

**July 1, 2019- June 30, 2021**

# **CONTRACT**

between

**Independent School District No. 271  
Bloomington, Minnesota**

and

**Custodial, Maintenance and  
Transportation Employees  
SEIU Local #284**



**TABLE OF CONTENTS**

**SECTION 1 – PURPOSE..... 1**  
 1.1 Parties ..... 1

**SECTION 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE ..... 1**  
 2.1 Recognition..... 1  
 2.2 Appropriate Unit ..... 1

**SECTION 3 – DEFINITIONS..... 1**  
 3.1 Terms and Conditions of Employment..... 1  
 3.2 Description of Appropriate Unit ..... 1  
 3.3 Transportation Employees ..... 1  
 3.4 Custodial Employees..... 1  
 3.5 Hire Date..... 1  
 3.6 Break in Service ..... 1  
 3.7 Seniority Date ..... 1  
 3.8 Other Terms ..... 2

**SECTION 4 – DISTRICT RIGHTS..... 2**  
 4.1 Inherent Managerial Rights ..... 2  
 4.2 Management Responsibilities ..... 2  
 4.3 Effect of Laws, Rules and Regulations ..... 2  
 4.4 Reservation of Managerial Rights..... 2

**SECTION 5 – EMPLOYEE RIGHTS ..... 2**  
 5.1 Right to Views ..... 2  
 5.2 Right to Join..... 2  
 5.3 Request for Dues Check Off..... 2  
 5.4 Hazardous Duty..... 3  
 5.5 Progressive Discipline ..... 3  
 5.6 Personnel File..... 3  
 5.7 Removal of Document..... 3  
 5.8 Posting..... 3  
 5.9 Union Business ..... 5

**SECTION 6 – BASIC SCHEDULES AND RATES OF PAY..... 5**  
 6.1 Salary Schedule..... 5  
 6.2 Status of Salary Schedule ..... 5  
 6.3 Separated Employees ..... 6  
 6.4 Longevity Pay ..... 6  
 6.5 Annual Step Advancement and Successor Contract..... 6  
 6.6 Night Shift Differential Pay..... 6  
 6.7 First Class Boiler License..... 6  
 6.8 Stipend Pay ..... 6  
 6.9 Custodial Substitutes..... 7  
 6.10 Custodial Substitute Pay ..... 7  
 6.11 On-Call and Call-Backs..... 7  
 6.12 Part-Time Employee Rights to Vacant Full-Time Class I Positions ..... 7  
 6.13 Overtime Pay for Custodial Employees ..... 7  
 6.14 Overtime Pay for Transportation Employees..... 7  
 6.15 Compensatory Time ..... 8  
 6.16 Mileage - Two Work Locations ..... 8  
 6.17 Work Outside of Classification..... 8  
 6.18 Licensure Fee Reimbursement..... 8  
 6.19 Custodial Employee Assigned to Drive Bus..... 8  
 6.20 Canceled Bus Routes..... 8  
 6.21 Uniforms..... 9

6.22 Re-employment..... 9

**SECTION 7 – GROUP INSURANCE .....9**

7.1 Insurance Eligibility ..... 9

7.2 Health/Hospitalization Insurance Plan ..... 10

7.3 Health Savings Account (HSA) ..... 11

7.4 Dental Insurance ..... 11

7.5 Life Insurance ..... 12

7.6 Long-Term Disability Insurance (LTD) ..... 12

7.7 Duration of District Insurance Contributions..... 12

7.8 Selection of Carrier ..... 13

7.9 Retirement Health Insurance..... 13

**SECTION 8 – ABSENCES, LEAVES, HOLIDAYS, AND VACATION .....13**

8.1 Sick Leave ..... 13

8.2 Family Illness and Bereavement ..... 14

8.3 Personal-Emergency Leave ..... 14

8.4 Vacation..... 14

8.5 Holidays..... 15

8.6 Family Leave ..... 15

8.7 Career Exploration Leave ..... 16

8.8 Absence Due to Workers Compensation Case..... 16

8.9 Accrual and Payment of Benefits..... 16

8.10 Physical Examinations..... 17

8.11 Loss of Time Due to Assault or Threat ..... 17

**SECTION 9 – HOURS OF SERVICE .....17**

9.1 Board Rights ..... 17

9.2 Basic Day..... 17

9.3 Basic Week ..... 17

9.4 Lunch and Break Time ..... 17

9.5 Interrupted Lunch..... 18

9.6 Basic Year..... 18

9.7 Emergency School Closings ..... 18

9.8 Transfers within Classified Units..... 18

9.9 Probationary Period..... 18

**SECTION 10 – RETIREMENT .....18**

10.1 District 403(b) Plan (Tax Sheltered Annuity)..... 18

10.2 Retirement Group Insurance..... 19

**SECTION 11 – LAYOFFS .....19**

11.1 Definition..... 19

11.2 Layoffs..... 19

11.3 Seniority Date ..... 20

11.4 Seniority List..... 20

11.5 Base Positions..... 20

11.6 Promotional Positions..... 20

11.7 Laid-Off Employees ..... 21

11.8 Transportation Layoffs & Recall..... 21

**SECTION 12 – GRIEVANCE PROCEDURE .....22**

12.1 Scope ..... 22

12.2 Computation of Time ..... 22

12.3 Level One – Immediate Supervisor..... 22

12.4 Level Two – District Representative..... 22

12.5 Level Three – Arbitration ..... 22

12.6 Processing of Grievance ..... 23

**SECTION 13 – DURATION.....23**  
    13.1 Term and Reopening Negotiations..... 23  
    13.2 Effect..... 23  
**SIGNATURES.....25**  
**SCHEDULE A - 2019-2020 WAGE SCHEDULE .....26**  
**SCHEDULE B - 2020-2021 WAGE SCHEDULE .....27**  
**SCHEDULE C - HOURLY STIPENDS .....28**  
**APPENDIX A - ELIGIBILITY.....29**  
**APPENDIX B - CUSTODIAL/TRANSPORTATION CLASSIFICATIONS & POSITION TITLES .....30**  
**APPENDIX C - SEVERANCE PAY .....31**  
**APPENDIX D - TIER II CUSTODIAL EMPLOYEES .....33**  
**APPENDIX E - TRANSPORTATION ROUTE ASSIGNMENTS AND CHARTER REGULATIONS.....34**  
**APPENDIX F - DISTRICT HSA CONTRIBUTIONS FOR NEW HIRES .....40**  
**LETTERS OF UNDERSTANDING.....41**  
    BUS TEAM DELEGATE ..... 41  
    PRINT SHOP..... 41  
    CFC STIPEND..... 41



## SECTION 1 – PURPOSE

### 1.1 Parties

THIS CONTRACT, entered into between the School Board of Independent School District #271, Bloomington, Minnesota, hereinafter referred to as the District, and School Service Employees, SEIU Local #284, with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA to provide the terms and conditions of employment of plant operation, transportation and central services personnel during the duration of this Contract.

