

Labor Agreement

Between

**Independent School District 877
Buffalo-Hanover-Montrose Schools**

and

**School Service Employees
Local 284, AFL-CIO**

**Custodian, Maintenance, Grounds, A.V. Technician,
Laundry and Warehouse**

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2007-2009

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ARTICLE I

PURPOSE

Section 1. Parties: This Agreement, entered into between Independent School District No. 877, Buffalo, Minnesota, hereinafter referred to as the School District and School Service Employees, Local No. 284, AFL-CIO, hereafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment of custodians/maintenance persons, grounds keeper, audio visual technician, laundry and warehouse person during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School Board recognizes the SCHOOL SERVICE EMPLOYEES, LOCAL NO. 284, as the exclusive representative for custodial and maintenance employees employed by the school board of Independent School District No. 877, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

ARTICLE III

SCHOOL DISTRICT RIGHTS

Section 1. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform reasonable services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by the School Board rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the Board and its duly designated officials to promulgate rules, regulations, directives and orders as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void without force and effect, but shall have no effect upon the other provisions of this Agreement.

Section 2. 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 includes, 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 3. 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 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 IV

EMPLOYEE RIGHTS

Section 1. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off under P.E.L.R.A. of 1971 as amended. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Section 2. Fair Share: The exclusive representative warrants that it will only implement fair share deductions in accordance with the applicable Minnesota Statutes.

ARTICLE V

DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: The term custodian/maintenance person, grounds keeper, audio visual technician, laundry and warehouse person shall mean all persons the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, employees excluded from the definition of "public employee" contained in Minn. Stat. 179A.03, subd. 14 as amended, and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971 as amended.

Section 4. Description of School District: The School District shall include Independent school District 877, its School Board and authorized representative of the Board.

ARTICLE VI

RESIGNATIONS, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the School District during the time which the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during the probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. Upon the request of the employer or the employee, the probationary period may be extended by mutual consent for a period of not to exceed three (3) more months.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

Section 3. Probationary Period, Change of Classification: In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probation period if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his or her former classification. The employee may have the right to return to his or her former position within three (3) calendar months. Following completion of serving the new probationary period of three (3) calendar months the employee must remain in the position for a period of three (3) additional months before bidding on another job within the school district, unless a job is posted that is for a higher rate of pay than the employee is currently receiving. This section deals with permanent part-time too.

Section 4. Resignations: Ten (10) working days notice shall be given prior to the effective date for resignations and employee lay-offs. Employee's not giving the above notice shall forfeit all accrued benefits at the time of termination. The Union desires that all employees comply. If the employee does not report his/her absence for three consecutive days, the absence may be considered a resignation.

Section 5. Temporary Positions: The District may assign a custodian to a temporary position for up to six (6) months.

Section 6. Employment Level Changes and Step Placement: The School Board reserves the right to set qualifications and to select and direct the work force. Management is vested with the authority to place newly hired or promoted employees on any step of the wage schedule. The nature of the position, employee experience, recent training and number of applicants will be considered when extraordinary step placement occurs. In the event an existing employee is awarded a position in a different pay category, the employee will be placed on a step commensurate with their current step or higher.

ARTICLE VII

LEAVES

Section 1. Paid Holidays: The paid holidays are as follows: (1) New Year's Day, (2) Presidents' Day, (3) Friday during spring break, (4) Memorial Day, (5) July 4th, (6) Labor Day, (7) Thanksgiving Day, (8) the day after Thanksgiving, (9) Christmas Day, (10) one floating holiday to be determined by the School Board or designee.

If a holiday falls during an employee's vacation time, an additional day will be granted. Two times an employees rate of pay shall be paid for employees who are called upon to work on a holiday unless it is previously agreed to substitute another day in lieu of. The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another day in lieu thereof. Also, for school sponsored events, the School District may make a mutual agreement with an employee to work that day and take another day off in lieu of that day. If no employee volunteers, the Director of Building and Grounds will assign an employee to work and that employee may have another day off in lieu of that day.

Section 2.

