SEIU Local 284 Burnsville Buildings and Grounds Employees Contract Proposal

SEIU: Proposed additions to the contract are shown by <u>underline</u>; proposed deletions are shown by <u>strikeout</u>. Two-year contract, 2021-2023; change all applicable dates (TA: 5.6.21)

ISD191 5.6: ARTICLE IX OVERTIME Section 2. Overtime Time worked on Sundays or holidays shall be compensated at two (2) times the employee's regular pay rate double time. (TA: 5.6.21)

ISD191 5.6: Section 6. Overtime is incurred when an employee renders service at the specific direction of the Employer in excess the employee's regular shift. A calendar week commences at 12:01 a.m. on Sunday <u>and ends the following Sunday at 12:00 a.m.</u> Bereavement absence, family illness absence, vacations, and personal illness absence will be considered as time worked in calculating overtime. If the employee takes a personal illness absence on a Monday or a Friday, those days shall not count as time worked in calculating overtime. If the employee works a Tuesday through Saturday shift, a personal illness absence on a Tuesday or Saturday will not be counted as time worked in calculating overtime. (TA: 5.6.21)

SEIU: Article XIV, JOB POSTING AND TRANSFER

Section 11. 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 thirty (30) days but not to exceed twelve (12) months.

Temporary positions shall be filled by qualified employees who respond to listings 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 twelve (12) months, the position would be bid as a permanent position. Holders of temporary positions will return to the position held immediately prior to the appointment. Holders of like positions classifications would not be appointed to a temporary position (such as lead persons would not fill another "A" position, etc.). Positions vacated temporarily as a result of the filling of temporary postings, will also be filled accordingly. (Drop: 5.6.21)

ISD191 5.6: Temporary positions shall be filled by qualified employees who respond to listings 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 twelve (12) months, the position would be bid as a permanent position. Holders of temporary positions will return to the position held immediately prior to the appointment. Holders of like positions would not be appointed to a temporary position (lead persons would not fill a temporary lead person position, "A" shift person would not fill another "A" position, etc.). (TA 5.6.21)

SEIU: Section 12. Training

Working on MOU

ISD191 5.6: MOU to Develop training checklists for positions and buildings by July 1, 2022. Responsibility for Building leads to train new employees on the items on the list pertaining to the position. Employee would initial the different tasks as trained.

SEIU: ARTICLE XI, CLOSING AND EMERGENCY DISMISSALS

Section 1. It is expected that all employees report to work unless there are extenuating circumstances. In the event there are extenuating circumstances, employees must contact the Director of Operations at least two (2) hours prior to the employee's scheduled B/C shift and at least one (1) hour prior to the employee's scheduled A shift. The Director may approve the time off at their discretion. Employees that work on a day the District closesed schools, because of inclement weather or other unplanned/emergency circumstances, will receive an additional \$2.00 per hour for their shift.

ISD191 5.6: ARTICLE XI, CLOSING AND EMERGENCY DISMISSALS

Section 1. It is expected that all employees report to work unless there are extenuating circumstances. In the event there are extenuating circumstances, employees must contact the Director of Operations or their Operations Supervisor at least two (2) hours prior to the employee's scheduled B/C shift and

at least one (1) hour prior to the employee's scheduled A shift. The Director <u>or Supervisor</u> may approve the time off at their discretion. Employees that work on a day the District closesed scheduled A shift. The Director <u>or other emergency circumstances</u>, will receive an additional \$2.00 per hour for their shift. (TA 5.6.21)

Section 2. If, after arriving on the job, the employee is dismissed by the Superintendent of Schools or designee, the employee shall be compensated for the day. Employees that continue to work that day, will receive an additional \$2.00 per hour in addition to their regular rate of pay for the balance of their shift.

