2011</u>
Lead Custodian - A Shift, All schools	.95
Lead Custodian - B Shift, All Schools	.45

(b) Employees assigned to the "B" and "C" shifts shall receive an hourly shift differential at the following rates:

	<u>2009-2011</u>
"B" Shift	.25
"C" Shift	.30

(c) All appropriately licensed employees shall receive boiler and/or pool license pay based on the following schedule:

2nd Class Boiler .25per hour	Chief Boiler.35 per hour
1st Class Boiler .30 per hour	Pool License.20 per hour

Wage adjustments for license pay will be effective following completion of program and submission of license to the Human Resources Office. It shall be the responsibility of the employee to have a copy of the appropriate unexpired license on file in the Human Resources Office in order to receive license pay for that fiscal year.

All new employees must have a special boiler license prior to completing their probationary period. It shall be the responsibility of the employee to have a copy of the license on file in the Human Resources Office. Failure to obtain and maintain the special class boiler license may result in the commencement of the progressive disciplinary procedure.

Section 3.4 Reclassification of Employees

During the term of this Contract, approximately eleven and seven tenths percent (11.7%) of the custodial work force will be in the Building and Grounds Technician classification. Vacancies in such positions will be posted and in the event there are no qualified people within the District, the Employer will seek qualified outside applicants.

Section 3.5 Mileage Reimbursement

A custodian will be reimbursed for any use of his/her automobile approved by the Employer at the mileage allowance rate established by the Internal Revenue Service for reimbursement purposes.

Section 3.6 Split Building Assignment

The assignment of custodians to split buildings will not be made on a regularly scheduled basis for extended periods of time with the exception of buildings in close proximity including the Ralph Reeder Center and the New Brighton Family Service Center and others by mutual consent of the Union and the District.

Section 3.7 Uniforms

Uniforms will be provided by the District and will be identical from site to site. For the term of this Contract, each new employee will be provided with five (5) shirts and a one hundred dollar (\$100.00) stipend to purchase new jeans during the first year of employment with an option to purchase more at their own expense. Shirts that are unsightly or worn may be turned in for replacement throughout the year at the discretion of management: generally, five (5) replacement shirts per year will be provided. The District will provide each current employee a one hundred dollar (\$100.00) stipend on July 15 of each year to purchase new jeans. Jeans purchased by staff need to be approved by the district. Buildings and Grounds Technicians will receive one (1) pair of safety shoes each year as needed. One pair per year will be approved. Uniforms are to be worn by custodial staff at all times when on duty. Shorts may be worn with the condition that they be hemmed and of an appropriate length. Each custodian is to have long uniform pants available at all times.

ARTICLE IV HOURS AND OVERTIME

Section 4.1 Regular Work Week

Forty (40) hours consisting of five (5) days of eight (8) consecutive hours (exclusive of duty-free lunch period of one-half (1/2) hour), Monday through Friday, shall constitute the regular work week.

Alternate work schedules may be assigned within a building, without posting, by mutual consent of the custodial unit employees, Lead Custodian in the building, Administration and the Union Steward. If mutual consent is not possible, the position will be posted and the affected employee will have rights to exercise his/her seniority in accordance with Section 9.1.

Section 4.2 Shift Schedules

Determination of the hours for shifts shall be solely at the discrimination of the Employer. Two (2) weeks notice shall be given before shift-hour changes. Any regular shift, commencing after 12:00 noon but before 10:00 p.m., will be part of the "B" shift. Any regular shift, commencing at 10:00 p.m. or later but before 4:00 a.m., will be part of the "C" shift. All other shifts will be part of the "A" shift.

Section 4.3 Overtime

Each employee covered by this Contract shall be paid at one and one-half times (1 1/2) his/her regular hourly rate for hours worked in excess of forty (40) hours per week per the guidelines of the Fair Labor Standard Act (FLSA). Sunday and Holiday work shall be at two (2) times the regular hourly rate of pay as directed by a Lead Person or other supervisor. Employees assigned to work jobs involving more than one wage rate will receive a weighted average overtime rate for work beyond 40 hours in a week. Lead Persons may authorize overtime in the case of a building mechanical emergency. Lead persons must obtain specific authorization for all other overtime from their supervisor.

Section 4.4 Compensatory Time

An individual employee, by mutual agreement with the Employer, may elect to receive compensatory time off in lieu of overtime pay. Such compensatory time shall be at the rate of one and one-half times (1-1/2) the actual hours worked. All compensatory time earned and taken is to be reported on the appropriate form. No employee may accrue more than one hundred forty (140) hours of compensatory time. Compensatory time over one hundred forty (140) hours must be paid at the regular overtime rate.

