MASTER AGREEMENT*

July 1, 2025 – June 30, 2027

BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284
CUSTODIAL EMPLOYEES
BURNSVILLE – EAGAN – SAVAGE

*A copy of this contract is available in Spanish. It is understood that the translation may not be exact and that the English version is the agreed upon master contract and will be used in implementation and all disputes.

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Custodial Employees
2025 -- 2027

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ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District 191, Burnsville, Minnesota, hereinafter called the Employer, and the Service Employees International Union Local 284, hereinafter called the Union, pursuant to and in compliance with the Public Employment Relations Act of 1971, provides the terms and conditions of employment for Maintenance and Operations Employees during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: The Employer recognizes the Union as the exclusive representative, under the PELRA for all classifications listed in Article XXIV.

Section 2. Appropriate Unit: All employees in the above categories are members of the appropriate unit except those excluded under P.E.L.R.A.

Section 3. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III
DEFINITIONS

Section 1. Full-time Employees: Shall mean an employee who works forty (40) hours per week on a regular basis for more than one hundred (100) days per fiscal year.

Section 2. Union: Service Employees International Union Local 284.

Section 3. Union Member: A member of the Service Employees International Union Local 284.

Section 4. Employee: A member of the exclusively recognized bargaining unit.

Section 5. Probationary Period: Effective July 1, 2008 all newly hired or rehired employees will have a nine (9) month (calendar) probationary period from their date of hire. After 67 but before 90 working days of service, the Director of Operations, appropriate supervisor and union steward(s) shall meet with the employee and the District shall conduct a performance review. At that meeting it shall be determined if further performance reviews shall be required prior to the completion of the probationary period.

Section 6. Employer: The Independent School District 191, Burnsville, Eagan, Savage.

Section 7. Superintendent: Superintendent of Independent School District 191.

Section 8. Union Officer: Officer elected or appointed by the Service Employees International Union Local 284.

Section 9. Basic Work Week: A normal workweek shall consist of forty (40) hours, exclusive of lunch. A work week commences at 12:01 a.m. on Sunday and extends through seven consecutive, twenty-four hour periods.

Section 10. Work Day: The lunch period each day shall not be interrupted except in cases of emergency. When a principal or supervisor identifies a task as needing emergency service, the employee shall receive at least ½ hour of overtime pay. A maximum of twenty minutes away from the workstation for coffee breaks shall be permitted each work day. The Director of Operations and Properties will establish break times for each employee.

Section 11. Basic Work Year: The custodial work year shall correspond to the School District's fiscal year which is July 1st through the following June 30th.

Section 12. Shifts:

A shift -When the majority of the hours are worked between 5:30 a.m. and 1:59 p.m.
B shift -When the majority of the hours are worked between 2:00 p.m. and 9:59 p.m.
C shift -When the majority of the hours are worked between 10:00 p.m. and 5:29 a.m.

Section 13. Direction of Duties: All custodial work assignments, whether regularly assigned or temporary because of outside agency rentals, are under the direction of the Maintenance and Operations Supervisors. The duties and responsibilities of cleaning, maintaining and securing the building shall be completed by the custodial staff as needed for the duration and completion of events.

Section 14. Pay Period: Overtime shall be paid in the next pay period following overtime when submission of overtime is made within the District payroll schedule.

ARTICLE IV
EMPLOYER AUTHORITY

Section 1. The employer retains the sole right to operate and manage all personnel, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.

Section 2. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with in the discretion of the Employer to modify, establish or eliminate.

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). Such dues shall be remitted to the Union monthly.

Section 2. Steward Designation: The Union may designate employees from the bargaining unit to act as a steward and an alternate steward and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate steward.

Section 3. Union Business: The Employer agrees to allow two (2) membership meetings per year on District property for the purpose of formulating wage requests and presenting final proposal. One hour of release time with no salary deduction shall be granted for each meeting. The district will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative including, but not limited to, grievance investigation and processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time except in emergency situations.

Section 4. Union Notices: The Employer shall make space available on the employee bulletin board for posting of Union notice(s) and announcement(s).

Section 5. Hold Harmless: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of the Article.

Section 6. 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.

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.

ARTICLE VI
EMPLOYEE RIGHTS - GRIEVANCE

Section 1. Definitions.