## SECTION 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### 2.1 Recognition

In accordance with PELRA, the District recognizes the School Service Employees SEIU Local #284 as the Representative of plant operation, transportation and central services personnel employed by the District, which Representative will have those rights and duties as prescribed by PELRA and as described in the provisions of this Contract.

### 2.2 Appropriate Unit

The Representative will represent all District employees of the above unit as defined in Section 3.2, and in PELRA and in certification by the Bureau of Mediation Services.

## SECTION 3 – DEFINITIONS

### 3.1 Terms and Conditions of Employment

Hours of employment, the compensation thereof, including fringe benefits, and the employer's personnel policies affecting working conditions of employees.

### 3.2 Description of Appropriate Unit

All custodial, maintenance, central services, and transportation employees of Independent School District No. 271, Bloomington, Minnesota who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory, confidential and all other employees. Excluded are employees who work less than thirty-five percent (35%) of the normal workweek (custodial employees who work less than fourteen (14) hours per week and transportation employees who work less than ten and one-half (10.5) hours per week).

### 3.3 Transportation Employees

Bus Drivers and Bus Assistants are Transportation Employees.

### 3.4 Custodial Employees

All other employees in the unit, including central maintenance and bus mechanics are Custodial Employees.

### 3.5 Hire Date

The first actual paid day of work, and/or training, in the District without a Break in Service. Hire Date may differ from Seniority Date.

### 3.6 Break in Service

A resignation, retirement, or termination. In addition, for transportation employees, failure to average at least ten and one-half (10.5) hours per week during a qualifying period, as defined in Section E.11 of Appendix E. It does not include an unrequested leave of absence (as long as the affected employee retains the right of recall), long-term disability leave, workers' compensation leave, Board-approved leave, or involuntary interruption of employment less than thirty (30) continuous working days.

### 3.7 Seniority Date

**3.7.1 Custodial:** The first paid day of work in a position in the bargaining unit without a Break in Service.

**3.7.2 Bus Drivers:** The first day without a Break in Service that the driver meets all of the training and licensure requirements to be a bus driver.

**3.7.3 Bus Assistants:** The first day without a Break in Service that the bus assistant meets all of the training requirements to be a bus assistant.

### **3.8 Other Terms**

Terms not defined in this Contract will have those meanings as defined by PELRA.

## **SECTION 4 – DISTRICT RIGHTS**

### **4.1 Inherent Managerial Rights**

The Representative recognizes that the District 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 selection, direction and number of personnel.

### **4.2 Management Responsibilities**

The Representative recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

### **4.3 Effect of Laws, Rules and Regulations**

The Representative recognizes that all employees covered by this Contract will perform services prescribed by the District and will be governed by the laws of the State of Minnesota, and by District rules, regulations, directives and orders issued by properly designated officials of the District. The Representative also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract, and recognizes that the District, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provisions of this Contract found to be in violation of any such laws, rules, regulations, directives or orders will be null and void and without force and effect.

### **4.4 Reservation of Managerial Rights**

The foregoing enumeration of District rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Contract are reserved to the District.

## **SECTION 5 – EMPLOYEE RIGHTS**

### **5.1 Right to Views**

Nothing contained in this Contract will be construed to limit, impair, or affect the right of any employee or their Representative to the expression or communication of a view, grievance, complaint, opinion or representation on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Representative.

### **5.2 Right to Join**

Employees will have the right to form and join labor or employee organizations, and will have the right not to form and join such organizations. Employees in an appropriate unit will have the right by secret ballot to designate a Representative for the purposes of negotiations, grievance procedures, and terms and conditions of employment for employees of such unit.

### **5.3 Request for Dues Check Off**

Employees will have the right to request and be allowed dues check off provided that dues check off and the proceeds thereof will not be allowed any organization that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization of the employee involved, the District will deduct from the employee's paycheck the dues the employee has agreed to pay to the organization.



**5.4 Hazardous Duty**

If a custodial employee is alone in a building, assignment of hazardous tasks will be avoided. Examples of such tasks are: electrical circuit repair, crawling in confined tunnels, , ladder climbing other than step ladder, maintenance of chlorine equipment and work requiring leaning over or above pool areas.

**5.5 Progressive Discipline**

After completion of the probationary period, employees will only be disciplined or terminated for cause, based on a finding by the District. Except in cases of termination, the goal of discipline will be remediation. When appropriate, as determined by the District, the first step for making an employee aware of the need for corrective action will be a non-disciplinary verbal warning or counseling. Discipline will normally be prescribed in the following manner, unless the circumstances warrant otherwise:

**Step 1.** Written Warning

**Step 2.** Written Reprimand

**Step 3.** Suspension without Pay

**Step 4.** Termination

**5.6 Personnel File**

The Executive Director of Human Resources will notify employees in writing when material(s) related to progressive discipline are placed in the personnel file. Only one official personnel file will be maintained on any employee and will be made available to each individual employee or the employee's representative during the regular business hours of the Office of Human Resources upon written request. The employee will have the right to reproduce any of the contents of the file at the employee's expense. The employee will have the right to submit for inclusion in the file written information in response to any material contained therein.

**5.7 Removal of Document**

Employees may request that the documentation of disciplinary action be removed from the employee's personnel file pursuant to the Minnesota Government Data Practices Act.

**5.7.1 Written Warning:** Only the personnel file may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the District from submitting supportive documents or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Union.

**5.7.2 Step 1 – Written Reprimand:** Upon the employee's request, a written reprimand will be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of two (2) years following the date of the written reprimand.

**5.7.3 Step 2 – Suspension Without Pay:** Upon the employee's request, a suspension of three (3) days or less will be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of five (5) years from the initial date of suspension.

