

**2020-2021  
2021-2022**

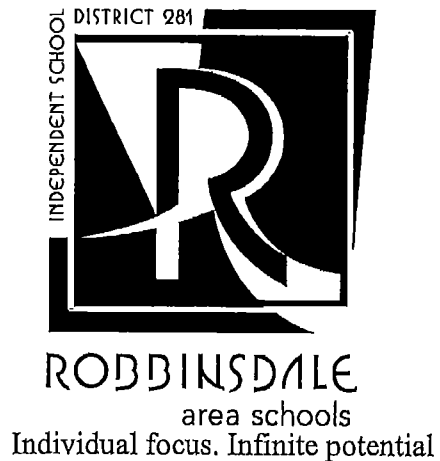
**Collective Bargaining Agreement**

**Between**

**Robbinsdale ISD 281**

**And**

**School Service Employees Local 284  
Custodial – Transportation Bargaining Unit**



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## **PREAMBLE**

The School Board and the Service Employees Union Local 284, AFL and CIO recognize that they have a common responsibility beyond their collective bargaining relationship. Each will strive to achieve quality long-term educational goals and programs through the establishment of mutually accepted channels of communication. It is hoped that this joint effort will contribute in significant measure to the advancement of public education in District 281.

## **AGREEMENT**

This Agreement entered into between the School Board in Independent School District 281, Hennepin County, Minnesota, hereinafter referred to as the School Board, and the Service Employees Union Local 284, AFL and CIO, hereinafter referred to as Local 284, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as PELRA of 1971, as amended, to provide the terms and conditions of employment for the service employees during the duration of the Agreement.

## **RECOGNITION**

In accordance with the PELRA of 1971, as amended, the School Board recognizes Local 284 as the exclusive representative of the service employees employed by this School Board. Local 284 shall represent all the service employees of the district as defined in this Agreement and in said Act.

## **ARTICLE I**

### **DEFINITIONS**

#### **1-1    *Terms and Conditions of Employment***

This shall mean the hours of employment, the compensation therefore, including fringe benefits, and economic aspects relating to employment.

#### **1-2    *Description of Appropriate Unit***

For purposes of the Agreement, the term service employees shall mean all persons in the appropriate unit employed by the School Board in such classifications excluding the following: confidential employees, supervisory employees, essential employees, emergency employees, part-time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year.

#### **1-3    *Other Terms***

All other terms used in this Agreement shall be defined as stipulated in PELRA of 1971, as amended.

#### **1-4    *School District***

For the purpose of administering the Agreement, the term "school district" shall mean the School board or its designated representative.

## **ARTICLE II**

### **SCHOOL BOARD RIGHTS**

#### **2-1    *Inherent Managerial Rights***

The School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and the selection, direction and number of personnel.

#### **2-2    *Management Responsibility***

The School Board has the right and obligation to manage efficiently 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.

#### **2-3    *Effect of Laws, Rules and Regulations***

All service employees covered by this Agreement shall perform the nonteaching services prescribed by the School Board and shall be governed by the laws of the state of Minnesota, and federal laws.

##### **2-3-1 *Non-Teaching Services***

All service employees covered by this Agreement shall perform the nonteaching services prescribed by the school board rules, regulations and directions issued by the properly designated officials of the school district, providing they do not conflict with the terms of this Agreement.

**2-4    *Reservation of Board's Rights and Duties***

This Agreement is not intended to abrogate the statutory power of the School Board of the school district to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance and management of the public school system.

**2-4-1    *Agreement Intentions***

This Agreement is not intended to abrogate the statutory power of the School Board of the school district to make rules and regulations to manage and to direct all operations and activities, relative to anything whatever necessary for the proper establishment, maintenance and management of the public school system, consistent with the terms of this Agreement.

**2-5    *Affirmative Action***

District 281 and Local 284 support the affirmative action plan which states that District 281 will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status or status with regard to public assistance or other statutory protected classes except where such status is a bonafide occupational qualification.

**ARTICLE III**

**SERVICE EMPLOYEES LOCAL 284 RIGHTS**

**3-1    *Right to Join***

Service employees have the right to join any organization, as provided under PELRA of 1971, as amended, but membership in an organization shall not be required as a condition of employment.

**3-2    *Right to Discuss Complaint***

No service employee shall be prevented from informally discussing a complaint with his/her immediate superior, as provided by PELRA of 1971, as amended.

**3-3    *Dues Checkoff***

Service employees shall have the right to request and be allowed dues checkoff for the organization of their selection. Upon receipt of a properly executed authorization, the school district will deduct monthly the dues that the service employees have agreed to pay to the organization during the period provided in said authorization.

**ARTICLE IV**

**GRIEVANCE PROCEDURE**

**4-1    *Definition***

A grievance shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

#### **4-2 *Representative***

The superintendent or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf. The service employee must be present, if possible, at all steps of the procedure pursued as provided by PELRA of 1971, as amended.

#### **4-3 *Grievance Steps***

##### **4-3-1 *Time Limitation and Waiver***

Failure to file any grievance within the time period thereafter provided shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. In the event the school district fails to respond within the time period hereafter provided, the union may consider the grievance denied and appeal the grievance to the next step of the grievance procedure.

##### **4-3-2 *Step I***

All effort shall be made to resolve any conflict by the service employee with the supervisor or administrator directly involved. The grievance shall be orally presented within thirty (30) days from the date of the occurrence alleged to be a grievance, and every effort shall be made to keep a grievance from carrying over into another fiscal year. If a satisfactory settlement cannot be reached within ten (10) days, the second step may be initiated within five (5) days thereafter. For the purpose of this Article, "days" shall be defined as work days.

##### **4-3-3 *Step II***

Any service employee who has not received a satisfactory settlement as outlined in Step 1 will resubmit the grievance in writing on the prescribed form to the Superintendent. The written grievance shall state the facts upon which it is based, the provision(s) in the Agreement allegedly violated, and the relief requested. Within five (5) days after receipt of said written grievance, the Superintendent, or the Superintendent's representative, shall discuss the allegation with the service employee and/or the service employee's representative in order to seek a satisfactory settlement of the grievance. The Superintendent or the superintendent's representative shall render a decision in writing within ten (10) days after the receipt of the grievance. If a satisfactory settlement is not reached, the third step may be initiated within five (5) days thereafter.

##### **4-3-4 *Step III***

Any service employee who has not received a satisfactory settlement as outlined in the previous level shall submit a grievance in writing to the School Board. The School Board shall have a hearing and move on the grievance or refer the matter on to the next step within fifteen (15) days. In the event the Board does decide to have a hearing, it shall give a fair and impartial hearing to the aggrieved, along with the supervisor or administrator. The School Board shall render a written decision within fifteen (15) days thereafter. If the School Board's decision is not acceptable to the service employee involved and the matter pertains to this Agreement the matter may



proceed to the next step within five (5) days thereafter otherwise the decision of the School Board is final.

#### **4-3-5 Step IV**

Within said 5 days either party may request arbitration. The parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. Either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

#### **4-4 Arbitration Hearing**

Grievance arbitration shall be heard by a single arbitrator and both parties may be represented by a designee of their choice. The parties shall have an opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issue before the arbitrator. Unless the issue has been stipulated by the parties, each party shall submit a statement of the issue at the outset of the arbitration hearing. The proceeding before the arbitrator shall be a de novo hearing.