Subd. 1. Grievance: A grievance is defined as a dispute or disagreement as the interpretation or application of the specific terms and conditions of this Agreement.

Subd. 2. Days: Days shall mean workdays.

Section 2. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors.

Section 3. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours. However, the employee and the Union representative must have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section 4. Procedure:

Subd. 1. Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer on the proper form. The Supervisor will meet and discuss the allegation within five (5) days of notification and give an answer to such Step 1 grievance within ten (10) days after the meeting.

Subd. 2. Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent

shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

Section 5. Arbitrator's Authority

Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. of 1971 as amended, and shall be based solely on this Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE VII
SENIORITY

Section 1. Employee seniority shall be determined by the employee's length of continuous employment in the bargaining unit.

Section 2. Seniority lists will be published by the Employer on November 1st of each year.

Section 3. Probationary periods can be extended up to an additional 90 calendar days by mutual agreement between the Employer and the Union.

Section 4. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

Section 5. In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:

Seniority will decide any reduction. The least senior person in any group based on the employee's seniority pursuant to Section 1 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the ability to

perform the work required. Position by group shall be the determining factor and any employee eliminated shall then have the right to displace the next least senior employee in the same group or successively lower groups. A junior employee may not displace a senior employee.

Upon rehiring, the laid off employee with the most seniority shall be the first recalled. Employees laid off shall hold recall rights for a period of one year. Employees rejecting re-employment shall forfeit recall rights. In no case shall an employee displace an employee with more seniority or an employee in a higher classification.

ARTICLE VIII
DISCIPLINE

Section 1. The employer will discipline employees for just cause only. Upon investigation and finding of facts, the employer shall give the affected employee and the steward a written letter explaining such findings. Discipline will be in one or more of the following forms: a) Letter of Reprimand, b) Letter of Deficiency, c) suspension, d) demotion, or e) discharge.

Section 2. Suspension, demotions, and discharges will be in written form.

Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be presented, read, and the employee given an opportunity to sign. Employees and the Union will receive a copy of such reprimands and/or notices.

Section 4. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 5. Any material in the employee's permanent personnel file may be reproduced at the request of the employee and cost of reproduction paid by the employee.

Section 6. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.

Section 7. No file material generated in buildings may be used in a disciplinary or grievance action unless it is forwarded to the personnel file by June 30th of the year of occurrence. All such material not forwarded by June 30th of the year of occurrence shall be expunged from the Human Resources personnel file. Written directives or conference summaries which are not disciplinary but which were created by a supervisor and given to the employee to more clearly define performance expectations may be used in disciplinary actions when the purpose is to establish that the employee should have been aware of those expectations.

ARTICLE IX
OVERTIME

Section 1. Daily Overtime: 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. Weekly Overtime: Overtime is incurred when an employee renders service at the specific direction of the Employer of more than 40 hours worked. A work week commences at 12:01 a.m. on Sunday and ends the following Sunday at 12:00 a.m. Bereavement, vacations, and ESST/sick time will be considered as time worked in calculating overtime. However, if an employee uses ESST/sick time on the first or last day of the employee's scheduled work week, that time shall not count 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.

ARTICLE X
CALL-BACK PAY

Section 1. Employees called back to work, after concluding their assigned work shift for the day, will be paid at the above defined overtime rate for the actual time worked with a minimum allowance of three (3) hours.

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

Section 3. In the event the District declares an e-learning day and employees are directed not to report to their worksite, employees will be paid their normal rate of pay, for normally scheduled work hours for the duration of the e-learning period. Employees may be retained on an on-call basis for any potential need.

ARTICLE XII
MISCELLANEOUS

Section 1. Employees who must use their car for School District purposes during the regular working day are entitled to reimbursement for such mileage according to current District policy. In order to be reimbursed, employees must use the proper form and should submit forms on a monthly basis.

Section 2. The District shall reimburse the cost of any discretionary license requested by the District. The District must make its request to the employee in writing. If a posting requires a license, it shall be paid and not fall under this section.

Section 3. The District shall notify the union steward(s) whenever a new employee is hired prior to the new employees starting date.

