

SEIU Local 284
Burnsville Buildings and Grounds Employees
Side by Side

8.7.23 SEIU: Proposed additions to the contract are shown by underline; proposed deletions are shown by ~~strikeout~~. Two-year contract, 2023-2025; change all applicable dates (TA: 9.6.23)

8.7.23 SEIU: ARTICLE V UNION SECURITY

Section 1 With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The deduction authorization notice from the Union will include certification from the Union that the Union has and will maintain a valid authorization from the employee for whom deductions will be made. The District may require a copy of the valid authorization form only if a dispute arises about the existence or terms of the authorization. The dues and/or political action committee deduction(s) authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization(s) in writing in accordance with the terms of the original authorizing document(s).
~~The employee request shall be in the form of a written authorization, online sign-up, or audio recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction. The School District agrees to honor and implement all terms of dues check-off authorization submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues collected (including premier member), and all other provisions agreed to by the employee, as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly. (TA: 9.6.23)~~

8.7.23 SEIU: ARTICLE V UNION SECURITY

Section 6 ~~Upon request, the District shall make available to the Union a bargaining unit list of employees including name, address, work hours, work location, position, classification, wages schedule placement, and date of employment. Within ten (10) calendar days of date of hire, the District shall provide the following contact information to the Union, name, job title, worksite location, home address, phone numbers on file with the district, date of hire, email addresses, wage, number of hours normally scheduled to work each day, and number of duty days in the year. Every 120 calendar days the District shall make available to the Union a complete bargaining unit list of employees including this same information. (TA: 9.6.23)~~

8.7.23 SEIU: ARTICLE V UNION SECURITY

Section 7 New Hire Orientation

The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. The District will provide at least a ten day notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union. (TA: 9.6.23)

9.6.23 ISD191: ARTICLE IX OVERTIME

Section 1. Employees will be compensated at one and one-half (1 ½) times the employee's regular pay rate for hours worked in excess of the employee's regular daily shift except on Sundays and holidays. Employees may elect to take one and one-half (1 ½) hours off for each hour of overtime worked in lieu of overtime pay providing the work has been for Independent School District 191 and meets with the approval of the Director of Operations.

Section 2. Time worked on Sundays or holidays shall be compensated at double time.

Section 3. Administration will assign overtime and employees will work when such overtime is assigned in emergencies. Scheduled overtime will be offered on the basis of rotating seniority, giving an employee the option of the best available shifts based on seniority.

Section 4. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Section 5. Overtime will be calculated to the nearest fifteen (15) minutes.

Section 6. Overtime is incurred when an employee renders service at the specific direction of the Employer in excess ~~the~~ ~~employee's regular shift of 40 hours worked.~~ A calendar week commences at 12:01 a.m. on Sunday and ends the following Sunday at 12:00 a.m. 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.

Section 7. No more than (2) hours work will be allowed if the event is cancelled without prior notice.

8.7.23 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 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 may approve the time off at their discretion. Employees that work on a day the District closes facilities, because of inclement weather or other emergency circumstances, will receive an additional ~~\$2.00~~ \$4.00 per hour for their shift.

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 work that day, will receive an additional ~~\$2.00~~ \$4.00 per hour in addition to their regular rate of pay for the balance of their shift.

Section 3. Section 3. In the event the District declares an e-learning day, employees directed not to report to work will be paid for normally scheduled work hours for the duration of the e-learning period. Employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

8.7.23 SEIU: Article XIII Holidays

Section 1 Twelve-month employees shall receive ~~ten (10)~~ eleven (11) paid holidays. They are Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, Memorial Day, Juneteenth, Independence Day, and one (1) floating holiday. When Christmas and New Year's fall on Saturday, the previous Friday will be observed as a holiday. When those two days fall on a Sunday, the following Monday will be observed. Employees working less than a twelve-month schedule will receive holidays that fall within their schedule work period.

8.7.23 SEIU: Article XIV Job Posting and Transfer

Section 7 Temporary Appointments: When a supervisor replaces an employee in a higher classification on a temporary appointment or for any other reason with another lower paid employee who qualifies for and performs all job functions of the higher classification for more than ~~40~~ four (4) work days, the temporary replacement shall receive the higher rate of pay. A temporary appointment to replace an employee in a lower classification continues at the regular rate. Pay is retroactive to day 1. The district agrees not to abuse this provision.