Subd. 1. Vacations: Vacations earned, based on the employees personal anniversary date, shall be granted upon three days advance notice and approval of the Director of Building & Grounds (B&G). No more than one employee per building shall be on such vacation unless approved by the B&G. Two (2) full-time employees may be on vacation at the same time from BHS and BCMS, however, these buildings are limited to one (1) employee being on vacation the week before school starts and the last week of school. This number shall exclude those employees on long term medical leave but include employees absent with unpaid leave. All full-time employees who are eligible for more than eleven (11) days of vacation must take five (5) of their vacation days during a time when school is not in session, these need not be consecutive days. The B&G may make exception to these requirements. Vacation allotments shall be granted as follows:

Years of Complete Service **Paid Vacation Days* Granted**

1 - 7	11 days
8 - 14	16 days
15 - 21	21 days
22 +	26 days

* A vacation day is defined as the number of hours the employee is regularly scheduled to work in a workday.

Subd. 2. Incentive: In any contract year, an employee employed two (2) or more years, who does not use sick leave or personal leave for any period of six (6) consecutive months within that contract year, will be eligible for one (1) additional vacation day per year. Calculation will take place every July 1st and the additional vacation day must be scheduled during the summer, subject to the approval of the Director of Building and Grounds or a time mutually agreed.

Section 3. Sick Leave:

Subd. 1. Earn: An employee shall earn sick leave at the rate of 15 days per year or 1¼ day per month for those employees hired during the school year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee.

Subd. 3. Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating that such absence was due to illness, in order to qualify for sick leave pay. Normally, after three (3) consecutive days of sick leave, a request for a physician's certificate may be requested. The final determination as to eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. Parent or Spouse: An employee may request up to two (2) days paid sick leave absence due to the illness of a spouse or parent. After utilization of these two (2) days an employee will have deducted two (2) days of sick leave for each absence due to the sickness of a spouse or parent. There shall be a maximum of 10 sick days per fiscal year for this provision.

Subd. 6. Signed Form: Sick leave pay shall be approved only upon submission of a signed request on the authorized sick leave pay request form available at the office.

Section 4. Workers Compensation: The following procedure will be utilized in calculating workers compensation's last payroll for employees eligible for workers compensation under the State guidelines:

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

Subd. 2. Methods of Payment: An employee who elects to receive sick leave pay pursuant to this policy, shall select one of two methods of payments as follows:

Method 1: The employee will turn the Worker's Compensation check over to the School District and receive full pay from the School District for each day missed to the extent the employee has sick leave accumulated.

Method 2: The employee may keep the Worker's Compensation check and the District will deduct two-third's salary for each work day missed. The District will pay the employee one-third of his or her salary deducting that amount from sick leave.

The School District shall not be obligated to change the method of payment once the employee has made his/her selection of the method.

Subd. 3. Duration: Payment for sick leave shall be paid by the School District to the employee only during the period of disability.

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

Section 5. Jury Leaves: Leave will be granted those who are asked to service on jury duty. No deduction in salary will be made, but custodians are required to reimburse the School District the salary received for jury duty. Travel expenses received in connection with jury duty shall remain with the employee. If the jury is adjourned four (4) hours or more before the end of the employed shift, the employee shall return to their duty station.

Section 6. Personal Leave: One (1) day per year shall be granted by the Director of Human Resources for the following personal reasons that cannot be taken care of after school or on Saturdays. Request for personal leave shall be made in writing at least three (3) days in advance, unless in the case of an emergency.

- a. Closing for sale or purchase of a principal residence
- b. Court proceedings involving an adoption, juvenile delinquency or divorce, when a party to the proceeding
- c. Matters pertaining to the settlement of a relative's estate
- d. Examinations related to employment such as boiler tests or pool certification
- e. Pallbearer or funeral service of a relative or close friend
- f. Wedding in the immediate family
- g. Emergency causing serious physical damage to residential property
- h. Father present at childbirth
- i. Graduation of a child

One (1) personal day per year without a reason shall be granted by the Director of Human Resources. Request for personal leave shall be made in writing at least three (3) days in advance, unless in the case of an emergency.