ARTICLE XIII
HOLIDAYS

Section 1. Twelve-month employees shall receive eleven (11) paid holidays. They are: Labor Day, Thanksgiving, and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day, 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 Sunday, the following Monday will be observed.

Section 2. Holiday Pay Requirement: In order to receive pay for a holiday, an employee must work the work day before the holiday and the work day after the holiday. Employees who are on an authorized absence or leave shall receive holiday pay without regard to pre and post holiday work day requirement. A doctor's slip may be required for any employee absent more than one incident before or after a holiday.

ARTICLE XIV
JOB POSTING AND TRANSFER

Section 1. All job openings will be posted on the district's website and e-mailed to all custodial staff at each building. The lead custodian shall also post a copy on each buildings' custodial bulletin board.

Section 2. Basis for Selection: Seniority, ability, legal qualifications, and job performance will be considered in filling job openings which have been posted. Administration reserves the right to the final decision.

Conferences will be held with each applicant who indicates in the application that a conference be held, before and/or after the successful applicant is named. The purpose of the conference after the job is filled is to improve the chances for a later successful job transfer request.

Any employee who is not awarded a position shall, upon request, be informed in writing of the specific reasons the employee was not selected.

Section 3. Posting Period: Required postings shall be posted for a period of seven (7) work days. After a posting closes (permanent and/or temporary), a decision shall be made within 20 (twenty) working days and the candidate shall be placed into the position within 20 (twenty) working days.

Section 4. Posting Notice: Union officials will be sent copies of all job postings applicable to positions covered by this Agreement.

Section 5. Probationary Period: Current employees selected to fill posted positions shall be on a probationary status for a period of sixty-seven (67) working days.

Section 6. Lateral Transfers: Whenever administration exercises its right to make lateral transfers, administration shall give reasonable prior notice and furnish reasons for 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 10 work days, the temporary replacement shall receive the higher rate of pay. Pay is retroactive to day 1. When a supervisor replaces an employee in a Level 3 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 upon completing 5 work days, the temporary replacement shall receive the higher rate of pay. Pay is retroactive to day 1. A temporary appointment to replace an employee in a lower classification continues at the regular rate. The district agrees not to abuse this provision.

Section 8. Promotions: Employees promoted to a higher paying classification will retain the same rate of pay until their probationary period is complete, at which time they will be placed in a higher, classification at a step determined by administration. However, such placement shall result in a higher rate of pay which shall be retroactive to initial placement.

Section 9. Shifts and Starting Time: Starting times and shifts shall be determined by administration. When changes are necessary, administration shall give reasonable notice.

Section 10. Administration reserves the right to disqualify probationary employees from applying on job postings.

Section 11. Temporary Openings: A position is defined as that which is created by the extended absence of an employee due to disability, extending over a period of more than thirty (30) days but not to exceed twelve (12) months.

Temporary positions shall be filled by qualified employees who respond to listings of the position in the same manner as the regular posting procedure. Employees holding temporary positions will be paid the salary the position is regularly paid. After twelve (12) months, the position would be bid as a permanent position. Holders of temporary positions will return to the position held immediately prior to the appointment.

An employee holding a temporary position would be eligible to bid on any and all bid openings that occur during the temporary appointment. An employee coming back to work after being absent for more than twelve (12) months will be worked into the staff and given first consideration on the first opening on the shift held prior to disability. An employee coming back to work in less than the above twelve (12) months will revert to his/her original position. When such disabled employee returns to work, it shall be at no reduction in salary. Salary shall be frozen at the rate earned when the absence began until the salary for the assumed position is greater than the frozen amount, when the person shall proceed on the new position's salary and subsequent adjustments.

ARTICLE XV
VACATIONS

Section 1. Effective July 1, 2012, an employee shall accrue vacation days based upon the chart in Section 2, on the last day of the month, up to a maximum of 25 days' accrual balance.

Section 2.

Until completion of 4 full fiscal years	1.25 days per month
During fiscal years 5-12	1.75 days per month
During fiscal years 13+	2.50 days per month

Section 3. Vacation accrual cannot go negative at the time of vacation. Vacation requests may be submitted in advance assuming sufficient vacation leave is available at the time of vacation.

Section 4 Qualified Vacation Days: Illness sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefits.