Section 4.5 Call-Back Pay

An employee who is called back to work on an unscheduled basis shall be compensated for a minimum of two (2) hours at two (2) times his/her regular hourly rate.

Section 4.6 Part Time Employees

All provisions of this Contract will be provided on a pro rata basis for part-time custodians.

ARTICLE V DISCIPLINE AND DISCHARGE

Section 5.1 Probationary Period

Every new employee shall serve a probationary period of six (6) consecutive months, during which period the Employer shall have the unqualified right to discipline or discharge such employee without assigning any reason therefore, and without recourse to the grievance procedure. An employee promoted or transferred to a new position shall be on probation for six (6) consecutive months during which period the Employer shall have the right to return the employee to his/her position, subject to the grievance procedure.

An employee promoted to a higher rated classification shall not have his/her wage rate reduced below the wage rate for his/her previous classification because he/she is serving a new probationary period.

Section 5.2 Discharge or Discipline

After completion of the initial probationary period, any employee may be discharged for cause. Dishonesty, theft, and immoral conduct are causes for immediate discharge. For all other causes, the employee will be suspended pending a dismissal hearing by the Employer and the Union representatives.

Section 5.3 No Discrimination

No employee shall be discriminated against because he/she is not a member of the Union. The Employer and the Union mutually agree to comply with all applicable State and Federal laws and regulations regarding discrimination against any individual because of such person's race, color, creed, religion, national origin, sex, age, or education.

Section 5.4 Discipline and Discharge

If an employee has a deficiency of such magnitude that a written record is made of it, the employee and the Union Steward shall be furnished with a copy of the report. Records of deficiency one (1) year or older, shall be removed at the employee's request if the deficiency has been satisfactorily corrected. Uncorrected deficiencies shall be called to the attention of the employee and the Union in writing. Reasonable time and assistance will be granted for the correction of deficiencies. Employees who fail to correct deficiencies will be asked to resign or be discharged. Discharge under terms of Section 5.4 shall be subject to the grievance procedure.

ARTICLE VI VACATIONS AND HOLIDAYS

Section 6.1 Vacation Eligibility Date

An employee's eligibility for vacation with pay during any annual period commencing July 1 and ending June 30 will be determined according to such employee's length of service with the Employer as of July 1. For purposes of vacation eligibility under Section 6.2 (but not under Section 6.4) an employee hired between July 1 and December 31 will be considered to have completed one (1) full year's service on the July 1 following his/her employment date. An employee hired on or before the 15th of the month will receive credit of one (1) full month for purposes of computing sick leave and vacation time. Employees hired after the 15th of the month will not receive credit until completion of the following full month.

Section 6.2 Vacation Allowance Schedule

An employee who has completed less than eight (8) full years as of the vacation eligibility date will receive vacation with pay of one (1) day per month actually worked during the twelve (12) months preceding the vacation eligibility date, up to a maximum of ten (10) days vacation.

An employee who has completed eight (8) or more but less than thirteen (13) full years of service as of the vacation eligibility date will receive a vacation with pay of one and one-half (1 1/2) days per month actually worked during the twelve (12) months preceding the vacation eligibility date, up to a maximum of fifteen (15) days of vacation.

An employee who has completed thirteen (13) full years and less than eighteen (18) full years of service as of the vacation eligibility date will receive a vacation of two (2) days per month actually worked during the twelve (12) months preceding the vacation eligibility date, up to a maximum of twenty (20) days vacation.

An employee who has completed eighteen (18) full years of service or more as of the vacation eligibility date will receive twenty-five (25) days vacation. After July 1, 1982, an employee who has completed twenty-five (25) full years of service or more as of the vacation eligibility date will receive thirty (30) days vacation.

Subd. 1: Employees shall be allowed to take vacation as it accumulates except as provided in Section 6.3. The maximum amount of unused vacation which shall be allowed to accumulate is the current year's, July 1 to June 30, accumulation plus the previous year's, July 1 to June 30, accumulation. Excess unused vacation will be forfeited on July 1.

Subd. 2: For purposes of this Section, employees hired July 1, 1990 and thereafter shall be eligible for a maximum of five (5) weeks vacation.

Subd. 3: A custodial employee with five (5) or more weeks of vacation may elect to submit up to two (2) weeks of that vacation in increments of no less than five (5) days per year for reimbursement at the rate of four hundred dollars (\$400) weekly. Employees wishing to exercise this option must provide Human Resources with a minimum of fifteen (15) days written notice.