Section 7. Bereavement Leave: In the event of the death of spouse, father, mother, son or daughter, each regularly employed person may have up to five (5) days per incident, non-accumulative, without salary deductions. In the event of the death of brother, sister, mother-in-law or father-in-law, brother-in-law, sister-in-law, grandparents, or grandchild, the number of days without salary deductions may be up to three (3) days per incident, non-accumulative. Further necessary time beyond that already provided may be allowed from the employee's sick leave accumulation subject to approval of the Director of Human Resources.

Section 8. Medical Leave:

Subd. 1. Unpaid: An employee, who has completed the probationary period who is unable to perform their duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, for up to one (1) year. This leave may be renewed at the discretion of the School District

Subd. 2. Insurance: A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's. The employee shall pay the entire premium for insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance.

Section 9. Unpaid Leave: Application for leaves of absence may be considered by the Board of Education individually upon their merit. Employees on unpaid leaves shall retain all benefits accrued prior to their leave and shall retain all seniority accrued prior to their leave. Sick leave is not available during the course of any of the above unpaid leaves except medical leave. Leaves of less than six (6) days, per fiscal year, may be approved at the discretion of the Director of Human Resources.

Example of unpaid leaves: family, long term disability, public office leave, and other leaves not provided for in the Agreement, but considered worthy of consideration by the Board of Education.

Section 10. Military Leave: Military leave may be granted pursuant to applicable State and Federal laws.

Section 11. Eligibility: The benefits as defined in this article shall apply only to full time employees as defined in Article XI - Section 1. Part-time employees shall have the benefits prorated.

ARTICLE VIII

SEVERANCE PAY AND RETIREMENT

Section 1. Severance Pay:

Full Time Employees: At the time of retirement, 95 days of accrued sick leave may be used for retirement for full time employees who have completed at least fifteen (15) years of continuous service with the School District, are at least 55 years of age, and/or eligible and drawing Social Security and/or P.E.R.A.

Part Time Employees: At the time of retirement, 95 days of accrued sick leave may be used for retirement for part time employees who have completed at least fifteen (15) years of continuous service with the School District, are at least 55 years of age, and/or are eligible and drawing Social Security and/or P.E.R.A.

Section 2: Payment: All severance payments of eligible participants will be placed in the National Insurance Trust 403(b) plan. Severance shall be paid in one (1) lump sum on January 15th following retirement.

Section 3: Maximum: Severance pay shall be capped at \$20,000.

ARTICLE IX INSURANCE

Section 1. Eligibility: The parties agree that employees who work 25 hours or more per week shall be eligible for group insurance benefits as provided for in this article. Employees qualifying for insurance and employed less than 25 hours, but more than 14, shall be eligible for the same coverage subject to the eligibility requirement of the insurance policy. The District contribution shall be on a pro-rated basis with 40 hours per week equalizing 100%.

Section 2. Claims Against The School District: The parties agree that any description of insurance benefits contained in this article is intended to be informational only, and the eligibility of any employees for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such an amount agreed to herein, and no claims shall be made against the School District as a result of a denial of insurance benefits by the insurance carrier.

Section 3. Selection of the Carrier: The selection of the insurance carrier and policies shall be made by the School District.

Section 4. Health and Hospitalization Insurance: The District shall provide health and hospitalization insurance for employees according to the following plans:

Subd. 1. Individual Coverage: The District shall contribute the sum listed in Schedule A, attached hereto, toward the premium for individual coverage for employees employed by the District who are not enrolled for dependent coverage in group health and hospitalization plan, if they wish to be covered. Employees desiring coverage must so indicate to the Human Resources Office.

Subd. 2. Dependent Coverage: The District shall contribute the sum listed in Schedule A, hereto attached, toward the premium of dependent coverage. Employees desiring coverage must so indicate to the Human Resources Office.

Section 5. Dental Insurance: Full-time employees who have been continuously employed by the District for one (1) year and who meet the insurance qualifications, the District shall contribute the sum listed in Schedule A, hereto attached towards dental insurance. Eligibility will be determined on July 1st of each year.