Section 5 Termination Vacation Allowance: Employees who have terminated their employment on their own free will and in good standing are entitled to paid vacation days earned.

Section 6 Notice: Employees shall make vacation requests prior to May 15th for vacations that occur June through August. Periods of vacation shall be scheduled on the basis of employee seniority within buildings. Requests made after May 15th shall be scheduled at the discretion of administration on a first come, first serve basis.

ARTICLE XVI
SICK TIME (ESST)

Section 1. All full-time employees shall earn sick time at the rate of one and a half (1.5) days for each month of service in the employment of the School District. Up to 48 hours of accrued sick time shall satisfy sick and safe time required by state statute. 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.

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 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 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 absences by employees. A physician's note will be required to verify illness and the ability to return to work:

- When an employee has been absent for two (2) or more consecutive days;
- Or, following a conference for which directives have been provided to the employee addressing a suspicious pattern of use;
- Or, when a sick leave absence occurs immediately before or after a holiday;
- Or, when a sick leave absence occurs immediately before or after a vacation day.

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.

ARTICLE XVII
LEAVES OF ABSENCE

Section 1. Extended or Unpaid Leave of Absence:

Subd. 1. A leave of absence without pay may be approved by the School Board upon the recommendation of the Executive Director of Human Resources, to employees who request such a leave in writing.

Subd. 2. The duration of said leave without pay shall be for a minimum of one (1) month and up to a year. Failure of the employee to request and be granted an extension or to return to duty at the end of the leave of absence without pay will thereby terminate the employee's employment.

Subd. 3. The employee pays for all insurance during this period of time except as specified in Article XXII, Section 7 of this contract.

ARTICLE XVIII
WORKERS' COMPENSATION

Section 1. The School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act due the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of personal illness leave and/or vacation pay if an employee is absent from work as a result of a compensable injury under the Worker's Compensation Act.

Section 2. A deduction shall be made from the employee's accumulated vacation or personal illness leave accrual time according to the prorata portions of days of personal illness leave or vacation time which is used to supplement Workers' Compensation.

ARTICLE XIX
BEREAVEMENT ABSENCE

An employee may take up to five (5) days of paid bereavement leave per event 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 Executive Director of Administrative Services 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.

ARTICLE XX
JURY DUTY

Section 1: Employees shall be paid the difference between their regular daily salary, excluding shift premium stipends, and their jury duty pay if required to serve on jury duty. Employees not serving at the court site must report to work. Travel allowance and expenses shall be the employee's.

Section 2: Employees serving on jury duty will bring written evidence of service at the court site to be paid as set forth in Section 1 above.

ARTICLE XXI
INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board. The Union shall be notified when bidding of insurance is scheduled.

Section 2. Life Insurance: Effective January 1, 2010, all full-time employees shall also be provided life and dismemberment insurance coverage in the amount of $60,000 with the district covering the cost of $50,000. The remaining $10,000 shall be paid by the employee. Insurance is to be subject to the insurance company's terms and conditions. The employee shall have the option to purchase additional insurance through payroll deduction.

Section 3. Long Term Disability Insurance: Income Protection coverage will be provided to each full-time employee at District expense. Disability pay and the qualifying period will be governed by the policy in effect. The district will supplement long term disability payments with accrued sick leave and vacation for the period of time that

runs concurrently with FMLA. All sick leave will be exhausted prior to the use of vacation pay to supplement long term disability.

Section 4. Health and Hospitalization Insurance:

Subd 1. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 100% 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 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. The District will contribute an amount equal to 70% 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 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 3. Both Spouses Employed. If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Section 5. Dental Insurance:

Subd. 1. Single Coverage: The School District shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

Subd. 2. Dependent Coverage: Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.

Section 6. Commencement of work entitles the employee to coverage effective the first day of employment.

Section 7. Duration of Insurance Contribution: An employee is eligible for district contributions as provided in this article as long as the employee is employed by the School District except when an employee takes an unpaid leave of absence. Contributions to insurance will continue as per Federal Law while an employee is on FMLA leave. Upon termination of employment, all District participation and contribution shall cease, effective on the last working day.