#### **4-5 Decision**

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in PELRA of 1971, as amended. The arbitrator shall issue a written decision and order including findings of fact which should be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

#### **4-6 Expenses**

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties will share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript or recording, if requested, shall be borne by the requesting party.

#### **4-7 Jurisdiction**

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance 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 board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

#### **4-8 *Election of Remedies and Waiver***

A grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the service employee shall waive his/her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

## **ARTICLE V WORKING CONDITIONS**

#### **5-1 *Required Personnel Information***

Upon initial hire, all employees must submit all required employment information, which may include a Minnesota DMV driving record, employment eligibility verification, W-4 form and pre-employment physical report. A head custodian must submit a boiler's certificate, and a bus driver must submit a Minnesota driver's license before being placed on the payroll. A bus driver will be required to have a Minnesota driver's license and a copy of the individual's driving record and must be eligible to commence ISD 281 bus driver training upon hire.

##### **5-1-1 *Physical Exams***

Active drivers must take and pass a physical examination prior to the expiration of the current physical. The examination results must be sent to the Minnesota Department of Public Safety and the district.

The district will pay the cost of the pre-employment physical examinations, and all required physical exams performed at a district-appointed clinic. No service employee will be placed on the district payroll before the district receives the pre-employment physical examination results.

Applicants who go to other physicians through private health insurance shall provide examination results to the district and bear the cost of the examination that exceeds the amount of the District approved clinic cost.

#### **5-2 *Probationary Periods***

The following probationary periods shall be observed.

#### ***5-2-1 New Hire Probationary Period***

Upon initial hire, each full-time and part-time employee shall serve a 140 work day probationary period, during which time the district may discharge or otherwise discipline the employee without resort to the grievance procedure.

#### ***5-2-2 Promotional Probationary Period***

An employee who is promoted to a higher classification or who is granted a regular full-time position shall serve a new probationary period of 90 work days. During this new probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the district may reassign the employee to his/her former classification. During the 90-day probationary period, the employee may elect to return to his/her former classification.

### ***5-3 Emergency Closing***

***5-3-1*** When schools are closed due to inclement weather or other unforeseeable circumstances and such closure has been officially promulgated, all buildings and grounds employees are expected to report to their respective buildings as soon as safety permits, unless otherwise directed by their supervisor to report to another building. Employees will be paid only for time worked on an emergency closing day. All sick leave absences on emergency closing day will require a physician's note. An employee may take an accrued vacation day if unable to report to work.

***5-3-2*** In the event not all employees of this bargaining unit are required to report to work, those employees that are required to report will be granted a day to be added to their accrued vacation time. Employees directed to stay home will be paid their regular rate of pay for the day.

### ***5-4 Holidays***

The following 12 paid holidays will be granted to full time employees each year:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Friday before Easter
5. Monday after Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. December 24
12. December 25

**5-5 School Calendar**

The School Board has established and Local 284 has accepted the school calendar for 2020-2021, and 2021-2022, as set forth in Appendices C and D. (For informational use only.)

**5-6 Posting of Jobs and Vacancies**

All permanent, vacant positions will be posted in all buildings and sent to all crew heads for posting and will be posted on the district website. If posted positions are not filled within thirty (30) days, the union steward(s) and union representatives will be notified of the vacant positions.

**5-7 Workweek**

The normal work week for a full-time service employee is forty (40) hours. The workweek and hours shall be determined by the school district. In the event the school district establishes flexible schedules requiring coverage other than Monday through Friday, such schedules will be assigned to the least senior service employee in the School district if there are no volunteers within the school district. Prior to implementing the flexible schedules, the school district will conduct an "open window" bid period. If the positions are not filled through such bid periods by an internal applicant, the least senior employee district wide will be assigned the position.

Employees whose full regularly scheduled shift is on a Saturday or Sunday shall receive an additional \$.50 per hour for hours worked on a Saturday or Sunday.

**5-7-1 Full Time/Full Year Benefit Eligibility**

Effective the date of board approval of this agreement, in the event that the school district schedules a worker for 12 months per year, 40 hours per week, that employee will be entitled to all rights and benefits under this contract including full paid vacation, paid holidays, paid leave and district insurance contribution.

**5-7-2 Part Time Benefit Eligibility (for employees working less than 52 weeks)**

Part-time service employees working at least nine (9) months per year are eligible for benefits based on their regularly scheduled hours per week.

Charters, Field Trips, and Voluntary Substitute hours are not included when determining regularly scheduled hours.

Hourly Calculation: A day is equal to regularly scheduled hours per week divided by 5.

**5-7-2-1 Health Insurance/Dental Insurance**

Employees assigned 20-24 hours/week may participate in district plan at their own expense. Employees assigned a minimum 25 hours/week will receive a pro-rated district contribution. Employees assigned 39 hours/week, will receive the full amount in 8-1.

**5-7-2-2 Sick Leave**

Employees assigned a minimum of 20 hours/week will receive 5 days sick leave.

#### ***5-7-2-3 Holidays***

Employees assigned less than 25 hours/week receive 5 paid holidays, (Thanksgiving, December 24 & 25, Friday before Easter, Memorial Day); 25-38 hours/week will receive 7 paid holidays, (addition of Labor Day and Thanksgiving Friday); 39 hours/week will receive 10 paid holidays, (addition of Presidents Day, Monday after Easter and Martin Luther King Day).

#### ***5-7-2-4 Bereavement***

Employees assigned a minimum of 20 hours/week will receive 2 days for immediate family, (employee's spouse, or significant other, child, parent, sister, brother or legal guardian, grandparent), and 1 day for other family members, (grandchildren, parent-in-law, son or daughter-in-law, brother or sister-in-law, aunt or uncle).

#### ***5-7-2-5 Personal Leave***

Employees assigned a minimum of 39 hours/week will receive 2 days of personal leave.

#### ***5-7-2-6 Vacation***

Employees assigned 39 hours/week who begin employment by December 31, will be eligible for 5 days of vacation, accruing the following July 1.

### ***5-7-3 Driving Assignments***

Benefit Hours: For all full-time bus drivers-scheduled hours for the purposes of benefit eligibility shall include the following routes: Home to School, SHARE, and Special Education routes.

Regular Routes: For all full-time bus drivers regularly, scheduled hours shall include the following routes: Stand By and Special Education routes.

SHARE and Home to School routes vary in length and are added to open slots based on schedule efficiency, location and overtime minimization, when student data is available.

All regular routes, (Special Education), standby positions, and program routes will be posted and awarded by seniority. For the purpose of route picks, seniority as defined in section 7-4 will apply. Full time employees will pick first up to forty (40) hours.

Modifications to the sign up and rotation process can be made through the labor management committee.

For the purposes of route picks, in the event an employee leaves a classification and returns, the employee shall retain their original seniority date within that classification.

**5-8 Jury Duty**

Employees called for jury duty or called as a witness in court in a matter pertaining to District 281, shall suffer no loss in compensation from the school district. Employees who receive a summons are to notify the supervisor immediately of the proposed dates of service. A copy of the jury duty check should be sent to the Payroll Department as proof of service.

**5-9 Layoff and Voluntary Termination of Employment**

The school district shall require two weeks written notice from a service employee voluntarily terminating employment. In case of layoffs and other not for cause terminations the school district shall provide three weeks' notice.