Section 6.3 Vacation During Probationary Period

No employee may use vacation leave during his/her initial probationary period. However, upon completion of the probationary period, time worked during the probationary period will be considered as part of the employee's length of service for determining vacation eligibility.

Section 6.4 Termination of Employment

An employee who terminates employment by reason of death or disability, or who voluntarily resigns shall be entitled to receive pro rata vacation pay for unused vacation pay upon termination of employment except as above.

Section 6.5 Vacation Requests

Vacation must be pre-approved by the employer. The employer shall endeavor to provide employees with a vacation response within five (5) working days of the request. Any employee who is entitled to more than two (2) weeks vacation time may take the additional vacation time he/she is entitled to during any part of the school year upon approval of the Building Manager. Requests for vacation that are of a week's duration or longer must be submitted at least fourteen (14) days in advance. If an employee entitled to more than two (2) weeks, takes vacation on non-school days, the request will be approved. The Employer shall have the right to shift personnel so that no building will be left unattended.

Section 6.6 Holidays

There shall be eleven (11) paid holidays per year all of which will be designated by the Administration prior to April 1 of each year. In order to be eligible for holiday pay, an employee must work the last regular work day immediately before the holiday and the first regular work day immediately following the holiday, unless the employee's absence qualifies for sick leave, bereavement leave, personal leave or jury duty pay.

When Christmas Eve and New Year's Eve fall on regularly scheduled work days, an employee who has completed his/her assigned duties will be permitted to leave up to four (4) hours early, upon approval from his/her immediate supervisor; provided however, that no secondary building shall be left unattended as a result. An employee required to work the extra four (4) hours will be given compensatory time off.

ARTICLE VII LEAVES AND ABSENCES

Section 7.1 Unpaid Leave of Absence

Custodial employees may apply for an unpaid leave of absence for up to one (1) year without pay which may be granted at the discretion of the Employer and in accordance with existing District leave guidelines. Examples of requests for such leave would include leave for education; to serve in public office; to explore career opportunities; or for extenuating personal circumstances. Return to work upon expiration of leave will comply with the provisions stated in Subdivision A below. Employees on an unpaid leave of absence will retain their original starting date, but may not accrue sick leave or vacation and will be eligible to continue benefits only at their own expense.

Subd. A Return to Work An employee on unpaid leave of absence shall notify the Employer in writing of their intent to return to the District at least two (2) weeks prior to the expiration of the leave. Failure to so notify the District will constitute a resignation from the District after the District has attempted to contact the employee by mail at the employee's last known address.

An employee coming back to work after a medical leave of absence in less than eighteen (18) months will revert to his/her original position. An employee who is physically capable of returning to work after being absent for more than eighteen (18) months but less than (60)

months will be eligible to return to the next available open position in the same classification (no guarantee to a specific shift) based on qualifications and seniority. Employees absent from work due to medical reasons for more than sixty (60) months will have no future rights to a position. Employees returning to work after an unpaid leave of absence for reasons other than medical may displace the least senior employee in the same classification and shift as held prior to the leave of absence.

Section 7.2 Sick Leave Allowance

Each full-time employee covered by this Agreement will be granted one (1) full day of leave allowance for each month of employment after July 1, 1972. Such leave allowance may only be used under the terms and conditions set forth in this Article VII. Unused portions of an employee's leave allowance under this Section and previous sick leave policies may be accumulated without limit. Accumulation of leave allowance under previous sick leave policies will commence as of July 1, 1955 for regular full-time employees.

Section 7.3 Sick Leave Use

One (1) day of leave may be used by an employee for each day of necessary absence due to illness or injury. Use of the employee's accumulated sick leave shall be allowed for the care of a sick or disabled; spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents and grandchildren. The Employer may require the employee to furnish a medical certificate as evidence of illness or injury. All medical expenses incurred during the examination that are not covered by insurance will be paid by the Employer. No employee may receive more than his/her regular rate of pay for any day of absence. Worker's compensation payments received by an employee will be deducted from sick leave pay.

Section 7.4 Sick Leave Notice of Absence

In order to be eligible for pay for any day of absence, an employee on the "A" shift must notify their supervisor as far in advance as possible and at least one-half (1/2) hour before they are scheduled to report for work, unless advance notice is impossible. Employees on the "B" or "C" shift must notify their supervisor as far in advance as possible and at least four (4) hours before they are scheduled to report for work, unless advance notice is impossible.

Section 7.5 Bereavement Leave

Up to five (5) days leave allowance may be used by an employee for necessary absence due to death of an employee's spouse, child, parent, brother, sister, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law. Up to three (3) days leave allowance may be used by an employee for necessary absence due to the death of an employee's grandparents or the spouse's grandparents. Such leave must be approved in advance by the employee's supervisor, unless advance approval is impossible, in which case notice shall be given to the employee's supervisor as soon as it is possible.