**5.8 Posting**

New positions or vacancies declared by the District as open will be posted for a period of no less than five (5) working days. Postings will be in electronic form for Buildings and Grounds and applications must be completed electronically. Transportation postings will be posted in hard copy. The posting will state the date posted and remain posted until 11:30 PM on the fifth day. Employees within the unit who respond within the posting period will be considered for the vacant positions in accordance with the following. Employees may be given a test that is relevant to the position in order to ascertain the employee's qualifications. If one applicant is tested, all applicants must be tested with the same relevant test.

**5.8.1 Right of Assignment:** The District retains the right to make changes in assignments provided the change does not affect the employee's classification or shift. The District will not be required to post the position to which the employee is reassigned.

**5.8.2 Disruption of Assignment and Transfer Procedures:** The District retains the right to disrupt assignment and transfer procedures based on an employee's documented record of performance or conduct deficiencies and short-term assignments necessary for effective operation as defined under 5.8.4b.

**5.8.3 Rights of Promotion and Transfer**

- a. **Classes I-II:** Within Class I and II, the District will establish required qualifications with a standard qualifying level for each position within the classification. Rights of promotion and transfer within Class I and II will be to the senior qualified employee.
- b. **Classes III-VII:** Those employees from within the bargaining unit who apply for promotion or transfer to positions within Class III, IV, V, VI, and VII, and Transportation Specialists defined in Schedule C will be given priority consideration. Internal candidates who are qualified must have the first right of refusal. However, the District retains the right to select the successful candidate. For competing candidates within the bargaining unit, seniority will be a consideration but will not be a controlling factor. Nothing in Section 5.8.3.b will limit the right of the District to select the successful candidate from outside the bargaining unit.
- c. The District retains the right to hire from outside the bargaining unit when no one from within the bargaining unit responds to the posting or meets the qualifications.
- d. Employees in the bargaining unit who are promoted to a higher classification will serve a ninety (90) working day probationary period which may be extended another 90 days by mutual agreement. Probationary employees may be terminated from their position and returned to their prior position at any time during that probationary period upon documentation of deficiency by the District to the employee. Such return to the employee's prior position during the probationary period will not be subject to the grievance procedure. An employee who so elects may also return to his/her prior position during the probationary period. An employee who moves from Class I or Class II to a higher classification will not be subject to a reduction in pay.
- e. An employee who fills a posted position in Class I will not be eligible to apply for other Class I positions for a period of twelve (12) months, unless approved by the Director of Operations or designee.

**5.8.4 Temporary Assignment**

- a. The term "temporary" as used herein and elsewhere in this contract will not include those employees in casual, seasonal, temporary, or substitute positions excluded from unit representation under definition of public employees under MS 179A.03, Subd. 14.
- b. The District reserves the right of temporary assignment and transfer within the unit so long as the temporary assignment or transfer does not exceed ninety (90) calendar days. Temporary assignments may exceed ninety (90) calendar days when the assignment is for an absent regular employee or when the assignment is to a position, which is temporary in nature in that it is scheduled for a defined limited period of time not to exceed twelve (12) months. If no employee within the unit is deemed available or qualified for the temporary assignment, the District will have the discretion to employ from outside the existing bargaining unit employees. An individual newly hired or rehired to fill a temporary position will be excluded from rights of seniority, salary step advancement and re-employment service credit for the time in a temporary position.

**5.8.5 Classification**

- a. **District Right of Classification:** The District will retain the discretionary right to classify or reclassify positions within the unit based on Pay Equity.
- b. **Employee Grandperson Right:** For the term of this Contract, no custodial employee incumbent in a position will be reduced in wage, class or step based on a reclassification of that employee's position.
- c. **Union Right of Notice:** The District will provide the Union notice of position reclassification at least ten (10) days prior to the effective date of the reclassification. Effective date of classification will be the date an employee is assigned to the new classification.

**5.8.6 Bus Driver Assignments**

- a. Drivers will be notified of openings that occur over the summer and new routes by email by the end of the first full week in August. Bidding for these routes will end after a minimum of seven (7) working days from date of emailing.

- b. Routes will be bid and awarded by seniority and District determined qualifications. Qualifications for a route will be included in the posting.
- c. **Casual Employees:** Casual employees, not considered part of the bargaining unit as defined by the Contract, will not be included on the seniority list.

#### **5.8.7 Assignment Preferences**

- a. Bus drivers not having a regular summer transportation assignment will receive preference for all custodial summer positions, with said assignment selection being based first on qualifications and then seniority. The District will provide, and the employee must successfully complete the necessary custodial and health and safety training for these positions. Wage rates will be at the rates of the posted summer custodial position(s).
- b. Non-driving custodial employees who wish to be assigned to driving assignments will receive preference over persons not in the bargaining unit provided said employee meets all qualifications and requirements for the driving assignment.

### **5.9 Union Business**

- 5.9.1 Negotiations:** It is the intent of the District to neither restrict the rights of employees to represent an employee organization nor restrict their right to negotiate or arbitrate contracts or disputes. On commencement of negotiations, the Representative will furnish the names of all negotiators for the unit to the District. The number of negotiation committee members will be limited by mutual agreement of both parties. Either party may engage legal counsel at any time it is deemed advisable. Negotiation committee members who are employees of the District may each use up to sixteen (16) hours of personal leave from their accrued sick leave for negotiation, mediation or arbitration purposes. This will be in addition to the normal two (2) days of personal-emergency leave. A combined total of sixty-four (64) hours of such leave is the maximum allowed for the entire committee during negotiation procedures. If additional time is necessary, this may be taken without pay or as vacation. Proper notice of absence must be given to immediate supervisor for leaves of this nature during working hours. Absences will be approved only for negotiation committee members.
- 5.9.2 Other Union Business:** An additional annual allotment of sixty-four (64) hours will be established for the exclusive allocation of the Representative for other union business. The Representative will reimburse the District for the wages and benefits for employees released on other union business leave. All other union business leave hours must be appropriately reported. Any union business paid by the District will be included in PERA hours.
- 5.9.3 Written Notification:** Written notification for the use of union business leave must be made in writing by the Representative to the Superintendent or designee at least seven (7) calendar days in advance, indicating the employees designated to be released from duty and the date of release.

## **SECTION 6 – BASIC SCHEDULES AND RATES OF PAY**

### **6.1 Salary Schedule**

Rates of pay will be as negotiated on the salary schedules attached as Schedule A and Schedule B.