9.6.23 ISD191: Article XIV Job Posting and Transfer

Section 7 Temporary Appointments: When a supervisor replaces an employee in a higher classification on a temporary appointment or for any other reason with another lower paid employee who qualifies for and performs all job functions of the higher classification for more than ~~40~~ five (5) work days, the temporary replacement shall receive the higher rate of pay. A temporary appointment to replace an employee in a lower classification continues at the regular rate. ~~Pay is retroactive to day 1.~~ The district agrees not to abuse this provision.

9.6.23 ISD191:

ARTICLE XVI
PERSONAL ILLNESS ABSENCE SICK TIME (SICK AND SAFE TIME)

Section 1. All full-time employees shall earn ~~personal illness absence~~ sick time at the rate of one and a half (1.5) days for each month of service in the employ of the School District. Up to 48 hours of accrued sick time shall satisfy sick and safe time required by state statute. ~~the Personal illness absence~~ Sick time will not accumulate while an employee is on unpaid leave or is receiving income protection benefits and shall only accumulate when an employee is actually working or on the District payroll. Employees will be allowed accumulation of one hundred (100) days. ~~Personal illness absence shall accumulate only when an employee is actually working or on District payroll.~~

Section 2.

Subd. 1. Employees shall notify the supervisor when illness prevents attendance at work so substitutes may be arranged. Notification shall be made as early as possible. Violation of this section shall be cause for denying paid ~~personal illness absence~~ sick time and/or initiating disciplinary action.

Subd. 2. "Notification shall be made as early as possible" means any shift starting at 12 noon or after requires the employee to notify administration that they shall be on ~~personal illness absence~~ sick leave at least two (2) hours before the shift starting time and any shift starting before noon will require one (1) hour notice.

Section 3. To protect the health and welfare of students and staff, administration has the responsibility to check ~~personal illness absence~~ by employees. When an employee has been absent for three (3) or more consecutive days or following a conference for which ~~a written summary has~~ directives have been provided to the employee addressing a suspicious pattern of use, a physician's note will be required to verify illness and the ability to return to work. Employees who do not comply will be subject to disciplinary action.

Section 4. Employees can use their earned sick time for the employee's mental or physical illness, treatment or preventive care; a family member's mental or physical illness, treatment or preventive care; absence due to domestic abuse, sexual assault or stalking of the employee or a family member; closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Section 5. Family members are defined as their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent); their spouse or registered domestic partner; their sibling, stepsibling or foster sibling; their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; their grandchild, foster grandchild or step-grandchild; their grandparent or step-grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; a child-in-law or sibling-in-law; any of the family members listed above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and up to one individual annually designated by the employee.

Section 6. The total number of sick time accrued and available for use, as well as the total number of earned sick hours used shall be available to employees via the current online payroll system, i.e. Skyward.

(update Article numbering)

8.7.23 SEIU: Article XX Bereavement Absence

Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, adult children, spouse of a child, parents or former guardians, grandparents, grandchildren, brother, sister and in-laws of a similar degree of relationship. Ten (10) days shall be granted for the death of a minor child. Up to three (3) days shall be permitted for a death of a nephew, niece, aunt or uncle.

9.6.23 ISD191: Article XX Bereavement Absence Bereavement Leave. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include: spouse, children, spouse of child, parents or former guardians, grandparents, grandchildren, brother, sister and in-laws of a similar degree of relationship. Up to three (3) days shall be permitted for a death of nephew, niece, uncle or aunt.

An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents or equivalent, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews and equivalent in-laws. The Superintendent may, in their sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family, out-of-state funerals or other extenuating circumstances.

8.7.23 SEIU: Article XXVI Retirement

Section 1

Subd.1. A District match to a 403(b) program is available to members of the unit who are beginning their third (3rd) year of work in the District at .5 FTE or more. Effective July 1, 2021, the District will match \$750.00 as permitted under provisions of the Internal Revenue Code Section 403(b).

Effective July 1, 2023, the District will match \$1000 to members of the unit who are beginning their fifth (5th) year of work in the District at .5 FTE or more.