Section 7.6 Personal Leave

Upon advance notice and arrangement with the employee's supervisor, up to a total of three (3) days leave may be used by an employee during any one (1) contract year. Personal leave for employees who are hired after July 1 will be prorated. Reasons for personal leave need not be divulged. This leave does not accumulate from year to year.

Section 7.7 Jury Duty

An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/her regular salary and the fee received for such jury duty. An employee excused from jury duty for one-half (1/2) day or more shall report for work.

Section 7.8 Temporary Openings

A position is defined as that which is created by the extended absence of an employee due to disability, extending over a period of more than forty-five (45) work days but not to exceed eighteen (18) months. A vacant position may be held for more than forty-five (45) working days by mutual consent of the Custodial Union and the School District.

Temporary positions shall be filled by qualified applicants who respond to postings of the position in the same manner as the regular posting procedure. Employees holding temporary positions will be paid the salary the position is regularly paid. After eighteen (18) months, the position would be posted as a regular position.

Holders of temporary "A" Lead and Building and Grounds Technician positions will return to the position held immediately prior to the temporary appointment. Holders of other temporary positions will return to the position held by the least senior employee in the same classification and shift (but not necessarily the same building) he/she held immediately prior to the temporary appointment. Current employees may not apply for temporary positions that are in the same classification and shift as their current position. An employee holding a temporary position would be eligible to apply for any and all bid openings that occur during the temporary appointment.

ARTICLE VIII INSURANCE

Section 8.1 Life Insurance

Each full-time employee is eligible for group term life insurance, including accidental death and dismemberment, in the amount of fifty thousand dollars (\$50,000) for 2009-2011. The Employer will pay the entire premium for such coverage. Each employee has the option to purchase supplemental group life and accidental death and dismemberment coverage in the amount up to equal the basic coverage provided by the District. Each employee shall pay the premium for such supplemental coverage through payroll deduction.

Section 8.2 Long Term Disability

Each full-time employee is eligible to participate in the long-term disability insurance program provided by the Employer. The Employer pays the entire premium for such coverage. An employee may not use sick leave for any day of absence for which he/she is eligible for long-term disability insurance benefits.

Section 8.3 Hospitalization-Medical Insurance

Effective July 1, 2001, the Employer contribution will be equal to the contribution provided for the certified employees. Each employee enrolled in this program shall contribute through payroll deduction, an excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which such employee is enrolled. The Union agrees that it will not support any grievances relating to alleged inequities filed by an employee without dependents who claims discrimination in relation to an employee dependent coverage, nor will the Union encourage any lawsuits in relation to the same. An employee who chooses not to participate in the District insurance plan shall forfeit any right to monetary gain in lieu of insurance premium.

Section 8.4 Health Reimbursement Account (HRA)

During the 2009-2011 Contract year, the Employer will contribute annually the amount of six hundred dollars (\$600.00) for individual coverage and twelve hundred dollars (\$1,200.00) for dependent coverage into a health reimbursement account chosen by the Employer for reimbursement of IRC Section 213(d) medical expenses incurred by themselves and their spouses and dependents. The employee must be enrolled in the High Deductible Health Plan to be eligible for the contribution.

Section 8.5 Dental Insurance

Effective July 1, 2001, the dental insurance contribution for each full-time custodial employee will be provided equal to that contribution provided for certified staff. Each employee shall contribute through payroll deduction, any excess of the monthly premium over the maximum Employer contribution.

ARTICLE IX SENIORITY

Section 9.1 Layoffs

The purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. If an employee's position is eliminated or the hours are reduced, the employee, if qualified, shall have the right to (in this order):

- (a) fill any vacant position in the employee's classification and shift (A-, B-, or C-shift) at the time the employee is displaced.
- (b) If there are no vacant positions, the employee will have the right to displace the least senior employee in the same classification and shift.
- (c) If there are no employees in the same classification and shift with less seniority, the employee will have the right to displace the least senior employee in the next lower classification and/or shift.
- (d) If the employee who is proposed for layoff based on the above process is not the least senior custodian on the master seniority list, he/she will displace the least senior employee (excluding BGT and A shift lead custodians) on the master seniority list, regardless of shift.
- (e) Senior employee, regardless of hours, shall have the right to bump a less senior employee provided they are qualified.

Both parties agree to define the B shift and C shift in accordance with Section 4.2 without regard to days of the week. The regular A shift is a Monday through Friday schedule. The irregular A shift is any other combination of scheduled workdays. There is no 'regular' vs. 'irregular' differentiation for B or C shifts.