**5-10 Vacations**

Each full-time employee covered by this agreement shall accrue paid vacation as follows:

Hire date through 5 complete years of service.	10 working days per year (3.08 hours accrual per pay period)
First day of 6th year through 12 complete years of service.	15 working days per year (4.68 hours accrual per pay period)
First day of 13th year through 19 complete years of service.	20 working days per year (6.16 hours accrual per pay period)
First day of 20th year and thereafter.	25 working days per year (7.70 hours accrual per pay period)

**5-10-1 Vacation Accrual and Carryover**

Employees may not take accrued vacation during the first six months of employment and will have no vacation entitlement if employment is terminated for any reason during the first six months. No more than 240 hours may be carried over as of September 1 of that year.

**5-10-2 Vacation Requests**

All vacation shall normally be taken between June (after school is out) and August (up to the first week before school starts). Requests for vacation must be submitted by April 30 for summer break, November 30 for winter break, and 1 month prior to spring break. A limited amount of vacation may be taken during the school year. Requests for school year vacation must be submitted in writing to the administration for approval two weeks (10 working days) prior to the requested vacation day. The District will try to accommodate requests submitted less than two weeks in advance on a first come first serve basis and subject to the business needs of the District. Vacation leave for an employee shall be scheduled so that there will be minimum disruption of the operation of the school system.

### ***5-10-3 Vacation Accrual During Sick Leave***

Vacation benefits shall not accrue during that portion of extended sick leave in excess of three months.

## ***5-11 Building Check***

There shall be an inspection of the buildings on Saturday, Sunday and holidays only at the request of the Director of Facilities. This inspection shall be by the head employee of the buildings or by a substitute appointed by the administration or delegate appointed by the head employee. The employee conducting the building check will receive a stipend. Overtime will be paid in addition to the stipend when the building check exceeds one hour, and the employee works 40 hours during the workweek.

The building check stipend for the respective building category shall be in accordance with the following:

Elementary & Non-school sites - \$50

Middle School - \$50

High School - \$50

If an employee must respond to an emergency alarm outside of the employee's scheduled shift the employee will be paid a \$75 stipend. Overtime will be paid in addition to the stipend when the emergency alarm exceeds one hour, and the employee works 40 hours during the workweek.

### ***5-11-1 District Wide Building Alarm Call Backup Stipend***

On certain weekend or holiday dates identified by the District, the administration director or program director may assign an additional service employee to be the last alarm call backup for district wide building alarms.

District administration will select and assign service personnel to be on the last alarm call backup list subject to the following criteria:

- Willingness to be on list
- Second Class License
- Experience
- Qualifications
- Proximity to District facilities

An employee who is assigned to be that alarm call backup for the district wide building alarms on a 24-hour period will be paid a stipend for being on call when not otherwise working a shift and for answering the alarm call, managing and executing the district alarm response to alarms on that date. The rate of the stipend will be \$75 a day.

When that employee needs to go to a building to follow up or respond to that alarm, that employee will be additionally compensated in accordance with the respective designated stipend and hourly rate provisions as defined in Article 5-11 for an alarm response. When a head day or head night person responds to an alarm call a building check should be completed and included with \$75 stipend.

***5-11-2 Emergency Call (Mechanics)***

If a mechanic has to respond to an emergency call after the mechanic's normal shift the mechanic will be paid a \$75 stipend. If the time taken to respond to the emergency is greater than one hour then beginning with the second hour, the mechanic will be paid time and one-half.

These duties are not superseded by 5-11-1

***5-12 Split Shift***

For purposes of this agreement, bus drivers may be assigned to work split shifts. A split shift is a work day which includes regularly scheduled unpaid block of time in the middle of the work day. Full time bus drivers will not be regularly assigned to work a split shift with an unpaid uninterrupted block of time totaling in excess of 1.5 hours. Full time bus drivers will punch back in after 1.5 hours off and complete their eight (8) hour service day as directed by management. Full time bus drivers hired after October 1, 1992, who are regularly assigned to work a split shift with unpaid block(s) of time totaling in excess of three (3) hours per day will receive a split shift differential of \$50.00 per month. Bus drivers working split shifts will receive overtime pay for hours worked in excess of 40 hours per week.

***5-13 Service Employee in Charge***

***5-13-1*** All service employees replacing a higher category employee for five (5) consecutive working days or a cumulative six (6) regularly scheduled working days in a 30 working day period will receive the Step 1 salary rate or the closest head service employee step above the employee's current rate, whichever is greater, for the applicable category retroactive to the first day of absence of the head service employee. Employees replacing a head custodian not in this unit shall be paid at the Class 1, Step 3 rate. The program director or director must approve this assignment prior to the fifth day of the assignment in order to receive the additional money.

***5-13-2*** In the event that a head day or head night custodian is out of the building for the purpose of driving a school bus for 5 consecutive days, and if that absence is at least 2 hours in length for each day, the conditions in this clause will apply.

***5-14 Drug and Alcohol Testing***

Drug and alcohol testing will be conducted in accordance with applicable state and federal law. Individuals will also be held to the District Drug and Alcohol Policy.

***5-15 Uniforms***

Employees who are provided with a uniform will be in uniform at the start of paid assigned hours and remain in uniform until end of assignment.

***5-16 Building Technicians***

All new hires in Category VII (Building Technicians) must obtain a Minnesota Specialist Class Boiler License, mutually agreed upon, within two (2) years of hire date. Failure to obtain Specialist License within two (2) years will result in said employee being unable to move to any Category higher than Category VII unless, or



until, the required license is obtained.

## **ARTICLE VI**

### **LEAVE OF ABSENCE**

All service employees taking any type of leave from work must be on a district approved leave.

#### **6-1 Sick Leave**

A sick leave allowance of twelve (12) days shall be granted to each full-time service employee for the year, accruing at a rate of 8.0 hours per month. Sick leave used the day before or the day after a scheduled vacation day may require a doctor's certification of illness.

##### **6-1-2 Unused Sick Leave**

Unused sick leave shall be allowed to accumulate to an unlimited amount.

##### **6-1-3 Eligibility**

To be eligible for sick leave in any given month, a new service employee must be employed on the first working day of that month.

##### **6-1-4 Doctor's Certification**

A service employee who has any pattern of absence may be required to submit a doctor's certificate of illness prior to returning to work.

#### **6-2 Personal Leave**

Each full-time service employee (eight hours per day and 40 hours per week) may be granted up to three (3) days of personal leave per year without salary deduction. Each day used for personal leave shall be deducted from sick leave. Personal leave shall be defined as personal business that cannot be completed outside of the work hours. Except in the case of emergencies, requests for such leave must be submitted at least five days in advance to the supervisor. Normally, personal leave shall not be granted the day before or the day following a designated holiday. Unused personal leave days are not cumulative. Personal leave may not be used to cover the day before or the day after a scheduled vacation, unless with prior approval.

##### **6-2-1 Bereavement Leave**

A leave of absence with pay, not to exceed five (5) days shall be granted because of the death of a service employee's spouse or significant other, child, parent, sister, brother, or legal guardian. Up to three (3) days shall be granted because of death in the family which shall be defined as grandchildren, grandparent, and mother-in-law and father-in-law, brother or sister-in-law, aunt or uncle. Such leave shall not be deducted from sick leave and unused leave for such purposes shall not be cumulative. In addition to the leave specified in this section, service employees may use up to three (3) days of personal leave for bereavement leave.

**6-3     *Union or Government Leave***

Any service employee elected to public or union office will be granted a leave of absence subject to review and renewal after two years. Service employees shall not lose seniority in case of leave of absence with just cause, which shall be determined by the employer and the union.