Section 6. Term Life Insurance: The District shall contribute the sum listed in Schedule A, hereto attached, toward term life insurance for employees on qualified employment and wishing to be covered.

Section 7. Income Protection Insurance: The District shall contribute the sum listed in Schedule A, hereto attached, towards income protection insurance for employees on qualified employment and wishing to be covered.

Section 8. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

ARTICLE X

UNIFORM ALLOWANCE

Section 1. Requirement and Reimbursement: Employees shall report to work with uniform type approved by the Director of Building and Grounds. New employees must purchase their uniforms within thirty (30) days after employment and will be reimbursed. The District will allow a uniform/license fee allowance of \$170.00.

ARTICLE XI

HOURS OF WORK

Section 1. Full-time Employees: The work week will be forty (40) hours, exclusive of lunch.

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

Section 3. Overtime: All work over forty (40) hours shall be paid an overtime rate of time and one half. Overtime must be approved in advance by the Director of Building & Grounds except in an emergency. Overtime can be assigned by the Director of Building and Grounds if no one volunteers.

Section 4. Holiday, Vacation and Sick Leave for Ten Hour Employees:

Sick Leave and Vacation: Employees assigned to ten (10) hours shifts shall have sick leave and vacation deducted according to the following: For sick leave usage in June, July or August, 1.00 day will be deducted and for sick leave usage in September through May, 1.25 days will be deducted. For vacation usage in June, July, or August, 1.00 day will be deducted and for vacation usage in September through May, 1.25 days will be deducted.

Holiday Pay: Employees assigned to ten (10) hours shifts shall receive holiday pay according to the following: Holidays paid in June, July or August are for an 8-hour day and holidays paid in September through May are paid a 10-hour day.

Section 5. Lunch and Break Period: Employees shall be provided at least 30 minutes (exclusive of the 8 hour work day) for lunch and are eligible for a 15 minute break every 4 hours.

Section 6. Substitute Compensation in Excess of Ten (10) Days: Substitutes in excess of ten (10) days for specialist, head engineers, etc. shall receive the salary differential when substituting for specialist, head engineer, etc. when they are employed in that capacity retro active to beginning of assignment.

Section 7. Emergency Closings: If school is closed for a weather related reasons and the employee is ill and calls in sick, he/she may utilize their sick leave, however, the School District may request a doctor's excuse for the absence.

ARTICLE XII

PERMANENT PART-TIME EMPLOYEES

Section 1. Definition: This article applies to employees assigned to positions of at least fourteen (14) hours, but not more than twenty-five (25) hours per week.

Section 2. Part-Time Ratio: Permanent part-time employees may be utilized to fill vacancies created through attrition of full-time custodial personnel but not including layoffs of full-time custodial personnel.

The district may hire no more than one (1) permanent part-time employee for every three (3) full-time employees, this ratio will exclude the laundry position which shall be a permanent part-time position.

If a need exists for non-regular extra hours to be worked in a building, over and above those regularly scheduled for the permanent part-time employees, those extra hours will be offered to the regular full-time employees based on seniority or a rotation schedule to be determined at the building by the head engineer or designee.

Section 3. Seniority: Seniority for part-time employees shall be maintained on a separate seniority roster and shall not co-mingle with full-time custodians.

Section 4. Layoffs: In the event of layoffs of full-time custodians, employees so classified may bump into part-time positions at the top step of the part-time schedule and at assignments with maximum hours available. Part-time employees cannot bump into custodian positions under any circumstances.

Section 5. Benefits: Benefits shall be prorated for permanent part-time employees based upon hours worked per year.

Section 6. Vacation: Pursuant to the vacation schedule, permanent part-time employees shall receive pro-rated vacation which is earned in the preceding year.

Section 7. Seniority Credit: In the event a permanent part-time custodian is hired as a full-time custodian, he/she shall be credited with all seniority earned while working in the permanent part-time classification. Permanent part-time custodians shall earn seniority on a pro-rated basis based on 2080 hours for a full year of seniority.