In no event will an employee displace another employee with greater seniority.

Classifications are defined as, Lead Building and Grounds Technician, Building and Grounds Technician, Lead Custodian, Custodian. For the purposes of layoff, the descending order of classifications and shifts is:

Lead Building and Grounds Technician
Building and Grounds Technician
Lead Custodian - A shift
Lead Custodian - B shift
Custodian - A shift, Regular Schedule
Custodian - A shift, Irregular Schedule
Custodian - B shift
Custodian - C shift

A displaced Lead Custodian - A Shift may elect to displace an A shift custodian in lieu of a B shift custodian. Any displaced custodian may elect layoff in lieu of exercising his/her seniority rights.

Reductions in the Buildings and Grounds Technician classification will be made based on qualifications. The rate of pay of displaced Building and Grounds Technicians will be frozen at the rate of pay that they earned as a Building and Grounds Technician until such time that their pay in the new classification exceeds their Buildings and Grounds Technician salary. If a new Building and Grounds Technician position becomes available within eighteen (18) months of layoff, the most senior displaced Building and Grounds Technician will be recalled to the new position.

For a period of eighteen (18) months from the date of layoff, if any opening occurs in the School District, the employee with the most seniority shall have first choice to be rehired if the position is at or lower than the employee's previous classification. Failure to accept a recall within ten (10) working days of receipt of the certified mail recall notice shall result in loss of seniority rights and termination of employment.

For recall purposes, seniority shall be determined by total service within the School District's Custodial Bargaining Unit. In the event of duplicate hiring dates, the date on the original School District employment form shall determine seniority. The employee with the oldest employment form date shall be considered to have the greatest seniority.

Before any layoff, position elimination or reduction and before any recall, the Employer will meet with the Union Steward to review the process.

In addition, a laid off employee will be given the option of additional summer casual hours, subject to continued School District funding for such summer employment. A custodian on layoff accepting summer casual work will receive the probationary rate of pay and may not accrue additional vacation or sick leave. Such employees shall continue to receive the regular School District contribution for health, dental and life insurance during the two (2) month period of summer employment.

Effective upon the date of layoff, vacation balances will be paid to the employee on layoff and sick leave balances will be frozen until such time as the employee accepts a regular assignment.

Section 9.2 Vacancies

New positions or vacancies of more than forty-five (45) working days duration will be posted on the district web site and in each building for a period of five (5) working days. Applicants for posted positions must submit their application to the hiring supervisor in writing. The local steward of the Union will be furnished a list of all full-time unit applicants for the position by the hiring supervisor upon request. Provided one (1) or more of the applicants is qualified, and all applicants are current maintenance employees, an applicant will be assigned to the job within five (5)* working days after the close of the posting period whenever possible. If the pool of qualified applicants includes both internal and external applicants, an applicant will be assigned to the job within ten (10)* working days, whenever possible.

No employee will be permitted to hold rights to more than one (1) posted job. Employees may apply for any regular vacancy, including a different school location or a different shift from their existing assignment.

The Union may offer suggestions relative to qualifications of applicants. However, the final decision for advancements, transfers, or promotions will be made by the Employer, subject to the grievance procedure. * If it is not possible to award a job within these stated time frames, the Local 284 steward will be advised as to the reason.

Section 9.3 Loss of Seniority

An employee who is properly discharged or resigns, or who has been laid off for a period of eighteen (18) months without being recalled, or who fails to report to work upon two (2) weeks notice of recall, shall forfeit all seniority rights. In the event of re-employment, he/she shall serve a new probationary period and his/her seniority rights shall begin as of the date of his/her re-employment.

Section 9.4 Notice of Layoff

In the event an employee’s position is eliminated or hours are reduced, the District shall provide the affected employee in writing with at least thirty (30) calendar days before the elimination or reduction is to take place.

ARTICLE X SEVERANCE

Section 10.1 Severance Pay Eligibility

Full-time custodial bargaining unit employees, who have completed fifteen (15) years of continuous service shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. No custodial employee shall be eligible for severance pay if the custodial employee is discharged by the School District.

Section 10.2 Eligibility

This Article shall apply only to custodial employees whose service has been full-time as defined by this Agreement.

Section 10.3 Severance Pay

Eligible custodial employees, upon separation, shall receive as severance pay, the amount obtained by multiplying the then daily rate of pay times the percentages listed below, based on years of service. In no event will the employee be eligible for more than the maximum number of days as indicated below.