**6-4     *Child Care Leave***

Child care leave shall be granted for birth or adoption. Such leave shall be granted because of the need to prepare and provide parental care to a natural-born or adopted child or children. A service employee making application for child care leave shall submit a written request to the Executive Director of Human Resources of the intention to take the leave at least two (2) calendar months before commencement of the intended leave. A pregnant service employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery, the term of disability and the date that the service employee will be physically able to return to work. All child care leaves shall be without compensation except for sick leave used for the period of time during which the service employee is temporarily, medically disabled because of a pregnancy or a pregnancy-related condition. The child care leave including the period of disability shall not exceed twelve (12) months in duration. Failure of the service employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the service employee mutually agree to an extension of the leave.

**6-6     *Leaves of Absence Without Pay***

The school district may, at its discretion, grant extended leaves of absence. Approval of the Executive Director of Human Resources is required. The service employee must apply for an extended leave at least six weeks in advance of the proposed leave date. Leaves of absence without pay will be considered for study, accompanying spouse on temporary assignment out of the area, rest, travel, recuperation or other purposes approved by the School Board.

***6-6-1 Eligibility***

A minimum of three (3) consecutive years of employment in the school district shall be required to qualify for a leave of absence without pay.

***6-6-2 Length of Leaves***

The duration of these leaves without pay shall be for no more than one year. Normally, the school board will grant one leave per service employee/bus driver every five years.

***6-6-3 Seniority***

Service employees/bus drivers who are granted a leave do not accrue seniority for the time of the leave.

#### **6-6-4 Return from Leave**

Employees who are granted a leave of absence for one year or less will be returned to the same or similar job as they held prior to the leave. The returning employee will bump the person with the lowest seniority in a position similar to the position the employee had prior to taking a leave. In order to be eligible for return, the employee must indicate their intent in writing to return 3 months prior to the end of the leave. If the employee does not notify the District, the failure to notify will be considered a resignation.

#### **6-7    *Medical Leave***

A service employee may apply for a medical leave of absence. The application will require a medical statement from a certified physician stating the medical diagnosis, prognosis for recovery, intended recovery date and any limitations upon the service employee's ability to return to the job assignment. A service employee granted a medical leave of absence will not accrue seniority while on leave. A medical leave of absence may be granted for up to two (2) fiscal years.

#### **6-8    *Military Leave***

Service employees shall be eligible for up to fifteen (15) days of military leave without loss of pay in accordance with Minnesota Statutes 192.26. Requests for such leave shall be submitted to the Executive Director of Human Resources by the service employee upon receipt of such orders, but in no event more than two (2) work days following receipt of such orders, excluding emergency call-up for state duty.

## **ARTICLE VII**

### **BASIC SCHEDULES AND RATES OF PAY**

#### **7-1     *2020-2021, 2021-2022 Salary Schedules***

The wages and salaries reflected in Appendices A and B attached hereto, shall be part of the Agreement for 2020-2022 school years.

#### **7-2     *Pay Dates***

The district payroll department will publish an annual fiscal calendar of payroll dates for the 26 scheduled pay periods.

##### **7-2-1 Overtime Pay**

Work performed in excess of 40 hours per week shall be compensated at a rate of one and one-half times the regular rate, or employees may choose compensatory time. Earned compensatory time must be used within the same payroll period. If the compensatory time is earned on the last day of the payroll period, the time must be used within the following payroll period.

Employees, who, due to an approved vacation or school district holiday(s) work a shortened work week, will receive overtime as set forth in the preceding paragraph. Holidays and non-student contact days scheduled by the District will count towards the forty (40) hours.

In the event employees who are regularly scheduled to work more than forty (40) hours per week, use sick leave, they will not lose overtime for hours worked. Provisions of 6-1-4 apply. Work that qualifies as District-requested Overtime shall be compensated at the rate of one and one-half times the regular rate regardless of whether or not the employee(s) had used sick leave during that particular work week.

##### **7-2-2 Overtime in Buildings**

When overtime work is required by the District in a building, overtime in that building will be awarded on a rotational basis. A list of interested employees will be in order by seniority, starting with employees assigned in that building, then to the employees assigned to the building. Overtime will be awarded by going down the list, before starting back at the top again. If no one assigned to the building takes the overtime, it will be opened to the district list of employees willing to take overtime. If a specific qualification is necessary, as determined by the district, for that overtime assignment, the qualification(s) will be listed on the overtime assignment and the work will be awarded to the next person on the list that meets the qualifications.

### **7-3     *Discipline and Discharge***

#### **7-3-1 Discharge**

Service employees who have completed the required probationary period shall become permanent employees and may only be discharged for cause.

#### **7-3-2 Steps of Discipline**

Normally, the following types of discipline may be imposed:

- (1) Oral reprimand (shall not be grievable)
- (2) Written reprimand
- (3) Suspension with or without pay
- (4) Discharge

#### **7-3-3 Immediate Termination**

Subject to the grievance procedure, cause for immediate discharge shall include, but is not limited to, the following: stealing, intoxication on the job, failure to pass a physical exam required by law in order to qualify for the position, insubordination, conviction of a felony involving moral turpitude, terminable offenses under federal, state and/or district drug and alcohol policy or other reason constituting just cause.

### **7-4     *Seniority and Layoffs***

**Seniority:** For purposes of layoff and recall, seniority shall be defined as the length of continuous service based upon the employee's full time hire date within the District. For bus drivers hired after July 1, 2010, seniority is the date that a valid CDL with applicable endorsements is obtained and that employee is eligible to bid for work. If a new employee is hired with a valid CDL and applicable endorsements, the seniority date will be the hire date. When seniority is considered for purposes other than layoff and recall, overall District seniority shall apply.

For the purposes of layoff and recall, two (2) separate seniority lists will be maintained, one for full-time employees and one for part-time employees. In the event of layoff, full-time employees will be eligible to bump part-time employees, but part-time employees will not be eligible to bump full-time employees.

A reduction of work force will be accomplished based on district seniority within the classification, subject to all the provisions in this Section (7-4). All part-time employees within classification will be laid off before the layoff of full-time employees. In the event there are transportation reductions, part-time positions will be reduced before full-time positions.

In the event of a reduction of work force, an employee may:

- 1) choose demotion instead of layoff if a lower level category vacancy exists if the employee is qualified based on the job posting or if the employee can meet the qualifications (as indicated in the posting) within one year, or
- 2) the employee may bump the least senior employee in the same or lower category in a formerly held classification, or
- 3) choose layoff and retain recall rights

Employees choosing demotion in lieu of layoff will retain recall rights for the remainder of the recall period. Employees may not bump into a classification within a higher category unless, the employee was involuntarily demoted (such as just cause) from a higher classification. The employee must have held the classification within the higher category in order to bump into the position.

An employee refusing any of these options shall automatically terminate employment with the school district. An employee on layoff shall retain rights of recall for a period of eighteen (18) months following date of layoff and shall be eligible for recall to an opening in the same or lower job classification or category or an opening in a previously held classification or category based on seniority. In the event a laid off employee is recalled to a lower classification or hours than was held at time of layoff the employee will continue to retain recall rights for the duration of the eighteen months. Laid off employees will be called back to work based on seniority.

Laid-off service employees on recall status shall be responsible for maintaining a current listing of their address and telephone number in the school district's human resources office. Employees on layoff will be notified of recall opportunities by certified mail. Service employees refusing or failing to respond to recall within ten (10) calendar days from written notification by the school district or failing to report to work with fourteen (14) calendar days from notification of recall, shall waive all future rights of recall pursuant to this Agreement. Service employees recalled to work shall be paid at the rate established for the classification and shall work the designated hours established for that position.