- 6.1.1 2019-2020:** Schedule A will be the negotiated rate of pay for the 2019-2020 school year – July 1, 2019 to June 30, 2020 inclusively.
- 6.1.2 2020-2021:** Schedule B will be the negotiated rate of pay for the 2020-2021 school year – July 1, 2020 to June 30, 2021 inclusively.

### **6.2 Status of Salary Schedule**

The Board reserves the right to withhold salary increases for just cause in individual cases of the employee's failing to meet the normal criteria for accomplishment of their duties and responsibilities. Thirty (30) days notice in writing will be provided the employee and union prior to action taken to withhold any basic salary increment.

**6.3 Separated Employees**

Those employees who have resigned or have been separated from employment between the beginning of the fiscal year and the date the contract is ratified by the Board will be eligible for back pay if two (2) weeks advance notice of termination has been provided to the employer.

**6.4 Longevity Pay**

Longevity pay will be effective on July 1 of each year, if eligible based on Hire Date listed in Appendix A. Eligibility for longevity pay may occur prior to reaching the specified number of years; see Appendix A. Based on the wage schedules, employees will receive longevity pay as follows:

- 6.4.1 10L:** After approximately ten (10) years, employees will receive 10L longevity pay, an increase in wages of twenty-five cents (\$0.25) per hour.
- 6.4.2 15L:** After approximately fifteen (15) years, employees will receive 15L longevity pay, an increase in wages of fifty cents (\$0.50) per hour. Total longevity pay for such employees, including 10L, will be fifty cents (\$0.75) per hour.
- 6.4.3 20L:** After approximately twenty (20) years, employees will receive 20L longevity pay, which is an increase in wages of eight-five cents (\$0.85) per hour. Effective July 1, 2020, the 20L rate will increase to ninety-five cents (\$0.95) per hour. Total longevity pay for such employees, including 10L & 15L, will be one dollar fifty cents (\$1.60) per hour for the 19-20 school year, and \$1.70 per hour for the 20-21 school year.

**6.4.4 Longevity Tables**

2019-2020	Per Hour	Total
10L	\$0.25	\$0.25
15L	\$0.50	\$0.75
20L	\$0.85	\$1.60
2020-2021	Per Hour	Total
10L	\$0.25	\$0.25
15L	\$0.50	\$0.75
20L	\$0.95	\$1.70

**6.5 Annual Step Advancement and Successor Contract**

Employees who work sixty (60) working days or more during the previous July 1 through June 30 will receive a step advancement. Employees who work less than sixty (60) days during the previous July 1 through June 30 will not receive a step advancement and will remain at their previous step until the next annual July 1. Step increases, due on July 1, will be granted pursuant to the Contract in effect, even though negotiations for a successor Contract are pending.

**6.6 Night Shift Differential Pay**

A night shift differential will be paid to custodial employees at the rate of fifty cents (\$0.50) per hour for regular assignments to second and third shifts on workdays that the individual is on the night assignment. The second shift is defined as one starting at or after 12:00 noon and before 10:00 p.m. The third shift is defined as one starting at or after 10:00 p.m. and before 6:00 a.m. Night shift differential pay will be considered wages for benefit purposes, including life insurance, long-term disability, and 403(b) match, but excluding temporary and extra assignments.

**6.7 First Class Boiler License**

Class I employees who obtain a first class boiler license will be placed in Class II at their same step.

**6.8 Stipend Pay**

The stipends listed in Schedule C will apply during the term of this Contract. Stipend positions may be filled or left vacant at the discretion of the District. All licenses and certificates must be issued by the State of Minnesota or an accredited agency to qualify for stipend pay. Stipend pay will be considered wages for benefit purposes, including life insurance, long-term disability, and 403(b) match, but excluding temporary and extra assignments.

**6.9 Custodial Substitutes**

Bus drivers will receive their current transportation rate of pay for serving as a substitute in a custodial position. To be placed on the custodial substitute list, a bus driver must successfully complete the District's safety training and custodial training programs. In the event that a bus driver is scheduled to work as a custodial substitute and does not report to work twice in any fiscal year, that bus driver will be removed from the custodial substitute list for the remainder of the fiscal year. If the District determines that the substitute is not performing at a satisfactory level, the bus driver may be removed from the custodial substitute list.

**6.10 Custodial Substitute Pay**

Substitutes who are not regular employees and fill in for Class I will receive Class I-Step 2 pay. Substitutes who are not regular employees and fill in for Class II and higher will receive Class IV-Step 5 pay. Substitutes that keep their licensure and the licensure is required for their current substitute assignment shall receive the appropriate stipend(s).

**6.11 On-Call and Call-Backs**

**6.11.1 On-Call:** Custodial and garage employees who are designated by the Director of Operations to be on-call will be paid per Schedule C. The District will maintain a list of qualified employees. A schedule will be established that indicates who is on-call. The District may designate more than one employee to be on-call on the same day. Employees will be considered on-call if they are directed by the Director of Operations via email, to be available and respond to a call back.

**6.11.2 Call Backs:** Employees called back to work after their regularly scheduled hours will be paid their regular rate of pay with a two hour minimum.

**6.11.3. Response Calls:** Employees responding to work calls that do not require the employee coming back to building, after their regularly scheduled hours, will be paid their regular rate or overtime as applicable based on contractual overtime language

**6.12 Part-Time Employee Rights to Vacant Full-Time Class I Positions**

The most senior part-time employee (as defined by this Contract) who is hired as a Class I employee for at least four (4) hours per day and five (5) days per week and who has been so employed for at least six (6) continuous months immediately prior to a job posting to which the employee has responded in writing will have the right to a vacant Class I position (as assigned by the District) of greater hours provided that the part-time employee has no record of performance or conduct deficiencies in his/her file which have not been specifically noted as "corrected" before the date of the posting.

**6.13 Overtime Pay for Custodial Employees**

A premium rate equal to one and one-half (1.5) times the regular pay rate will be paid for time worked which exceeds eight (8) hours in any single day or forty (40) hours in any single week. This will be in addition to holiday pay at regular rates if permanent employees are required to work on a designated holiday. A premium rate equal to two (2) times the regular pay rates will be paid for time worked on holidays. This will be in addition holiday pay at regular rates if permanent employees are required to work on a designated holiday.