<u>Years of Service</u>	<u>% of Sick Leave</u>
15	50% up to a maximum of 90 days
20	55% up to a maximum of 120 days
25	60% up to a maximum of 150 days
30	70% up to a maximum of 180 days
35	80% up to a maximum of 210 days
40	90% up to a maximum of 240 days

Section 10.4 Daily Rate

In applying these provisions, custodial employees daily rate of pay shall be the basic daily rate at the time of separation as provided in the contract of the custodial employees for the year completed just prior to separation. In addition, all daily rates for differential pay averaged over the previous three (3) years will be added to the daily rate for purposes of separation pay. All licenses must be maintained for the three (3) years prior to separation in order for those differentials to apply to the daily rate.

Section 10.5 Payment

Severance pay shall be paid by the School District in two (2) equal annual installments.

Section 10.6 Survivor Benefits

The spouse or estate of full-time custodial employees, who have completed fifteen (15) years of service (actual years worked) and die while an active Mounds View custodian, will receive the employee’s severance pay in accordance with Sections 10.3, 10.4 and 10.5.

Section 10.7 Medical and Dental Insurance

Custodial employees who apply for severance and are at least fifty-five (55) years of age shall be eligible to remain in the existing group health and hospitalization insurance and group dental insurance as follows:

Effective July 1, 2009 eligible retirees shall receive retirement health insurance and shall remain eligible for the same Board contributions toward single and dependent coverage as the Board contributes for retired teachers for nine (9) years from the month of retirement.

Eligible retirees shall receive the same District contribution for dental insurance coverage as regular custodial employees for nine (9) years from the month of retirement.

Rights to continue coverage through COBRA or Minnesota Continuation runs concurrent with coverage as a retiree.

Section 10.8 Life Insurance

Custodial employees who apply for severance and are at least fifty-five (55) years of age will be eligible for basic life insurance coverage of \$50,000 as follows:

Eligible retirees shall receive the same District contribution for life insurance as regular custodial employees for nine (9) years from the month of retirement.

Rights to continue coverage through COBRA or Minnesota Continuation runs concurrent with coverage as a retiree.

Section 10.9 Retroactivity

This Article shall apply to custodial employees who retire during the term of this Agreement and to all custodians who have previously retired from the District.

ARTICLE XI MATCHING TAX DEFERRED ANNUITY PLAN

Section 11.1 Description.

The Mounds View Matching Tax Deferred Annuity plan is designed to encourage custodians to develop a financial plan for their future by providing a matching contribution to a custodians tax deferred annuity plan according to his/her eligibility as specified herein. The matching annuity program is subject to the rules as entitled under Minnesota State Statutes 352.96 and 356.24 and Internal Revenue Service code 403B.

For custodians hired on or after June 30, 2009, the provisions of this Article replace the contractual provisions of Article X which provide for a severance payment and post retirement District contributions towards health, dental and life insurance .

Section 11.2 Eligibility.

Custodians whose service has been full time as defined by this agreement and who have completed one (1) year of service with the District, will be eligible for a matching District contribution. Custodians on leaves or layoff may not participate in the matching program.

Section 11.3 District Matching Contribution.

The maximum annual District contribution shall be based on years of service with Mounds View School District according to the following schedule:

At the beginning of the employee's--Year of Service with the District	District Matching Contribution 2009-2011
1st year	0

2-3 years	\$1000
4+ years	\$1500

Custodians in their first (1st) year of service may participate in the 'plan' without a match. The District match will begin in their second (2nd) year of service.

Subd 1. The annual year for District contributions shall be July 1 though June 30. Changes in District matching amounts, based on years of service completed as of June 30 will be made on July 1 of each year.

Subd 2. Custodians must establish participation in a tax sheltered annuity plan, as defined by Minnesota Statutes, before the District will begin matching contributions to that plan. To begin participation, the employee must submit a completed salary reduction form to the Payroll Office. In order to receive the maximum annual amount, the salary reduction form must be received by June 15. If the salary reduction form is received after June 15, the annual amount of the District matching contribution will be prorated based on the remaining number of months in the fiscal year. Once established, participation will continue at the same rate until the Payroll Office is notified of any change.

Subd 3. The District match will be divided evenly over 24 paychecks up to the maximum annual amount. Employees may not recover District matching contributions for years in which they chose not to participate or participated at a level below the maximum District contribution.

Section 11.4 Years of Service.

A custodian's years of service for district matching contributions will be determine in the same manner that years of service for vacation eligibility under Section 6.1.

Section 11.5 Transition Provisions.

The purpose of the matching tax sheltered annuity plan is to replace the severance payment and post retirement District insurance contributions provided for in Article X of the Master Custodian Contract.