8.7.23 SEIU: Article XXVI Retirement

Subd.2. Effective July 1, 2015, an 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) or less leave days in the concluding fiscal year shall have sufficient leave days converted at the rate equal to ~~one thousand (\$1,000)~~ one thousand two hundred (\$1,200) 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 (280) hours determined as of June 15th of the same tax year, and has taken more than one (1) leave day up to three (3) leave days, in the concluding fiscal year shall have sufficient leave days converted at the rate equal to ~~six hundred (\$600)~~ seven hundred (\$700) which shall be contributed to an active ISD 191 approved 403(b) plan by the July 15th payroll.

Effective July 1, ~~2015-2024~~, the conversion rate for leave days shall be ~~two hundred dollars (\$200) per day~~ equivalent to an employee's regular rate of pay.

9.6.23 ISD191: ARTICLE XXII, INSURANCE

Section 4. Health and Hospitalization Insurance:

Subd 1. Single Health and Hospitalization Insurance. Effective July 1, 2023, The District will contribute monthly an amount equal to ~~400% \$1,078~~ 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, 2024, the District will contribute monthly an amount equal to \$1,1067 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% \$1,901~~ 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 \$2,062 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.

9.6.23 ISD191: Renew MOU on Short Term Disability

Article XXV Salary Schedule

2022-2023 (current)

Classification	Job Description	Step 1	Step 2	Step 3	Step 4
Lvl I	General	17.45	21.05	24.10	24.15
Lvl II	Courier	18.60	22.05	25.15	25.25
	General				
	Grounds				
	Pool				

Lvl III	Building Lead Warehouse Lead	19.10	22.55	26.25	26.30
Lvl IV	Maintenance	27.25	27.25	27.25	27.30

2023-2024

Classification	Job Description	Step 1	Step 2	Step 3	Step 4
Lvl I	General	20.00	22.10	25.30	25.35
Lvl II	Courier General Grounds Pool	21.00	23.15	26.40	26.51
Lvl III	Building Lead Warehouse Lead	22.00	23.67	27.56	27.61
Lvl IV	Maintenance	28.25	28.25	28.25	28.30

2024-2025

Classification	Job Description	Step 1	Step 2	Step 3	Step 4
Lvl I	General	21.00	23.20	26.56	26.61
Lvl II	Courier General Grounds Pool	22.05	24.30	27.72	27.73
Lvl III	Building Lead Warehouse Lead	23.10	24.85	28.93	28.99
Lvl IV	Maintenance	29.66	29.66	29.66	29.71

9.6.23 ISD191:

BASE	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
	LVL I	LVL I -- GENERAL	\$ 17.45	\$ 21.05	\$ 24.10	\$ 24.15
	LVL II	LVL II -- COURIER	\$ 18.60	\$ 22.05	\$ 25.15	\$ 25.20
		LVL II -- GENERAL				
		LVL II -- GROUNDS				
		LVL II -- POOL				
	LVL III	LVL III - BUILDING LEAD	\$ 19.10	\$ 22.55	\$ 26.25	\$ 26.30
		LVL III - WAREHOUSE LEAD				
	LVL IV	LVL IV - MAINTENANCE	\$ 27.25	\$ 27.25	\$ 27.25	\$ 27.30
YEAR 1	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
	LVL I	LVL I -- GENERAL	\$ 17.80	\$ 21.45	\$ 24.55	\$ 24.60
	LVL II	LVL II -- COURIER	\$ 18.95	\$ 22.45	\$ 25.60	\$ 25.65
		LVL II -- GENERAL				
		LVL II -- GROUNDS				
		LVL II -- POOL				
	LVL III	LVL III - BUILDING LEAD	\$ 19.45	\$ 22.95	\$ 26.75	\$ 26.80
		LVL III - WAREHOUSE LEAD				
	LVL IV	LVL IV - MAINTENANCE	\$ 27.75	\$ 27.75	\$ 27.75	\$ 27.80
YEAR 2	CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
	LVL I	LVL I -- GENERAL	\$ 18.15	\$ 21.85	\$ 25.00	\$ 25.05
	LVL II	LVL II -- COURIER	\$ 19.30	\$ 22.85	\$ 26.05	\$ 26.10
		LVL II -- GENERAL				
		LVL II -- GROUNDS				
		LVL II -- POOL				
	LVL III	LVL III - BUILDING LEAD	\$ 19.80	\$ 23.40	\$ 27.25	\$ 27.30
		LVL III - WAREHOUSE LEAD				
	LVL IV	LVL IV - MAINTENANCE	\$ 28.25	\$ 28.25	\$ 28.25	\$ 28.30