SEIU: ARTICLE XIII HOLIDAYS SEIU HOLDS on Added Holiday

Twelve-month employees shall receive (10) ten (11) eleven paid holidays. They are: Labor Day, Thanksgiving, and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day, Independence Day and one two floating holidays. When Christmas and New Year's fall on Saturday, the previous Friday will be observed as a holiday. When those two days fall on Sunday, the following Monday will be observed.

SEIU: ARTICLE XVI PERSONAL ILLNESS ABSENCE

Section 1. All full-time employees shall earn personal illness absence at the rate of one day for each month of service in the employ of the School District. Personal illness absence will not accumulate while an employee is on unpaid leave or is receiving income protection benefits. Employees will be allowed accumulation of seventy-five (75) one hundred (100) days. Personal illness absence shall accumulate only when an employee is actually working or on District payroll. (TA: 5.6.21)

SEIU Wants to Maintain Current Language

ISD191 5.6: ARTICLE XXII, INSURANCE Section 4. Health and Hospitalization Insurance:

- Subd 1. Single Health and Hospitalization Insurance. Effective July 1, 2021, The District will contribute monthly an amount equal to 400% \$940 of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction. Effective July 1, 2022, the District will contribute monthly an amount equal to \$961 of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 2. Dependent Health and Hospitalization Insurance. <u>Effective July 1, 2021</u>, The District will contribute <u>monthly</u> an amount equal to 70% \$1,775.00 of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 <u>annually</u> shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction. <u>Effective July 1, 2022</u>, the <u>District will contribute</u> monthly an amount equal to \$1,815.00 of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

ISD191 5.13: ARTICLE XXII, INSURANCE Section 4.

Health and Hospitalization Insurance:

Subd 1. Single Health and Hospitalization Insurance. <u>Effective July 1, 2021,</u> The District will contribute <u>monthly</u> an amount equal to 100% \$940 of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction. Effective July 1, 2022, the District will contribute monthly an amount equal to \$961 of

the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd 2. Dependent Health and Hospitalization Insurance. Effective July 1, 2021, The District will contribute monthly an amount equal to 70% \$1,890.00 of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction. Effective July 1, 2022, the District will contribute monthly an amount equal to \$1,940.00 of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

SEIU: Article XXVI Retirement

Section 2. Members of the unit prior to February 16, 1996, may choose between either of the following two retirement/severance plans until August 15, 1998 and are then committed to that plan. All employees hired after February 15, 1996, are automatically covered by Plan B. Employees who have been members of the unit prior to February 16, 1996 will have a two-month window to elect to move from Plan A to Plan B. The election window extends from April 1, 2001 to May 31, 2001. Calculation to take place July 1, 2003 for the time period from July 1, 2002 through June 30, 2003 and every year thereafter.

Subd. 1. Plan A.

- a. Any member of this Unit who resigns after ten years of continuous District experience, is at least fifty-five (55) years of age, shall receive a sum of \$750 on the last paycheck. This payment shall not be made to an employee who is terminated as a result of disciplinary measures.
- b. Sick leave accumulation over seventy-five (75) days shall further accumulate at the rate of one (1) day per month to a maximum of sixty (60) additional days. One (1) day of severance pay will be paid for each two (2) full days of such accumulated sick leave over seventy-five (75) days. This severance pay will supplement the lump sum provisions of this Article and be applied in accord with its age and service guidelines. Employees shall have the option of receiving one lump sum check or annual checks spread over a period not to exceed five (5) years.