Custodians hired prior to June 30, 2009 may continue to be eligible for benefits under Article X or may irrevocably choose to participate in the matching tax sheltered annuity plan. The election to participate in the matching tax sheltered annuity plan must be made by June 30, 2009. Payments will begin on July 1, 2009. Upon retirement, they will be eligible for the severance payment provided for in Article X. They will not be eligible for the post retirement District contribution for health, dental and life insurance. The amount of the severance payment will be reduced by the amount of all matching contributions made by the District. Upon retirement they will not be eligible for any District contribution towards medical, dental or life insurance premiums.

Article XII Miscellaneous

Section 12.1 Physical Examination

All new employees must complete and pass a physical examination prior to completing the probationary period. A Mantoux test or chest x-ray may be required prior to date of hire if required by the Commissioner of Health. The Employer may require a physical examination of any employee at any time by a physician of the Employer's choice. Such physical examination shall be at the expense of the Employer and without deduction from pay for time lost. The employee may also submit a statement from his/her physician.

Section 12.2 Safety

The School District and custodial employees will perform their job duties in compliance with provisions of the School District's Health and Safety Plan and applicable OSHA requirements. An employee has the right to refuse the use of equipment they consider unsafe and shall report the problems to the lead person as soon as possible.

Section 12.3 Technology

A working computer will be provided in the custodial office in each District owned building.

Section 12.4 Emergency Closing of Schools

When schools are closed for emergencies other than bomb threats custodians will report to work or use personal or vacation time for their absence. Pre-arranged personal, sick, or vacation will be deducted.

When schools are closed due to bomb threats custodians will contact their direct supervisor for assignment to an alternative site for that days shift or notify their direct supervisor of their intent to use personal leave or vacation for their absence. Pre-arranged personal, sick, or vacation will be deducted.

ARTICLE XIII MUTUAL RESPONSIBILITY

The Employer and the Union mutually recognize the needs of the public, and that the right of students and residents of this District to the continuous and uninterrupted operation of their schools is of paramount importance. The Union agrees that during the term of this Contract it will not engage in, support or encourage any work stoppages or slowdowns.

Section 13.1 Staff Development and Training

In recognition of the benefits of having a highly trained and motivated staff, required training programs established by the School District for custodial employees shall be provided free of charge.

ARTICLE XIV GRIEVANCE AND ARBITRATION

Section 14.1 Grievance

A "Grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Contract.

Section 14.2 First Step

Employees with a grievance shall take the matter up with their supervisor within five (5) scheduled working days after the alleged original occurrence of the grievance. If the parties fail to agree within five (5) scheduled working days or the immediate supervisor fails to adjust the alleged grievance within five (5) scheduled working days after the grievance is made, the employee shall present his/her grievance to the Union grievance committee for the purpose of determining further appeal.

Section 14.3 Second Step

An employee who is not satisfied with the disposition of his/her grievance at the first step may file a copy of the written statement of his/her grievance with the designated Human Resources Representative within ten (10) working days after the alleged original occurrence of the grievance. Human Resources will schedule a meeting with the Union within ten (10) days upon receipt of the written grievance. If the parties fail to agree or the matter has not been satisfactorily resolved within five (5) working days after the grievance has reached the second step, the employee shall present his/her grievance to the Union grievance committee for the purpose of determining further appeal.

Section 14.4 Third Step

Within ten (10) working days after the grievance has reached the second step, the Union grievance committee, if not satisfied with the disposition of the employee's grievance, may assist the employee in filing with the Superintendent a written request for a meeting with the School Board regarding the grievance. At its next regularly scheduled meeting, the School Board shall set a time for a meeting of the employee and the Union grievance committee with the Board, or with a representative of the Board, which meeting should take place no later than the next succeeding regularly scheduled meeting of the Board or in any event no more than twenty (20) working days following the written request for a hearing at the fourth step. If the grievance is not satisfactorily resolved at such meeting, it shall be referred to arbitration in accordance with the terms of this Article XIII.

Section 14.5 Submission to Arbitration

The Union may submit to arbitration any grievance that has been properly processed through the third step of the formal grievance procedure. The Union must file with the Superintendent a written notice of intention to arbitration not more than thirty (30) working days after the meeting with the Board under step three. The parties shall first attempt to agree upon an arbitrator. If an agreement is not reached within three (3) working days, either party may petition the Bureau of Mediation Services for assistance under the Public Employment Labor Relations Act of 1971 as amended. The parties shall share equally the costs and fees of the arbitration. The cost of the transcript or recording, if requested, shall be borne by the party requesting a copy of the transcript.