**6.13.1 Basis:** Vacation, sick leave, and holiday leave may be used as a basis for hourly accumulation in determining overtime pay, with the exception relative to the single eight (8) hour working day if additional hours are worked on the same day that sick leave is used.

**6.13.2 Computation:** Custodial employees will be paid a minimum of two (2) hours overtime for any call back not a continuation of their regular work day, if overtime requirements that apply have been met. A call back requires a person to be physically present. There will be no minimum for overtime, which is an uninterrupted continuation of the regular workday. The total amount of overtime for each day will be computed to the nearest fifteen (15) minutes. A call back while someone is already on the clock is not considered a new call back.

**6.14 Overtime Pay for Transportation Employees**

For the transportation employees, a premium rate equal to one and one-half (1.5) times the regular pay rate will be paid for time worked which exceeds forty (40) hours in any single week.

**6.14.1 Basis:** Vacation, sick leave, and holiday leave may be used as a basis for hourly accumulation in determining overtime pay, with the exception relative to the single eight (8) hour working day if additional hours are worked on the same day that sick leave is used.

**6.15 Compensatory Time**

Compensatory time in lieu of overtime will be allowed by mutual agreement of the employee and the District. One and one-half (1.5) hours of compensatory time will be allowed for each hour of overtime worked. Compensatory time must be taken no later than the last day of the following pay period in which it was earned.

**6.16 Mileage - Two Work Locations**

Employees with two or more work assignment locations in one day who use their private vehicle for transportation will be paid mileage in accordance with District policy.

**6.17 Work Outside of Classification**

Whenever an employee is assigned to a higher classification for five (5) days or more in a thirty (30) consecutive calendar day period, the employee will be paid at the higher classification rate of pay including appropriate stipends, retroactive to the first day. This provision will not apply as a result of vacation replacements during the school calendar summer recess, unless the employee is assigned to a classification for ten (10) days or more in a thirty (30) consecutive calendar day period. The employee assigned to the higher classification must be willing and capable of performing the duties of the higher classification.

**6.18 Licensure Fee Reimbursement**

**6.18.1** Employees in positions for which special licensure is required by the District as a condition of retaining employment in the position will be eligible for District reimbursement for the licensure renewal fee, subject to the following conditions:

- a. The District will not be obligated to reimburse licensure fees for any employee obtaining initial licensure or initial upgraded licensure.
- b. The District will not be obligated to reimburse licensure fees for an employee who obtains or renews a licensure for their own personal growth or as a condition of becoming eligible for promotion into a position for which the District requires a special license.
- c. The District will determine in each event of an employee license renewal if that license is required or continues to be required by the District for the position held by the employee.
- d. The District will reimburse transportation employees the difference between the regular driver license fee and the fee required to operate a school bus.

**6.18.2** Employees will submit for reimbursement using District reimbursement procedures.

**6.19 Custodial Employee Assigned to Drive Bus**

Custodians with appropriate licensure (whether required or optional) to operate a school bus and who are assigned to drive a school bus will work the required number of hours to fulfill their regular custodial shift by working around their bus driving assignment. Time spent driving bus will receive overtime compensation provided the custodian meets the custodian overtime eligibility requirements in Section 6.13. If a custodian does not wish to complete their custodial hours and have overtime, it must be approved by the District.

**6.20 Canceled Bus Routes**

**6.20.1** Transportation employees who are assigned to a charter, field trip, extra-curricular route or other non-regularly scheduled route which is canceled less than two hours before the time designated for the start of the route will receive two (2) hours compensation. To be eligible for payment under this provision however, during regular business hours (6:AM to 6:PM), the transportation employee must be onsite for alternative duty as assigned by the District's designee.

A charter, field trip, extra-curricular route or other non-regularly scheduled route will be considered canceled when the District notifies the transportation employee.

**6.20.2** In situations where a regular education or special education route is canceled temporarily, the transportation employee will be paid for the route until the route resumes or the route has been cancelled permanently. To be eligible for payment under this provision however, the transportation employee must be onsite during regular business hours (6:AM to 6:PM), for alternative duty as assigned by the District's designee.

**6.20.3.** In the event an activity route is canceled less than two (2) hours before the designated start time, the transportation employee will be paid for the route, provided the transportation employee is onsite during regular business hours (6:AM to 6:PM), for alternative work within the same time frame as the

canceled route. An activity route will be considered canceled when the District notifies the transportation employee.

**6.20.4** If a route is cancelled and the transportation employee is reassigned, they will receive pay for their actual hours worked or cancellation pay, whichever is greater.

### **6.21 Uniforms**

Transportation employees are not required to wear uniforms. However, the District reserves the right to enforce standards of dress that are appropriate.

### **6.22 Re-employment**

If re-employed without a Break in Service (as defined in Section 3.6), employees will (a) be credited with their previously accrued sick leave, (b) be placed on their previous wage step, (c) be reinstated with their previous Hire Date and Seniority Date (if applicable), and (d) receive benefits specified in Appendix A based on their previous Hire Date.

## **SECTION 7 – GROUP INSURANCE**

### **7.1 Insurance Eligibility**

Substitutes are not eligible for group insurance until regularly assigned or they meet the definition of an employee in the bargaining unit under PELRA. “Floaters” who are regularly assigned may participate in District group insurances, if eligible under this Contract. Employees will be eligible for participation in the District group insurance on the first day of the month after their Hire Date through the last day of the last month of employment.

#### **7.1.1 Health/Hospitalization and Dental Insurance**

- a. Full-Time:** Employees authorized for no less than thirty (30) hours per week and no less than one thousand five hundred sixty (1,560) hours per year will be eligible for full-time benefits under the terms of Health/Hospitalization and Dental Insurance Plans.
- b. Part-Time:** Employees authorized for less than thirty (30) hours per week, but no less than twenty (20) hours per week, and no less than one thousand forty (1,040) hours per year will be eligible for part-time benefits under the terms of Health/Hospitalization and Dental Insurance Plans.
- c. Spousal:** To be eligible for spousal coverage, (1) both employee and spouse must be employed full-time in the District, (2) the employee must elect Employee-plus-One or Family coverage and (3) the employee’s spouse must not elect any other coverage. For the purposes of this Section, “spouse” is defined by state law.
- d. Transportation:** For purposes of this Section, full-time employees will be regular employees assigned to positions of thirty (30) or more hours per week and one thousand thirty-two (1,032) hours per year. Part-time employees are employees assigned to positions of twenty (20) or more hours per week and not less than six hundred eighty-eight (688) hours per year but less than thirty (30) hours per week. The District will not reduce hours of employees for the purpose of avoiding payment of insurance premiums. Employees will be allowed to perform non-driving work for the District to maintain insurance eligibility and will be paid at the classification level of the non-driving work being performed and at their current step on the salary schedule.