Section 8. Employees who are receiving a PERA disability benefit or have satisfied the age and service requirements and are eligible to receive an annuity from PERA, may remain on the district's medical and dental plan until eligible for Medicare. The employee shall pay the total cost. This provision is subject to the rules and conditions of the carrier.

Section 9. Flexible Benefit Plan: The School District has a flexible benefit plan under IRS code 125. Regulations and procedures are available in the Human Resources Office. A Board policy and accompanying regulations will be updated annually to comply with IRS Regulations.

Section 10. Tax Sheltered Annuity and Deferred Compensation Plans: Tax sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to custodial employees. All employee contributions and any district match shall be made to plans approved by the union and the Board of Education. Approved plans are Fidelity, Educators Financial Services (E.S.I), AXA(Equitable), and Lincoln Financial Services. The district will also implement a standing 403(b) committee comprised of

administration and employees. The custodial representative shall be appointed by the union. Regulations and procedures are available in the Human Resources Offices. The Board policy and regulations will be updated annually for compliance with State and Federal laws.

ARTICLE XXII
TERMINATION OF EMPLOYMENT

Employees are required to submit written resignations at least two calendar weeks prior to the effective date in order to terminate their employment in good standing.

ARTICLE XXIII
PHYSICAL EXAMINATIONS

Section 1. When employees are required to maintain a driver's license at the discretion of administration, the District shall pay the cost of such examination.

Section 2. All candidates who are offered a contracted position must successfully pass a pre-employment physical. Offers will be rescinded for candidates who do not successfully complete the physical. The cost of the physical shall be paid by the district.

ARTICLE XXIV
SALARY SCHEDULE
2025-2026

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
LVL I	LVL I -- GENERAL (B&C Shift)	$ 18.50	$ 21.70	$ 24.75	$ 26.10
LVL II	LVL II -- COURIER	$ 19.70	$ 22.70	$ 25.90	$ 27.20
	LVL II -- GENERAL (A Shift)				
	LVL II -- GROUNDS				
	LVL II -- POOL				
LVL III	LVL III - BUILDING LEAD	$ 20.20	$ 23.20	$ 27.00	$ 28.40
	LVL III - WAREHOUSE LEAD				
LVL IV	LVL IV - MAINTENANCE	$ 28.85	$ 28.85	$ 28.85	$ 29.45

Differentials:

BHS Building Lead	$1.50/hr	Special / Second Class Boiler License	$.25/hr
B-Shift:	$.55/hr	1st Class Boiler License	$.50/hr
C-Shift:	$.60/hr	Chief Boiler License	$.75/hr
Tuesday-Saturday Shift (excluding pool)	$.65/hr.	Journeyman Electrician	$.50/hr

Proof of annual registration in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation. If a license is new or previously expired, the differential rate will be applied starting with the pay period following the date the registration card is provided to Human Resources.

SALARY SCHEDULE
2026-2027

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3	Step 4
LVL I	LVL I -- GENERAL (B&C Shift)	$ 18.70	$ 21.95	$ 25.00	$ 26.70
LVL II	LVL II -- COURIER	$ 19.90	$ 22.95	$ 26.20	$ 27.85
	LVL II -- GENERAL (A Shift)				
	LVL II -- GROUNDS				
	LVL II -- POOL				
LVL III	LVL III - BUILDING LEAD	$ 20.45	$ 23.45	$ 27.30	$ 29.05
	LVL III - WAREHOUSE LEAD				
LVL IV	LVL IV - MAINTENANCE	$ 29.15	$ 29.15	$ 29.15	$ 30.15

Differentials:

BHS Building Lead	$1.50/hr	Special / Second Class Boiler License	$.25/hr
B-Shift:	$.55/hr	1st Class Boiler License	$.50/hr
C-Shift:	$.60/hr	Chief Boiler License	$.75/hr
Tuesday-Saturday Shift (excluding pool)	$.65/hr.	Journeyman Electrician	$.50/hr

Proof of annual registration in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation. If a license is new or previously expired, the differential rate will be applied starting with the pay period following the date the registration card is provided to Human Resources.

Effective July 1, 2012, custodians hired after January 1st shall not advance a step until July 1st the following calendar year.

Section 1. Longevity: Based on the chart below, employees who have completed the identified years of employment will receive the additional amount per hour based on the base rate for the classification currently held.