In the case of equal seniority, the decision as to who must be laid off first will be determined by the date of application for employment with the District. The employee with the most recent application date will be the least senior. In the event there remains a tie, the last four digits of the service employees' social security numbers will be used. The service employee with the highest number shall be deemed to have more seniority. If multiple part-time employees move to full-time on the same date, seniority will be ranked among them based on their ranking on the part-time seniority list.

**7-5 *School Closing***

In the event of school closings, the head day and night custodians will be assigned to another school building, with the least senior head day and night custodian being affected. There will be no bumping between elementary and secondary positions.

When a vacancy occurs, those service employees on the head custodian's seniority list will be recalled first in inverse order of layoff. If no names appear on the elementary or secondary list, the opening will be posted.

**7-6 *Non-School Days (including Summer Work Hours)***

Work hours on non-school days may be different than work hours on school days. Program director or director will determine the work hours on the non-school days. The union will be informed of the schedules.

**7-7 *Conventions***

The union shall be permitted five (5) service employee days each year without pay to attend conventions. Applications shall be submitted to the Executive Director of Human Resources in charge of service employee relations at least two weeks in advance.

**7-8 *Annual Increment***

For the period of July 1, 2020 through June 30, 2021, all service employees not at the top of the salary schedule will be granted an annual step on the anniversary date of their hire.

Beginning July 1, 2020 all service employees not at the top of the salary schedule will be granted an annual increase on July 1 of each year.

**Employees hired after November 1, 2020:**

All service employees not at the top of the salary schedule and hired between July and December will be granted an annual step increase on July 1 of each year.

All service employees not at the top of the salary schedule and hired between January and June will be granted an annual step increase on the second July 1 of their employment and each subsequent year.

**7-9 *Category VI-A and Category VI-B***

**7-9-1 Full-Time** An employee who works more than 39 hours per week and 52 weeks per year shall be considered full-time.

**7-9-2 *Category VI (Bus Drivers and Bus Driver/Custodians)***

**7-9-2-1** Category VI-A (Full-time, full year) shall include all bus drivers in the current Category VI who are regularly scheduled to work an average of more than 39 hours per week for 52 weeks per year and all grandfathered bus drivers and grandfathered bus driver/custodians who were in Category V-B.

7-9-2-2 Category VI-B (Part-time) shall include all drivers in the current Category VI who are regularly scheduled to work 39 hours or less per week, or drivers who work less than 52 week per year.

7-9-2-3 All Category VI-A employees hired prior to January 22, 2004 will retain full time status until separation through attrition, or just cause termination.

**7-9-3 Insurance Benefits for Category VI-A (Full-time, full year)**

All bus drivers in Category VI-A who are regularly scheduled to work an average of more than 39 hours per week for 52 weeks per year will receive full-time insurance benefits, as defined in Article VIII, effective 30 days after ratification of this contract by the board.

**7-9-4 Category VI – License**

All employees in Category VI must maintain a valid Commercial Driver's License with a school bus endorsement.

## **ARTICLE VIII**

### **SERVICE EMPLOYEES WELFARE**

#### **FOR EMPLOYEES HIRED PRIOR TO JUNE 30, 2009**

**8-0 Group Insurance Preamble**

Subject to the provisions of this agreement, the provisions of the FMLA and the group insurance plans established by this article, an employee on Leave of Absence may continue to participate in the group insurance plans. An employee choosing to continue participation shall pay the full monthly premium for such plan, commencing the first of the month after FMLA is exhausted or the first of the month after a non-FMLA leave commences.

**8-1 Hospitalization and Major Medical**

The School Board will participate in the hospitalization/medical insurance program by paying for full-time service employees the following amounts toward the monthly premium costs of any plan approved by the School Board. Any additional cost of premium shall be borne by the employee and paid by payroll deduction. The monthly premium cost up to the maximum described in the following table will be paid by the school district.

<b>Effective</b>	<b>Single</b>	<b>Family</b>
January 1, 2019	\$724	\$899
January 1, 2020	\$749	\$924

8-1-1 Effective January 1, 2013, for full time employees who enroll in a Comprehensive Major Medical Insurance Plan with a single plan annual deductible of at least \$750 or a family plan annual deductible of at least



\$1500, the district shall contribute a monthly amount of \$45.84 to a VEBA account.

**8-2 Long-Term Disability Insurance**

The School Board will participate in the long-term disability insurance program for full-time service employees and part time employees assigned a minimum of 25 hours/week on the following basis: the Board will pay one-half (1/2) of the annual premium for all full-time service employees who participate in the program. The School Board will pay to those participants who have accumulated over sixty-five (65) days of sick leave, one-third (1/3) of their regular salary with one-third (1/3) day subtracted from the total number of remaining sick leave days until all sick leave has been used in full. Employees assigned a minimum of 25 hours/week are eligible for long term disability.

**8-3 Term Life Insurance**

Each full-time service employee and part time employees assigned a minimum of 25 hours/week may participate in the group life insurance program by carrying term insurance in the amount of \$50,000 and the Board will pay seventy-five (75) percent of the annual premium. Additional term insurance in \$50,000 increments not to exceed an additional \$150,000 may be purchased through the group, with the cost to be borne by the service employee. Employees assigned a minimum of 25 hours/week are eligible for life insurance.

**8-4 Dental Insurance**

The School Board will pay one hundred (100) percent of the annual single premium, and eighty (80) percent of the family premium for full-time service employees who participate in the school district group dental insurance plan.

**8-5 Vision Insurance**

Effective January 1, 2016, each service employee who works twenty five (25) hours per week may participate in the vision plan. The vision premium is 100% paid by the employee.

**8-6 Sick Leave Incentive**

A service employee who has worked the full fiscal year in the previous fiscal year, has at least 160 hours of sick leave or personal leave at the end of the previous fiscal year, shall receive an incentive in one lump sum, according to the following schedule:

Amount of absence

0 and up to 8 hours of absence:	\$250
Over 8 and up to 32 hours of absence:	\$200
Over 32 and up to 40 hours of absence:	\$150

Payments will be made in July of the following fiscal year or as soon as is feasible.

Up to 24 hours of personal leave a year scheduled with at least 5 days' notice will not be charged against this incentive.

**ARTICLE IX**  
**SERVICE EMPLOYEE WELFARE**  
**FOR EMPLOYEES HIRED ON OR AFTER JUNE 30, 2009**

***9-1 CAFETERIA BENEFITS***

***9-1-1 Eligibility***

Each full time service employee whose employment commences on or after June 30, 2009, and who is scheduled to hold a position in excess of eighty (80) working days in a school year, will be allocated a specified dollar amount per month, for use in purchasing fringe benefits under this Article. Said allocation will commence on the first of the month following hire date and will be made to the service employee's account at the beginning of each month during which the service employee is entitled to full salary from the district.

Full-time service employees who enroll in the district's medical insurance plan with at least \$750 annual deductible, the district shall contribute monthly plus an annual VEBA contribution; part-time service employees who are assigned at least 25 hours/week shall receive a pro-rated contribution.