Subd.2 Plan B

- a. Effective July 1, 2015, a District match to a 403(b) program is available to members of the unit hired after February 15, 1996. or to employees who opted for Plan B of Article XXVI prior to July 15, 1998, and who are beginning their third (3rd) year of work in the District at .5 FTE or more. Plan B is also available to those employees who elected Plan B during the window opportunity defined in Article XXVI, Section 2 above.
- b. Effective 2009-2010—July 1, 2021, the District will match \$600.00 \$1000 as permitted under provisions of the Internal Revenue Code Section 403(b). (Drop: 5.6.21)

ISD191 5.6: Article XXVI Retirement

Subd. 1. Plan A.

a. Any member of this Unit who resigns after ten years of continuous District experience, is at least fifty-five (55) years of age, shall receive a sum of \$750 on the last paycheck. This payment shall not be made to an employee who is terminated as a result of disciplinary measures.

b. Sick leave accumulation over seventy-five (75) days shall further accumulate at the rate of one (1) day per month to a maximum of sixty (60) additional days. One (1) day of severance pay will be paid for each two (2) full days of such accumulated sick leave over seventy five (75) days. This severance pay will supplement the lump sum provisions of this Article and be applied in accord with its age and service guidelines. Employees shall have the option of receiving one lump sum check or annual checks spread over a period not to exceed five (5) years.

Subd. 2. Plan B.

- a. Effective July 1, 2015, a District match to a 403(b) program is available to members of the unit hired after February 15, 1996, or to employees who opted for Plan B of Article XXVI prior to July 15, 1998, and who are beginning their third (3rd) year of work in the District at .5 FTE or more. Plan B is also available to those employees who elected Plan B during the window opportunity defined in Article XXVI, Section 2 above.
- b. Effective 2009-2010 July 1, 2021, the District will match \$600.00 \$750.00 as permitted under provisions of the Internal Revenue Code Section 403(b). (TA: 5.6.21)

SEIU Drops this proposal (May 13)

SEIU: Subd.3 Effective July 1, 2015, aAn employee who as of July 1 has accumulated leave time in excess of two hundred and eighty (280) hours determined as of June 15th of the same tax year, and has taken one (1) three (3) or less leave days in the concluding fiscal year shall have sufficient leave days converted at the rate equal to one thousand dollars (\$1,000) which shall be contributed to an active ISD 191 approved 403(b) plan by the July 15th payroll.

An employee who as of July 1 has accumulated leave time in excess of two hundred and eighty hours (280) hours determined as of June 15th of the same tax year, and has taken more than 4.3 (three) leave days up to three (3) five (5) leave days in the concluding fiscal year, shall have sufficient leave days converted at the rate of equal to six hundred dollars (\$600) which shall be contributed to an active ISD 191 approved 403(b) plan by the July 15th payroll.

An employee that takes more than three (3) five (5) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.

"Leave days" include all absences except Vacation, Bereavement and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2015 tThe conversion rate for leave days shall be two hundred dollars (\$200) per day.

ISD191 5.13.21: Subd.3 Effective July 1, 2015, aAn employee who as of July 1 has accumulated leave time in excess of two hundred and eighty (280) hours determined as of June 15th of the same tax year, and has taken one (1) two (2) or less leave days in the concluding fiscal year shall have sufficient leave days converted at the rate equal to one thousand dollars (\$1,000) eight hundred (\$800) which shall be contributed to an active ISD 191 approved 403(b) plan by the July 15th payroll.

An employee who as of July 1 has accumulated leave time in excess of two hundred and eighty hours (280) hours determined as of June 15th of the same tax year, and has taken more than $\frac{42 \text{ (two)}}{120 \text{ (two)}}$ leave days up to three (3) four (4) leave days in the concluding fiscal year, shall have sufficient leave days converted at the rate of equal to six four hundred dollars (\$600) (\$400) which shall be contributed to an active ISD 191 approved 403(b) plan by the July 15th payroll.

An employee that takes more than three (3) four (4) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.

"Leave days" include all absences except Vacation, Bereavement and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2015 tThe conversion rate for leave days shall be two hundred dollars (\$200) per day.