**7.1.2 Health Savings Accounts (HSAs):** Both full-time and part-time employees (as defined above) will be eligible for HSAs through the District-selected vendor.

**7.1.3 Life Insurance:** Both full-time and part-time employees (as defined above) will be eligible for the District Life Insurance Policy.

**7.1.4 Long-Term Disability Insurance:** Only full-time employees (as defined above) will be eligible for the District Long-Term Disability Insurance Policy.

**7.1.5 Custodial Reduction of Hours:** Custodial employees who receive a thirty-day (30-day) written notice of reduction of hours or discontinuance of position will have benefits modified or discontinued effective the last day of the month of the last scheduled working day.

**7.2 Health/Hospitalization Insurance Plan**

**7.2.1 Health/Hospitalization Insurance Plan:** The District will provide for all employees a High Deductible Healthcare Plan (HDHP) per Internal Revenue Service regulations.

**a. Plan Year:** The Plan year will run from July 1 to June 30.

**b. Deductibles:** Deductibles will be the minimum allowed by the IRS. Deductibles will be indexed in future years per IRS regulations, which may result in increases. Per IRS regulations, the deductibles for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2019-2020	\$1,350.00	\$2,700.00
2020-2021	\$1,400.00	\$2,800.00

**c. Out-of-pocket maximums for in-network coverage:** The out-of-pocket maximums for those using only in-network providers will be equal to the deductibles.

**d. Out-of-pocket maximums for out-of-network coverage:** The out-of-pocket maximums for out-of-network coverage will be the maximum allowed by the IRS. Out-of-pocket maximums for out-of-network coverage will be indexed in future years per IRS regulations. Per IRS regulations, the out-of-pocket maximums for out-of-network coverage for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2019-2020	\$6,750.00	\$13,500.00
2020-2021	\$6,900.00	\$13,800.00

**7.2.2 Full-Time Monthly District Contribution:** For full-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Single	Employee plus One	Family
2019-2020	\$844.00	\$1,241.00	\$1,358.00
2020-2021	\$852.00	\$1,253.00	\$1,372.00

**7.2.3 Part-Time Monthly District Contribution:** For part-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Single	Employee plus One	Family
2019-2020	\$592.00	\$870.00	\$950.00
2020-2021	\$598.00	\$879.00	\$960.00

**7.2.4 Spousal Monthly District Contribution:** For full-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Spousal Employee plus One	Spousal Family
2019-2020	\$1,774.00	\$1,941.00
2020-2021	\$1,792.00	\$1,960.00

**7.2.5 District Contribution Exclusion:** Employees who have health/hospitalization insurance coverage under another plan may participate in the District Health/Hospitalization Insurance, but they will receive no District contribution toward the monthly premium. This does not include employees who receive Medicare, or Tri-Care, Veterans Affairs (VA) benefits, or exceptions granted by the Executive Director of Human Resources due to hardship.

**7.2.6 Successor Contract:** If a successor contract is not in place before the expiration of this Contract and if the percentage level of District contribution toward monthly premiums proposed by the District equals



or better the percentage level of the previous year, the proposed percentage level of District contribution will take effect, until a successor contract is ratified by both parties.

**7.2.7 Hold-Harmless Clause:** The Union agrees to join in the defense of any and all suits or claims, except those initiated by the Union, which may arise out of or by reason of the District's contribution toward health/hospitalization insurance. The liability for any final disposition of any action, suit, or claim will be paid by the District.

**7.3 Health Savings Account (HSA)**

**7.3.1 Contributions:** The District will contribute into an HSA in twelve (12) equal monthly installments the following amounts for each employee who is (1) enrolled in the District Health/Hospitalization Insurance (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) scheduled to return to work for the following school year:

**a. Full-Time Annual District HSA Contribution:** The District will contribute an amount equal to fifty percent (50%) of the employee’s deductible to each full-time employee’s HSA account, as follows:

Year	Single	Employee-plus-One & Family
2019-2020	\$675.00	\$1,350.00
2020-2021	\$700.00	\$1,400.00

**b. Part-Time Annual District HSA Contribution:** The District will contribute an amount equal to twenty-five percent (25%) of the employee’s deductible to each part-time employee’s HSA account, as follows:

Year	Single	Employee-plus-One & Family
2019-2020	\$337.50	\$675.00
2020-2021	\$350.00	\$700.00

**c. Spousal:** For each full-time employee and District-employed spouse, the same amount as full-time (above) will be deposited in separate HSAs per IRS regulations.

**d. Indexing:** Deductibles will be indexed in future years per IRS regulations, which may result in increases in the annual District HSA contribution.

**7.3.2 Newly Hired:** In the school year first employed, the District will contribute into an HSA for each newly hired employee the amounts specified in Appendix F –District HSA Contribution for New Hires.

**7.3.3 On Leave:** In the same manner as for active employees, the District will contribute into an HSA for each employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance; and (3) on a Board-approved leave or a paid leave per this Contract.

**7.3.4 Employee Contributions to HSA:** Employees may contribute to their HSA as allowed by IRS regulations.

**7.3.5 Hardship Cases:** When out-of-pocket medical expenses in a plan year exceed the District annual HSA contribution and your HSA account has no existing funds, employees may ask for their remaining District HSA contribution in advance, provided they submit receipts or other documentation. Hardships will be determined on a case-by-case basis by the Executive Director of Human Resources.

**7.3.6 Medicare:** In lieu of an HSA, for active employees who are (1) eligible for Medicare benefits, (2) ineligible for an HSA per IRS regulations, (3) enrolled in the District Health/Hospitalization Insurance, and (4) receiving a District contribution toward the District Health/Hospitalization Insurance, the District will reimburse eligible employees for their out-of-pocket medical expenses up to the amounts listed in Section 7.3.1, as allowed by law.

**7.4 Dental Insurance**

For eligible employees as defined in Section 7.1, the District will make available a District Dental Insurance program.