Section 8. Contract Expiration: All other provision of this contract apply to permanent part-time employees.

ARTICLE XIII

VACANCIES

Section 1. Factors for Consideration: Seniority will apply in the filling of new positions or vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position. In making its determination the District shall consider the employee's qualifications and aptitude for the position as well as the length of service with the School District along with other relevant factors.

Section 2. Duration of Postings: New positions or vacancies of more than thirty (30) days duration will be posted for a period of three (3) days, and will be assigned thereto within five (5) days after closing of posting. Except time frames may mutually be waived in writing. Applicants for posted positions must submit their bid to the proper office in writing and duplicate copies of all bids will be delivered to the local Steward of the Unit by the applicant before the close of the posting. Final decision, however, for employment, transfer or promotion will be made by the employer.

ARTICLE XIV

WEEKEND CHECKS/EMERGENCY CALL BACK

Section 1. Responsibilities: Saturday, Sunday and holiday checks consist of checking boilers, all mechanical equipment and security of the doors, windows and lights. School building checks shall only be authorized by the School District.

Section 2. Rate of Pay and Rotation: A minimum of two (2) hours pay at the overtime rate shall be paid for each check at the High School, Community Middle School, and Discovery School. A minimum of 1 1/2 hour pay at the overtime rate shall be paid for all other buildings. A rotation of building checks within buildings may be granted if requested by the employees within individual buildings.

Section 3. Emergencies: Building and property checks or emergency cleanup may be assigned by the Director of Building and Grounds if no one volunteers.

Section 4. Minimum Hours: Any employee called back shall receive a minimum of two (2) hours overtime pay.

ARTICLE XV

DIFFERENTIALS

Section 1. Positions: The following monthly differentials shall be established:

Level I		
	2007-08	2008-09
High School Head Engineer	\$500.00	\$525.00
Middle School Head Engineer	\$500.00	\$525.00
District Head Technician	\$500.00	\$525.00
District Maintenance	\$500.00	\$525.00

Level II		
	2007-08	2008-09
Discovery Head Engineer	\$325.00	\$355.00
Assistant Technician	\$325.00	\$355.00
Painter/Warehouse	\$325.00	\$355.00
Elementary Head Engineers	\$325.00	\$355.00

Level III		
	2007-08	2008-09
Lead Custodian	\$255.00	\$300.00
Specialist	\$255.00	\$300.00
Maintenance/Grounds	\$255.00	\$300.00

Section 2. Shift Pay: Night shift personnel whose work schedule takes them past 10:00 p.m. and up to 3:00 a.m. will receive \$80.00 per month and night shift personnel whose work schedule takes them past 3:00 a.m. will receive \$160.00 per month.

Section 3. Pool License: Those employee's obtaining a certified pool operators license as requested by the job shall receive an additional \$0.10 an hours pay. This shall be determined on July 1st of each year.

ARTICLE XVI

MONTHLY WAGES

Custodian, Maintenance, Grounds Keeper,
A.V. Technician, Laundry:

Permanent Part-Time		
	2007-08	2008-09
Step 1	\$10.25 hour	\$10.35 hour
Step 2	\$10.81 hour	\$10.92 hour
Step 3	\$11.47 hour	\$11.58 hour

Longevity Pay: Employees shall receive additional compensation over and above their hourly rate of pay as listed below:

Longevity Pay		
	2007-08	2008-09
After 7 years of continuous service in this bargaining unit	\$.040	\$0.50
After 14 years of continuous service in this bargaining unit	\$0.70	\$0.80
After 20 years of continuous service in this bargaining unit	\$1.10	\$1.20
Longevity pay will be effective on July 1 st of each year.		

Permanent Full-Time		
	2007-08	2008-09
Step 4	\$2,258	\$2,280
Step 5	\$2,410	\$2,434
Step 6	\$2,650	\$2,677
Step 7	\$2,944	\$3,000

Longevity Pay: Employees shall receive additional compensation over and above their hourly rate of pay as listed below:

Longevity Pay		
	2007-08	2008-09
After 7 years of continuous service in this bargaining unit	\$.040	\$0.50
After 14 years of continuous service in this bargaining unit	\$0.70	\$0.80
After 20 years of continuous service in this bargaining unit	\$1.10	\$1.20
Longevity pay will be effective on July 1 st of each year.		