EFFECTIVE	CAFETERIA PLAN	VEBA
January 1, 2019	\$954	\$45.84 monthly contribution
January 1, 2020	\$979	\$45.84 monthly contribution

Service employees hired before June 30, 2009, may choose to participate in the cafeteria benefits plan, but will no longer be eligible for any severance lump sum or retirement insurance benefits. A document to that effect, signed by the service employee will be kept in the service employee's personnel file. This option may be used in conjunction with Article 9-2, deferred compensation. This option may be exercised only during the open enrollment period.

***9-1-2 Minimum Coverage***

Each full-time service employee shall purchase, at a minimum, single coverage under the group hospitalization/major medical insurance and shall purchase Long-Term Disability Income Insurance or a service employee may combine his/her district contribution with his/her spouse, who is currently employed in the district, to purchase family coverage. For purposes of computing the amount to be charged to each service employee's account for the purchase of insurance

coverage, the rate in effect for a particular month shall be the rate billed by the carrier for that month.

#### ***9-1-3 Additional Coverage***

If a service employee elects to purchase group insurance fringe benefits offered by the school district, which results in monthly premium charges greater than the amount allocated to the service employee's account pursuant to 9-1-1 above, any cost in excess of the service employee's monthly allocation shall be borne by the service employee and paid by payroll deduction.

#### ***9-1-4 Excess Allocation***

A service employee will receive as additional salary any money allocated to the service employee for that month which was not charged against the service employee's account for purposes of fringe benefit purchases in accordance with 9-1-1.

#### ***9-1-5 Discontinuation of Allocation***

Monthly allocation to service employees for the purposes of purchasing insurance fringe benefits under 9-1 above shall cease on the first of the month following:

- a. Termination of employment with the district if it occurs before the end of the school year.
- b. Leaving on an authorized leave of absence, unless other provisions of the Agreement make provision for continuance of the monthly allocation.

#### ***9-1-6 Part-time Service Employees***

Employees whose assignment is at least 25 hours/ week shall be eligible for benefits under 9-1. The fractional part of the full amount described in 9-1-1 shall be the service employee's full-time equivalent multiplied by the amount of the benefits. The amount of sick leave, personal leave, holidays and bereavement shall continue as in 5-7-2.

Part time employees pro-rata share of the monthly contribution will be made based on their assigned hours as of October 31. This pro-rata portion will remain constant until the subsequent assignment placement on October 31 in the next year. If the assignment changes by five or more hours per week, (up or down), adjustments will be made to contributions.

### ***9-2 Vision Insurance***

Effective January 1, 2016, each service employee who works twenty five (25) or more hours per week may participate in the vision plan. The vision premium is 100% paid by the employee.

### **9-3    *Deferred Compensation***

#### **9-3-1   *Eligibility***

Full-time service employees who participate in cafeteria benefit will be eligible to participate in the matching annuity program as provided in MS. 356.24, upon completion of at least three (3) years of employment.

#### **9-3-2   *District Contribution***

For employees hired after June 30, 2009, the district will provide up to \$600 in a deferred compensation match with three years of full time service or the equivalent. The deferred compensation match will be paid twice monthly at the rate of \$25.00. Part time employees whose assignment is at least .5 will receive a prorated match. Employees hired before June 30, 2009 and choosing the deferred compensation match must waive their right to severance pay as described in Article XI, 11-1, (and will receive the above stated contribution).

#### **9-3-3   *Roth 403(b)***

Effective January 1, 2011 and subject to federal law within the 403(b) plan, in addition to pre-tax 403(b) contributions, employees shall be allowed the option of making after-tax Roth 403(b) contributions through approved vendors accepting such contributions. However, any employer contributions shall be made on a non-Roth pre-tax 403(b) basis.

#### **9-3-4   *Part Time Service Employees***

Service employees whose assignment is at least 25 hours/ week shall be eligible for benefits under 9-2. The fractional part of the full amount described in 9-2-2 shall be the service employee's full time equivalent multiplied by the amount of the benefits.

## **ARTICLE X PUBLIC OBLIGATION**

The Board and the union mutually recognize the needs of the Public Employee Labor Relations Act (PELRA), and that the right of students and residents of this district to the continuous and uninterrupted operation of their schools is of paramount importance. During the term of this Agreement, the union and the district will not engage in any action contrary to the public employee law of the state of Minnesota.

## **ARTICLE XI RETIREMENT**

All full-time service employees of Independent School District 281 who are members of the school district hospitalization/major medical group plan, who have fifteen (15) years

of full-time employment in the school district and who retire following the age of 55, may continue as a member in the insurance group.

The School district will pay the same percentage of premiums as paid for other members of the group until the retiree reaches eligibility for Medicare for service employees who retire before July 1, 1990. For service employees retiring after July 1, 1990, the amount of school board participation in health insurance coverage will be fixed at the amount provided by the School Board at the time of the service employees' retirement. Future change negotiated through this bargaining process will not affect the retired service employee's benefit.

### ***11-1 Severance***

The purpose of the severance pay program in District 281 is to reward full-time service employees for service rendered over a long period of time.

#### ***11-1-1 Eligibility***

To qualify for severance pay, the full-time service employee must:

***11-1-1-1*** Be at least 55 years of age on June 30 of the school year in which the service employees' retirement becomes effective;

***11-1-1-2*** Have completed fifteen (15) or more full-time years of service in District 281 on June 30 of the school year in which the service employees' retirement becomes effective. All service employees employed 52 weeks annually are deemed to be full-time service employees with regard to severance pay eligibility. Full time employees shall earn one full time year towards severance for each 2080 hours worked as a part time employee. Severance pay shall not be granted to any service employee who is discharged by the school district;

***11-1-1-3*** Have provided to the school district a written resignation forty five (45) days prior to the effective date of the resignation.

***11-1-1-4*** Been hired prior to June 30, 2009, and not participating in the cafeteria plan.

#### ***11-1-2 Basis of Pay***

The amount of severance pay shall be up to 100 days of the service employee's final salary as of June 30 of the last full year of employment. Salary shall be defined as annual salary amount and shall not include any additional compensation for extended employment or other extra compensation. A maximum of 30 days may be accumulated for years of service. A maximum of 70 days may be accumulated for unused sick leave.

#### ***11-1-3 Years of Service***

Two (2) days of severance pay will be paid for each full year of service in the school district. Provisions in 11-1-3 are subject to limitations noted in 11-1-2.

***11-1-4 Accumulated Sick Leave***

One-half (1/2) day of severance pay will be paid for each full day of accumulated sick leave up to a maximum of seventy (70) days. Provisions in 11-1-4 are subject to limitations noted in 11-1-2.

***11-1-5 Amount of Pay***

Days accumulated toward severance pay as noted in 11-1-2, 11-1-3, and 11-1-4 shall be multiplied by the daily rate of pay.

***11-1-6 Time of Payment***

Severance pay shall be deposited into a special pay deferral plan within thirty days of the last paycheck following the date of retirement.

**ARTICLE XII**

**EMPLOYER SECURITY**

No service employee covered by the terms of this contract shall engage in a strike, as defined by PELRA, nor shall any such person or organization of such persons or its officials or agents cause, condone, instigate, encourage or cooperate in a strike except as may be provided in Minnesota Statutes 179A.01-179A.30.

**ARTICLE XIII**

**DURATION AND EFFECT**

***Terms and Reopening Negotiations***

This Agreement shall remain in full force and effect for a period commencing on July 1, 2020, through June 30, 2022. In the event that a new contract is not agreed to by July 1, 2022, provisions of this contract will remain in effect. If either party desires to modify or amend this Agreement commencing on July 1, 2022, they shall give written notice of such intent no later than May 1, 2022. Unless otherwise mutually agree, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

This Agreement constitutes the full and complete Agreement between the Board and the union representing service employees described in the appropriate unit. Provisions herein relating to terms and conditions of employment supersede any and all prior Agreements and practices of employment inconsistent with these provisions.