Section 14.6 Jurisdiction and Authority of Arbitration

The arbitrator shall have jurisdiction only over those grievances that have been properly submitted to arbitration in accordance with the terms of this Contract. The arbitrator shall have no power to add or subtract from, or change, modify or amend in any way, the terms and conditions of employment set forth in this Contract; nor shall the arbitrator have any power to hear or determine any dispute involving matters of inherent managerial policy. The decision of the arbitrator shall be subject to all the limitations of arbitration decisions set forth in the Public Employment Labor Relations Act of 1971 as amended.

Section 14.7 Representation

Any employee, supervisor, or the School Board may be represented at any stage of the formal grievance procedure by any person or agent designated by such party to act in his/her behalf.

Section 14.8 Time Limitations

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as maximums and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of an employee or the Union to comply with the limitations specified shall constitute a waiver of the grievance. Failure of a supervisor or the School Board to act within the time limitations specified shall constitute a denial of the grievance and shall permit the employee or the Union to proceed to the next stage.

ARTICLE XV MANAGEMENT RIGHTS

Section 15.1 Authority and Power of the Employer

The laws of the State of Minnesota have vested in the Employer full authority and power to manage, control and direct the operation of the School District, and to adopt, modify, or repeal policies, rules and regulations for the District. All such authority and power of the Employer shall continue unimpaired, except as limited by specific provisions of the Contract.

Section 15.2 Provisions Contrary to Law

Any portion of this Contract which violates any provisions of the laws of Minnesota or the United States, or any rules and regulations promulgated thereunder, either now or hereafter, shall be null and void and

without force and effect. If any provisions of this Contract or the application or any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application or circumstances. The Employer reserves the right to amend any provision of this Contract as necessary to comply with federal or state laws or rules and regulations promulgated thereunder, subject to the grievance procedure.

ARTICLE XV I DURATION AND RENEGOTIATION OF CONTRACT

Section 16.1 Term of Contract

This Contract shall become effective as of July 1, 2009 and shall continue in full force and effect to and including June 30, 2011 and thereafter until modifications are made pursuant to the PELRA of 1971 as amended.

Section 16.2 Effect of Contract

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract, are hereby superseded.

Section 16.3 Modification

Either party desiring to modify this Contract must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Contract shall set forth as inclusively as possible all proposed modifications sought by the party. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

Section 16.4 Negotiations During Term

The parties mutually acknowledge that during the negotiations which resulted in this Contract, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Contract. For the duration of this Contract, the Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Contract, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed; provided, however, that any or all of the provisions of this Contract may be opened for negotiations at any time by mutual consent.

MEMORANDUMS OF UNDERSTANDING

Substitute Custodians

For the term of the 2009-2011 Contract, District 621 and School Service Employees Local #284 representing custodial employees, mutually agree to allow the School District to employ on an on call basis such personnel as it deems necessary or desirable as contract substitute custodians to replace absent custodians. A contract substitute custodian is defined, for purposes of this Memorandum of Understanding, as a substitute custodian performing duties for the School District for sixty-seven (67) days or more in a calendar year. Contract substitutes will receive an hourly wage as determined by the District. Contract substitute custodians shall not be eligible for any benefits or provisions of this Contract except for the salary listed above. The District will provide the Union Steward the names of the contract substitutes on May 30, August 30 and December 30. This Memorandum will sunset at the end of the 2009-2011 Contract.

Training

Training is a priority and quarterly meetings will be held on custodial cleaning. This will sunset on June 30, 2009.

Committees:

A joint committee of representatives of the employer and the employee will be convened to establish and review:

- a) Boiler license requirements
- b) Vacation and Sick Leave Request Procedure
- c) Cleaning standards at individual sites
- d) Overtime allocation//procedure

Procedures will be posted in all custodial rooms.

IN WITNESS WHEREOF, the parties have executed this Agreement this 9th day of February, 2010 as follows:

INDEPENDENT SCHOOL DISTRICT NO. 621 SCHOOL SERVICE EMPLOYEES NO .284

_____ Chairperson	_____ Date	_____ Business Representative	_____ Date
_____ Clerk	_____ Date	_____ Steward	_____ Date
_____ Superintendent	_____ Date	_____ Steward	_____ Date
_____ Director of Human Resources	_____ Date	_____ Negotiator	_____ Date
		_____ Negotiator	_____ Date
		_____ Negotiator	_____ Date
		_____ Negotiator	_____ Date
		_____ Negotiator	_____ Date

Mounds View Public Schools do not discriminate on the basis of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, or disability.

**Published by the Human Resource Department of
Independent School District 621**