Section 1. Increment Date: An employee shall be eligible for step advancement on July 1st if employed on or before January 1st. An employee hired after January 1st shall be eligible for any increase in his/her current step on July 1st but shall not be eligible for step advancement until the following July 1st.

Section 2. Requirements for Step Advancement: Permanent part-time employees may not advance beyond step three unless they are promoted to full-time status. Full time employees may not advance beyond Step 5 unless a specialist license (or equivalent) has been obtained. Full time employees may not advance beyond Step 6 unless a second class license (or equivalent) has been obtained. Employees must submit the specialist license or second class license to the Director of Buildings and Grounds by July 1st for step advancement. The technician is excluded from having a specialist license.

ARTICLE XVII

GRIEVANCE PROCEDURE

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

Section 2. Representatives: The employee, administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

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 all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the period or if copies are initialed and dated by the custodian and administrator upon service.

Subd. 5. Waiver of Steps: Provided both parties agree in writing, Level One and/or Two of the grievance procedure may be bypassed and the grievance brought directly to the next level.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Director of Human Resources, 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. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to file any grievance within such period one level to another within the time periods shall hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the custodian and the School Board's designee.

If an employee feels that he/she has a grievance he/she should first discuss the matter with the Director of Building and Grounds who is directly responsible in an effort to resolve the problem informally.

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Director of Human Resources shall write the aggrieved parties involved and give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I the decision rendered may be appealed to the superintendent of schools, 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 designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is appealed to the School Board, the School Board shall set a time to hear the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved.

Section 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision with the same time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Rights of Employee to Participate: 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 representative if desired, 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 the arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to submit a list of arbitrators; provided such request is made within fifteen (15) days after request for arbitration. The request shall ask that the list be provided within thirty (30) days after the receipt of said request. Selection of this single arbitrator will be made in accordance with the BMS rules. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time period provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: 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.
4. The written documents relating to Section 5 of the grievance procedure.

The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator or 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 proceedings before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, as provided in M.S. 179.70, Subd. 5.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XVIII

PUBLIC OBLIGATION

Section 1. No Strike: The parties recognize that their first obligation during the term of this Agreement is to see that the students of the district receive a continuous and uninterrupted delivery of instructional service. Accordingly, the exclusive representative agrees that during the term of this Agreement, neither it nor any of its members shall engage in any strike, either on behalf of the exclusive representative or in support of a strike of any other group of district employees.

ARTICLE XIX

DURATION

Section 1. Terms and Reopening Negotiations: The Agreement shall remain in full force and effect for a period commencing on July 1, 2007 through June 30, 2009, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this agreement, it shall give written notice of such intent between March 1st and no later than May 1, 2009.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and exclusive representative representing the custodial employees of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

SCHOOL SERVICE EMPLOYEES
LOCAL #284 AFL-CIO

INDEPENDENT SCHOOL DISTRICT 877
BUFFALO, MINNESOTA

Troy Beise

Union Steward

Reed

Chairperson

Daniel Mang

Representative

Susan Lee

Clerk

Lois E. Guio

Chief Negotiator

Mouen Martell

Chief Negotiator

Date: December 19, 2007

Date: November 26, 2007

This Agreement executed shall be in force from July 1, 2007 through June 30, 2009.

SCHEDULE A		
	2007-08	2008-09
Health Insurance - Full time		
• Individual	\$4,600 year	\$5,060 year or an amount not to exceed 83.1% of the premium, whichever is the lesser amount
• Dependent	\$7,125 year	\$7,835 year or an amount not to exceed 46% of the premium, whichever is the lesser amount
Dental Insurance	\$900 year	\$ 900/year
Life Insurance	\$95/year	\$95/year
Income Protection	\$.51 per \$100/salary	\$.51 per \$100/salary