## SERVICE EMPLOYEES LOCAL 284 APPENDIX A CATEGORY POSITIONS

**\*\***(The Head Day ESC/Transportation, Maintenance Lead and Head Day Elementary move to Category I is effective July 1, 2010)

### CATEGORY I-A

Classifications:

a. Head Journeyman Electrician

b. Head Day - Elementary

### CATEGORY I-B

Classifications:

a. Low Voltage Electrician

c. Maintenance Lead

e. Carpenter Lead

b. Warehouse

d. Head Day ESC/ Transportation/Crystal Learning Center

f. Head Night – Senior High

### CATEGORY II

Classifications:

a. Head Night – Middle School

c. Assistant Grounds

e. Electrical Apprentice

b. Assistant Maintenance

d. Assistant Carpenter

### CATEGORY III

Classifications:

a. Head Night – Mechanic

b. Head Night-Elementary

### CATEGORY IV

Classifications:

a. Maintenance – Senior High

c. Night Mechanic

e. Day Mechanic

b. Full-Time Maintenance

d. Full-Time Grounds

f. Full-Time Carpenter

### CATEGORY V

Classifications:

a. Maintenance Technicians

c. Mail Delivery Driver

b. Warehouse Driver

### CATEGORY VI-A

Full-time Bus Drivers/Custodians (39 hours per week AND 52 weeks per year.)

### CATEGORY VI-B

Part-time Bus Drivers (less than 39 hours per week or less than 52 weeks per year.)

### CATEGORY VII

Building Technicians

### *Category VII*

#### ***Building Technicians***

Employees in Category VII who obtain a 2<sup>nd</sup> class boiler's license or higher, who have worked for the District for at least three years, and who demonstrate the ability to perform the essential functions of a maintenance technician and subject to the business needs of the District for the position, will be placed in Category V on a step that is no less per hour than the step the employee was placed in Category VII. An employee placed in Category V shall be called upon to perform the duties of a maintenance technician. The district and the union will meet to determine the checklist to be used to determine whether an employee can demonstrate the necessary skills of a maintenance technician.

## **SERVICES EMPLOYEES LOCAL 284 APPENDIX B 2020-2021, 2021-2022 WAGE SCHEDULE**

### **CUSTODIAL SALARY MATRIX**

Class									
Step	CU1A	CU1B	CU2	CU3	CU4	CU5	CU6A	CU6B	CU7
1	\$26.33	\$25.83	\$25.33	\$25.06	\$24.86	\$19.73	\$21.78	\$18.52	\$16.74
2	\$26.69	\$26.19	\$25.68	\$25.41	\$25.17	\$21.98	\$23.22	\$19.15	\$17.80
3	\$27.04	\$26.54	\$26.05	\$25.73	\$25.55	\$24.67	\$24.67	\$19.85	\$18.83
4	\$27.30	\$26.80	\$26.31	\$25.99	\$25.80	\$24.78	\$24.78	\$19.94	\$18.92

### **LONGEVITY PAY**

Effective July 1, 2021, a career increment will be paid to full-time service employees each year following their 5th year anniversary in District 281. The payment will be processed on the first payroll in July.

Years of Service	Effective 2021-2022
5-9	\$581.25
10-14	\$937.50
15-19	\$1,293.75
20 or more years	\$1,650.00



## **STIPENDS**

- Building Technician Trainer stipend \$.50/hour during the entire fiscal year.

Employees holding the following license or certification will receive stipends as indicated.

- Certified Pool Operator License: \$.30/hour
- Class A CDL Driver's License (grounds employees): \$.15/hour
- Registered Unlicensed Maintenance Electrician Certification (at District's request): \$.15/hour
- Class B School Bus License and Passenger Endorsement (non-transportation employees): \$.50/hour
- Specialist Class Boiler License: \$.20/hour
- CDL Air Brake Endorsement: \$.30/hour
- Chief Boiler License: \$.50/hour
- Playground Equipment Inspector Certificate: \$.25/hour
- New Employee Training: \$11.00

Employees will not normally be hired at an initial step higher than step 1. In the event that the supervisor believes a higher initial placement is appropriate, the supervisor will consult with the Union Steward prior to an initial offer of employment.

**SHIFT DIFFERENTIAL:** Second Shift \$.25 per hour  
Third Shift \$.35 per hour  
The shift differentials is not applicable to the Head Night position as it is built into the pay.

### **Boiler License**

Maintenance Technicians, Senior High Maintenance, Head Night-Elementary, Head Night-Middle School, and Head Night-Senior High shall obtain a boiler license appropriate for their building boiler system by a date mutually agreed upon by the District and SEIU. These employees must keep those licenses current.

Employees who receive the boiler license differentials must have the skills and qualifications required to perform applicable boiler tending responsibilities for their respective license

### ***Vo-Tech/Community College***

Employees who take and pass (80%) district approved college courses will receive, for all hours worked, a differential of \$.25 per hour for each course passed. The maximum differential paid for course work will be limited to \$.75 per hour (three classes passed). A course description will be provided to the Director of Buildings and Grounds for approval. The differential will be paid beginning on the pay period after the employee provides the Human Resources Department with an official copy of a school grade transcript showing the employee passed (80%) the approved course.

## **APPENDIX C**

### **SCHOOL CALENDAR FOR 2020-2021**

Teacher workshop	Aug. 13, 2020 – Sept. 4, 2020
First marking period	Sept. 8, 2020 – Nov. 6, 2020
Second marking period	Nov. 9, 2020 – Jan. 22, 2021
Third marking period	Jan. 26, 2021 – March 26, 2021
Fourth marking period	April 6, 2021 – June 9, 2021
Entire Year	170 days for students 189 days for teachers
Last day of school for students	June 9, 2021
Last day of work for teachers	June 10, 2021

### **SCHOOL NOT IN SESSION**

Labor Day	September 7, 2020
Staff Development Day	October 9, 2020
Teachers Convention Day	October 15, 2020
Teachers Convention Day	October 16, 2020
Staff Development Day	November 3, 2020
Teachers Compensatory Day	November 25, 2020
Thanksgiving Break	November 26-27, 2020
Winter Break	December 21, 2020-January 1, 2021
Martin Luther King's Birthday	January 18, 2021
Staff Development Day	January 25, 2021
President's Day	February 15, 2021
Staff Development Day	February 16, 2021
Spring Break	March 29-Apr. 2, 2021
Staff Compensatory Day	April 5, 2021
Staff Development Day	April 12, 2021
Teachers Compensatory Day	May 7, 2021
Memorial Day	May 31, 2021

## **APPENDIX D**

### **SCHOOL CALENDAR FOR 2021-2022**

Teacher workshop	Aug. 30, 2021 – Sept. 3, 2021
First marking period	Sept. 8, 2021 - Nov. 5, 2021
Second marking period	Nov. 8, 2021 – Jan. 21, 2022
Third marking period	Jan. 25, 2022 – March 18, 2022
Fourth marking period	March 28, 2022 – June 8, 2022
Entire Year	170 days for students 189 days for teachers
Last day of school for students	June 8, 2022
Last day of work for teachers	June 9, 2022

### **SCHOOL NOT IN SESSION**

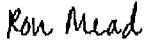
Labor Day	September 6, 2021
Teachers Compensatory Day	September 7, 2021
Staff Development Day	October 15, 2021
Teachers Compensatory Day	October 21, 2021
Teachers Convention Day	October 22, 2021
Staff Development Day	November 2, 2021
Thanksgiving Break	November 25-26, 2021
Winter Break	Dec. 20-31, 2021
Martin Luther King's Birthday	January 17, 2021
Staff Development Day	January 24, 2022
President's Day	February 21, 2022
Staff Development Day	February 28, 2022
Spring Break	March 21-25, 2022
Staff Development Day	April 4, 2022
Teachers Compensatory Day	April 15, 2022
Teachers Compensatory Day	April 18, 2022
Memorial Day	May 30, 2022


**ARTICLE XV  
COLLECTIVE BARGAINING CONTRACT**

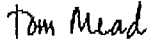
The School Board shall furnish a printed copy of this collective bargaining agreement to each service employee in the bargaining unit, eight (8) weeks after the contract is signed.