Beginning 4th year of employment through 9th year	$0.50
Beginning 10th year of employment through 15th year	$0.75
Beginning 16th year of employment	$1.00

Section 2. Building Cleaner/Temporary Help/Seasonal Help: These positions are covered by the following conditions only:

1) ineligible for benefits,
2) will not exceed ratio of 1 cleaner for each 5 personnel in LVL 1-4,
3) will be laid off prior to any layoff or hourly reduction of any full-time personnel,
4) pay will not exceed LVL 1, Step 1

Effective June 1, 2008, staff employed under this section shall be limited to June 1 to August 31 for summer employees. During the school year, temporary staff are limited to 30 working days.

Section 3. Salary Conditions:

Subd. 1. In the event a new Agreement has not been mutually adopted by July 1, 2027, the salary for the 2027-2028 fiscal year will be that in effect for each employee on June 30, 2027, until a new Agreement is reached subsequent to July 1, ~~2025~~ 2027, and the conditions of the new Agreement will determine salaries for 2027-2028.

Subd. 2. Overtime pay shall be computed by using a dollar per hour figure computed on the applicable salary schedule.

Subd. 3. "B" or “C” shift stipend will be paid for any pay period in which the individual employee worked at least one day on the "B or “C” shift.

Subd. 4. Employees receive credit for all continuous service in the bargaining unit to determine step placement.

Section 4. Uniforms:

Subd. 1. Effective July 1, 2025, uniforms as recommended by a committee consisting of three District appointed and three union appointed employees will be worn at all times when at the work site upon completion of the probationary period. The committee will establish uniform options including such things as shirts, pants, jackets, rain jackets, etc. which may be purchased from the district’s selected vendor equivalent to the cost of three uniforms. New employees shall be provided five uniforms for the first year of employment. In addition, employees will be reimbursed up to $150 annually on safety toe protective footwear. Employees must submit a receipt for reimbursement.

Subd. 2. If an employee resigns or is terminated prior to completing their first year of employment, the pro-rated cost of the uniforms shall be deducted from the final paycheck.

Subd. 3. Failure to wear uniforms will result in discipline as per Article VIII Discipline.

ARTICLE XXV
RETIREMENT

Section 1. Employees shall retire based upon current state and federal statutes. Insurance benefits are subject to carrier restrictions.

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. The District will match $750.00 as permitted under provisions of the Internal Revenue Code Section 403(b). Effective July 1, 2024, 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.

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 dollars ($1,000) which shall be contributed to an active ISD 191 approved 403(b) plan by the July 15th payroll.

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

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

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

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

ARTICLE XXVI
JUST CAUSE

Section 1. No member of this unit will be suspended without pay or reduced in rank without just cause.

ARTICLE XXVII
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing as of the effective date of this Agreement through June 30, 2027. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 2027, all terms of this contract will remain in effect as set forth in this Agreement until a successive Agreement is affected.

Section 2. This Agreement constitutes the full and complete Agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements inconsistent with these provisions.

Section 3. The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof under different circumstances.

Section 4. This Agreement shall constitute the full complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written, signed agreement to this contract.

Section 5. Any provision contained in any previous Master Agreement and not contained in this Agreement is no longer valid or applicable after July 1, 2027.

IN WITNESS WHEREOF, the parties have signed this Agreement:

For: Service Employees International
Union Local 284 Custodial Employees.

_____
Union Contract Organizer

_____
Union Steward

_____
Union Steward

_____
Date

For: Independent School District 191

_____
Board Chairperson

_____
Board Clerk

_____
District Chief Negotiator

_____
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Custodial Employees of BES (hereinafter referred to as the Union), representing the Custodial employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2025 through June 30, 2027.

2. In the event that the District changes its Long-Term Disability Insurance plan to a plan that has a longer qualifying period than 30 working days, the District agrees to provide a Short-Term Disability Plan with a qualifying period no more than 14 calendar days.

3. The District agrees that up to one-third (1/3) of a day of accrued sick leave may be used to supplement the Short-Term Disability income per work day on leave.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2027.

Custodial Employees
Burnsville, MN 55337

_____
Union Representative

Dated: _____

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337

_____
Employer Representative

Dated:_____