- 7.4.1 Employee-Only Full-Time Monthly District Contribution:** For full-time employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only comprehensive program.
- 7.4.2 Employee-Only Part-Time Monthly District Contribution:** For part-time employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only preventative program. Optionally, part-time employees may buy-up to the District Dental Insurance employee-only comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.3 Family Monthly District Contribution:** Full-time and part-time employees may buy-up to the District Dental Insurance family comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.4 Spousal Monthly District Contribution:** For a full-time employee and spouse working full-time in the District who elect family District Dental Insurance, the District will contribute two employee-only contributions up to one hundred percent (100%) of the family premium for District Dental Insurance, provided that they pay the difference through payroll deduction.

**7.5 Life Insurance**

The District will contribute the entire premium cost of the District's Life Insurance Policy for all eligible employees.

- 7.5.1 Amount:** Eligible employees are insured to an amount equal to two (2) times annual salary (including stipend pay and night shift differential pay, but excluding temporary and extra assignments) rounded to the nearest one thousand dollars (\$1,000).
- 7.5.2 Spouse and Dependents:** The employee's spouse and dependent children to age twenty-six (26) are insured for two thousand dollars (\$2,000.00) life insurance only.
- 7.5.3 AD&D - Employee Only:** The Policy will include an accidental death and dismemberment (AD&D) policy.
- 7.5.4 Additional Life Insurance:** Additional term life insurance is available through PERA to employees through payroll deduction paid in full by the employee.

**7.6 Long-Term Disability Insurance (LTD)**

The District will contribute the entire premium cost of the District's Long-Term Disability Insurance Policy for eligible employees.

- 7.6.1 Amount:** LTD Insurance purchased by the District will be based on income support of sixty-six and two-thirds percent (66 2/3%) of the employee's basic wage, as defined by the Policy.
- 7.6.2 Waiting (Elimination) Period:** Employees who are disabled and absent from work for ninety (90) consecutive calendar days will convert to LTD on the first day of eligibility.
- 7.6.3 Exclusion for Pre-existing Conditions:** No benefits will be paid for disability due to a pre-existing condition, if the employee becomes disabled during the first twelve (12) months from Hire Date. A pre-existing condition is defined by the Policy.
- 7.6.4 Benefits:** Employees who convert to LTD will no longer be eligible to earn or receive District wage, sick leave, vacation or other District paid benefits effective the first day of LTD eligibility until such time as the employee returns to active employment.
- 7.6.5 Use of Sick Leave:** Employees may use accrued sick leave, if available, during the ninety (90) day waiting period, and thereafter.

**7.7 Duration of District Insurance Contributions**

Employees are eligible for District contributions as provided in Section 7 while employed by the District and on paid status.

- 7.7.1 Medical Leaves Up to Twelve Weeks:** Employees who are (1) unable to work, (2) on a District-approved medical leave, and (3) enrolled in the District Health/Hospitalization Insurance will be eligible for continuation of District insurance contributions for up to twelve (12) weeks from the date when their medical leave started.

- 7.7.2 Medical Leaves Up to Twelve Months:** Employees who are (1) unable to work, (2) on a District-approved medical leave, (3) enrolled in the District Health/Hospitalization Insurance, and (4) qualified for LTD will be eligible for continuation of District insurance contributions for up to twelve (12) months from the date when their medical leave started.
- 7.7.3 Workers Compensation:** Employees receiving workers compensation disability income benefits resulting from injury or illness incurred as employees of the District will be eligible for continuation of District insurance contributions.
- 7.7.4 Termination:** Upon termination of employment, all District contributions for group insurance plans/policies will cease on the last day of the month, except as provided for in retirement or by insurance plans/policies.

## **7.8 Selection of Carrier**

The District will make the selection of the insurance carrier and insurance policies.

## **7.9 Retirement Health Insurance**

Retirees will be eligible for health insurance as defined in Section 10 – Retirement.

# **SECTION 8 – ABSENCES, LEAVES, HOLIDAYS, AND VACATION**

## **8.1 Sick Leave**

Employees working twenty (20) hours a week or more will accrue sick leave at the rate of one (1) day per month. Sick leave is accrued but cannot be used during the first ninety (90) days of employment. Unlimited accrual of sick leave is permitted. Sick leave must be used in minimum amounts of 15 minutes. Sick leave may be used only for personal illness, personal illness of immediate family members per State and Federal law, death or serious illness in the immediate family as provided in Sections 8.2 and 8.3. A limited amount of sick leave may be used for necessary dental or medical care. All full day medical appointment absences will require a Dr's note.

**8.1.1 Advance Notice:** In order to be eligible for sick leave, all employees must notify the District of the absence in advance of the start of their shift. In order to have enough time to find substitutes, first shift custodial employees and transportation employees must give at least one (1) hour notice and second and third shift custodial employees must give at least three (3) hours' notice. Whenever possible, all transportation employees must call in no later than 5:30 AM for an AM absence. All transportation employees must provide a minimum of two (2) hours' notice prior to the start of their route for the mid-day and PM routes.

### **8.1.2 Medical Proof of Illness Guidelines**

#### **a. Definitions:**

- 1. Sick Leave Incident (SLI):** one or more consecutive days, or portions of days, of sick leave absences.
- 2. Medical Proof of Illness (MPI):** a note from a medical provider treating an illness, i.e. physician, nurse practitioners, chiropractor.
- 3. Monitoring Period:** twelve (12) consecutive months starting after an MPI is required.

- b.** An MPI is required when (1) an employee has a third SLI without an MPI within a period of ninety (90) calendar days, (2) for an SLI of five (5) or more consecutive workdays, and (3) for any SLI during a Monitoring Period.
- c.** Employees are required to turn in an MPI to their supervisor on the first day back to work after a SLI.
- d.** If employees fail to turn in a required MPI, the SLI will be treated as an unpaid leave of absence and they may be subject to discipline.
- e.** At any time, the District may require an employee to furnish a medical proof of illness, if the District has reason to believe that the employee is abusing sick leave.

**8.1.3 Sick Leave Donation:** At their discretion, 10-month employees will be allowed to donate sick leave to an employee in their Unit who has no remaining sick leave and who is experiencing a hardship case,

as determined by the District. Donation will be at the rate of two-for-one: employees contribute two (2) sick leave hours for use by the employee in need as one (1) sick leave hour. Employees may contribute up to thirty (30) sick leave hours per occurrence.