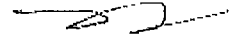
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

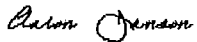
THE SERVICE EMPLOYEES  
UNION LOCAL 284  
AFFILIATED WITH THE AFL AND CIO  
CUSTODIAN/BUS DRIVER EMPLOYEES  
INDEPENDENT SCHOOL DISTRICT 281

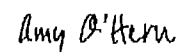
DocuSigned by:  
  
Steward

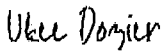
DocuSigned by:  
  
Chairperson of the School Board

DocuSigned by:  
  
Steward

DocuSigned by:  
  
Clerk of the School Board

DocuSigned by:  
  
Business Representative

DocuSigned by:  
  
Executive Director of Human Resources

DocuSigned by:  
  
Executive Director of Finance

Dated this 6th day of July, 2021

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the parties to this Memorandum of Understanding are Independent School District 281, Robbinsdale Area Schools ("District"); and Service Employees International Union, Local 284 ("Union"); and

WHEREAS, the Union represents service employees, including bus drivers and building and grounds employees; and

WHEREAS, as part of the 2011-14 Collective Bargaining Agreement between the parties the parties adopted a Memorandum of Understanding that contained the terms and conditions of employment relating to the implementation of the District's decision to subcontract its transportation operations effective July 1, 2012; and

WHEREAS, the parties intend for this Memorandum to reflect the continuing implementation of the decision to subcontract the District's transportation operations; and

WHEREAS, the parties have agreed to remove several provisions relating to transportation from the Collective Bargaining Agreement; and

WHEREAS, the parties recognize that the District could take action to discontinue subcontracting and resume providing transportation services through its own employees and wish to ensure an orderly transition, should that occur,

NOW THEREFORE, the parties hereby agree as follows:

1. Driver positions: The 7 employees listed below were employed in category VI-A positions on June 30, 2019 and pursuant to Section 7-9-2-3 of the Agreement, these employees will retain full-time status until separation through attrition or just cause termination. As the incumbents of these 7 driver/custodian positions separate from the District through attrition or just cause termination, the District will have no obligation to fill the positions by transferring existing employees or hiring new employees, (subject only to the exception noted in paragraph 3, below) and the transportation portion of the work associated with these 7 positions will be performed by a private contractor.

The parties agree that these employees will be assigned to specific regular school year, special education routes designated by the District. These employees will not have any right of assignment to field trip routes, charters, student activity routes, or regular education routes, and sections 5-6-1 and 5-7-3 of the collective Bargaining Agreement shall not apply. In the event the District needs to cover a route because the listed employees are absent and not available to cover their regular routes, the District may contract with a private contractor to cover the route.

Ramon Harris  
Lawrence Eads  
Jacques Lewis  
William Williams  
Paula Sala  
Thomas Mead

2. Maintenance Technician positions: The following employees were employed as maintenance technicians (category V) on June 30, 2014. In the event any of the VI-A employees listed in paragraph 1 of this Agreement retires, resigns or is terminated before December 31, 2014, by interest and full-time seniority date, the employees listed below will be eligible to move into the position, subject to holding a current CDL/school bus endorsement.

Bradley Peske

3. In the event the District takes action to discontinue subcontracting and resume providing transportation services through its own employees, the following provisions of the 2011- 14 collective bargaining agreement will be re-inserted into the collective bargaining agreement in their entirety, as they appeared in the 2011-14 collective bargaining agreement: section 5-6-1 (Summer Routes) and section 5-7-3 (Driving Assignments)
4. This Memorandum of Understanding is hereby made part of the Collective Bargaining Agreement between the parties. This Memorandum of Understanding will take effect only upon ratification by the Union's membership and School Board action, along with the Collective Bargaining Agreement

INDEPENDENT SCHOOL DISTRICT 281

Date: 8/2/2021

DocuSigned by:  
By: Amy O'Hern  
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SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 284

Date: 7/26/2021

DocuSigned by:  
By: Sharon O'Hern  
00333ACBF56148E...

September 17, 2021

**Letter of Agreement\* for 2021-2022 School Year  
ISD 281-SEIU 284 Bus Drivers**

Length of agreement: September 17, 2021 through June 8, 2022

Driver positions:

- All parties agree that the 6 employees listed below will drive regular education routes designated by the District and Durham Transportation Services (hereinafter "Durham") for the 2021-2022 school year. The listed employees shall have unassigned/available regular education routes made available to them to select one consistent route from.
- The employees may express interest in, and be utilized for, optional field trips, charters, and student activity driving, as they are available and interested and as needed by the District and Durham.
- All parties agree that as soon as the regular education routes are consistently able to be filled by a Durham driver the 6 service employees listed below will be called back to their special education routes in seniority order. Every reasonable effort shall be made to grant the listed drivers the ability to return to their previously-held special education bus routes/schools.
- All parties agree that the employees listed below will be paid a stipend upon the start date of this agreement of \$1,000.
- All parties agree that the employees listed below will be paid a monthly stipend of \$500 on the last paycheck of the month. The monthly stipend of \$500 shall be in effect for the 8 months between October and May of this agreement and shall apply as long as regular route driving was performed by the listed employees at any time within each month of this particular agreement, through June 8, 2022.
- During the midday periods between regular routes, the listed employees shall return to their assigned buildings to perform regular custodial duties. This period will include a daily 30-minute lunch break.
- All drivers will follow all health and safety requirements of the District and of Durham.

Ramon Harris  
Lawrence Eads  
Jacques Lewis  
William Williams  
Paula Sala  
Thomas Mead

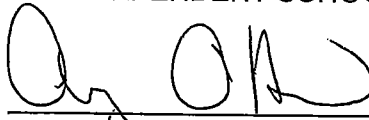
\*This temporary agreement will only supersede the MOU on pages 36-37 of the Robbinsdale Custodial – Transportation Bargaining Unit's Union Contract from September 17, 2021 through the agreement's sunset date of June 8, 2022, after which time the Union and the District will revert to all terms and conditions within the MOU on pages 36-37 of the Collective Bargaining Agreement *unless* both parties mutually agree to any kind of extension of this agreement.

*Signatures On Following Page (over)*

Date:

9/21/2021

For INDEPENDENT SCHOOL DISTRICT 281



Amy O'Hern, Executive Director of Human Resources

For SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 284

Date:


9/21/2021



Aaron Janson, Business Agent

Date:

9/21/2021



Tom Mead, Steward