Article XXV Salary Schedule

2020-2021

| ication | Job Description | Step 1 | Step 2 | Step 3 | Step 4 |
|---------|-----------------|--------|--------|--------|--------|
| | | | | | |
| LvII | General | 16.75 | 20.20 | 23.15 | 23.20 |
| Lvl II | Courier | 17.85 | 21.20 | 24.20 | 24.25 |
| | General | | | | |
| | Grounds | | | | |
| | Pool | | | | |
| Lvi III | Building Lead | 18.35 | 21.70 | 25.20 | 25.25 |
| | Warehouse Lead | | | | |
| Lvi IV | Maintenance | 26.20 | 26.20 | 26.20 | 26.25 |

202<u>1-2022</u>

| | Classification | Job Description | Step 1 | Step 2 | Step 3 | Step 4 | | |
|---------|----------------|----------------------|--------|--------|--------|--------|--|--|
| | | | | | | | | |
| Lvl I | | General | | | | | | |
| Lvl II | | Courier | | | | | | |
| | | General | | | | | | |
| | | Grounds | | | | | | |
| | | Pool | | | | | | |
| Lvi III | | Building Lead | | | | | | |
| | | Warehouse Lead | | | | | | |
| Lvl IV | | Maintenance | | | | | | |

2022-2023

| | Classification | Job Description | Step 1 | Step 2 | Step 3 | Step 4 |
|---------|----------------|----------------------|--------|--------|--------|--------|
| | | | | | | |
| LvII | | General | | | | |
| Lvl II | | Courier | | | | |
| | | General | | | | |
| | | Grounds | | | | |
| | | Pool | | | | |
| Lvi III | | Building Lead | | | | |
| | | Warehouse Lead | | | | |
| Lvl IV | | Maintenance | | · | | |

5.13.21 #2 SEIU: Propose wage increase of 2.0% year 1 and 2.5% year 2

| YEAR 1 | CLASSIFICATION | JOB DESCRIPTION | Step 1 | Step 2 | Step 3 | Step 4 |
|--------|----------------|--------------------------|----------|----------|----------|----------|
| | LVL I | LVL I GENERAL | \$ 16.90 | \$ 20.40 | \$ 23.35 | \$ 23.40 |
| | LVL II | LVL II COURIER | \$ 18.00 | \$ 21.40 | \$ 24.40 | \$ 24.45 |
| | | LVL II GENERAL | | | | |
| | | LVL II GROUNDS | | | | |
| | | LVL II POOL | | | | |
| | LVL III | LVL III - BUILDING LEAD | \$ 18.50 | \$ 21.90 | \$ 25.40 | \$ 25.45 |
| | | LVL III - WAREHOUSE LEAD | | | | |
| | LVL IV | LVL IV - MAINTENANCE | \$ 26.40 | \$ 26.40 | \$ 26.40 | \$ 26.45 |
| | | | | | | |
| YEAR 2 | CLASSIFICATION | JOB DESCRIPTION | Step 1 | Step 2 | Step 3 | Step 4 |
| | LVL I | LVL I GENERAL | \$ 17.05 | \$ 20.60 | \$ 23.55 | \$ 23.60 |
| | LVL II | LVL II COURIER | \$ 18.15 | \$ 21.60 | \$ 24.60 | \$ 24.65 |
| | | LVL II GENERAL | | | | |
| | | LVL II GROUNDS | | | | |
| | | LVL II POOL | | | | |
| | LVL III | LVL III - BUILDING LEAD | \$ 18.65 | \$ 22.10 | \$ 25.60 | \$ 25.65 |
| | | LVL III - WAREHOUSE LEAD | | | | |
| | LVL IV | LVL IV - MAINTENANCE | \$ 26.60 | \$ 26.60 | \$ 26.60 | \$ 26.65 |

ISD 191 5.6: .75% increase each year

5.13.21 ISD191: 1.0% increase each year

<u>SEIU:</u> New language regarding hours of work-summer: <u>SEIU DROPS THIS ISSUE</u> (5.13.21)

During the summer months, employees may choose to work a summer schedule allowing for first shift hours. The shift times may vary based on building needs in order to cover late afternoon and/or evening activities. Building supervisors may establish a rotation of weeks allowing employees to work first shift hours.