**8.2 Family Illness and Bereavement**

Immediate family will be defined as spouse, domestic partner, child, or the following kin of either the employee or employee's spouse: mother, father, sister, brother, guardian or grandparent. The use of sick leave for reasons other than personal illness is limited to a maximum of five (5) days for any one (1) occurrence, or as provided by State and Federal law. The immediate supervisor may authorize the use of sick leave for other than personal illness for one (1) day only. Immediate supervisors must approve requests for successive additional use with further approval by the Executive Director of Human Resources. When using family illness leave, Section 8.1.1 will apply. Subject to the prior approval of the District, employees may be absent without loss of pay for bereavement due to death of immediate family, up to five days, to be determined by the District. When using bereavement leave for immediate family, the employee will notify their supervisor prior to or within two hours (2) after the working day begins.

**8.3 Personal-Emergency Leave**

Two (2) days of sick leave from the basic leave accrual may be used for various reasons of extreme personal necessity. Classified personnel receiving vacation leave may not use this leave as a supplement to their vacation leave. Prior notice except in emergency of intended use of emergency leave will be required. Attempts must be made to report use as soon as possible. Use of emergency leave must be shown on the payroll voucher by entering the time used under the Personal Leave column. Simultaneous use of any accrued leave by employees that results in a work stoppage is expressly prohibited.

On July 1 of each year if eligible based on Hire Date listed in Appendix A, for employees eligible for vacation under Section 8.4 who have not used personal-emergency leave during the year, two (2) days of sick leave will be assigned as vacation accrual.

**8.4 Vacation**

On July 1 of each year if eligible based on Hire Date listed in Appendix A, employees working 12-month schedules will accrue monthly leave at the rate shown below:

Approximate Years to Qualify	Yearly Accrual	=	Monthly Accrual
Upon employment	12 days	=	8 hours
4 years	16 days	=	10 2/3 hours
9 years	18 days	=	12 hours
14 years	20 days	=	13 1/3 hours
18 years	22 days	=	14 2/3 hours
22 years	24 days	=	16 hours

Vacation may not be used during the initial six (6) months of employment unless specifically approved by the district but may be used as accrued thereafter. Vacation may be used in minimum amounts of two (2) hours and must be used in full hour units.

The time for the use of any vacation must be approved by the employee's supervisor and will be at such times that will not cause undue burden on the District. Permanent employees who have completed their probationary period upon separation from service may be compensated for vacation accrued to the extent permitted. Probationary employees who fail to give at least a notice of two weeks before leaving or whose services are terminated for other than voluntary reasons will not be paid for accrued vacation leave.

Employees will be allowed, at their discretion, to donate five (5) days of vacation per year to an employee who is out of sick leave and in hardship cases.

On June 30 of each year, employees will forfeit those vacation days over two (2) times their current yearly accrual. On the first day of each month, employees will forfeit those vacation days over two (2) times their current yearly accrual. If an employee who is at their maximum accrual limit is denied a vacation request that is consistent with this section, they will not forfeit their vacation accrual if used within fourteen (14) calendar days of the denial.

**8.4.1 Transportation Employees:** For transportation employees, a 12-month assignment for purposes of determining eligibility for vacation will be defined as a fifty-two (52) week per year assignment.

Transportation employees who have an assignment of less than fifty-two (52) weeks per year are not eligible for vacation.

- 8.4.2 Vacation for less than Eight Hour Employees:** 12-month employees working less than eight (8) hours per day but more than four (4) hours per day will accrue vacation equivalent to the number of hours worked per day and will be paid vacation at their regular hourly rate.

## **8.5 Holidays**

- 8.5.1 12-Month Full-time Employees:** Full-time employees will observe a total of twelve (12) paid holidays per year. The twelve (12) holidays are Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, and July 4. Employees on leaves of absence without pay do not receive holiday pay for days that fall within the period of the leave of absence. New employees do not receive pay for holidays that occur before employment.
- 8.5.2 12-Month Part-time Employees:** Employees working 12-month schedules but less than eight hours per day but four hours or more will receive holidays as specified in Section 8.5.1 equivalent to the employee's average daily rate of pay.
- 8.5.3 10-Month Employees:** 10-month employees will receive eleven (11) paid holidays that fall within their work year which are preceded and followed by a work day: Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, and Memorial Day.
- 8.5.4 10-Month Transportation Employees:** Transportation employees who have a ten (10) month assignment will receive the following holidays when the holiday falls within their normal work year: Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, and Memorial Day. Holiday pay will be at the transportation employee's average daily rate of pay. If student contact days occur before Labor Day, Labor Day will be paid as an additional holiday.
- 8.5.5 Other**
- a. Alternate Holiday Pay:** When a holiday occurs on a Saturday, the Friday previous will be observed. When a holiday falls on a Sunday, the Monday following will be observed. When any holiday occurs on a day when school is in session, either an alternate holiday for all employees will be designated or individual employees will be given an additional day of vacation.
  - b. Holidays When School is in Session:** When any of the holidays of Christmas Eve Day, Christmas Day, New Year's Eve Day, and New Year's Day fall on days when school would be in session, or on a day in conjunction with a weekend, the days will be observed during the winter break and combined to provide two 4-day weekends.
  - c. Holidays during Vacation:** Holidays that occur during employees' vacation periods will be paid as holiday pay.
  - d. Holiday Pay Qualification:** To qualify for holiday pay, an employee must work the scheduled work day before and the scheduled workday after the holiday occurs, unless previous arrangements have been approved. Vacation and excused illness are examples of this exception.

## **8.6 Family Leave**

The District will grant family leaves, subject to the provisions of this section. Family leave will be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

- 8.6.1** The leave application will be made to the Executive Director of Human Resources at least three (3) calendar months prior to commencement, except in emergency, and will indicate the planned beginning and ending dates.
- 8.6.2** The employee will, on request, provide a statement indicating the expected date of delivery if the leave is to prepare for the birth of a child.
- 8.6.3** In making a determination concerning commencement and duration of a family leave, the District will not in any event be required to:

- a. Grant any leave more than six (6) months with the right to extend such leave to a maximum of an additional six (6) months on request.
- b. Permit the employee to return to employment prior to the date designated in the request.

**8.6.4** An employee returning from leave will be re-employed in the same position held prior to the leave, if their qualifications and seniority warrant the appointment. Employees on leave are subject to the provisions of the layoff policy in the same manner as employees actively at work.

**8.6.5** Failure of the employee to return to work on the date determined in the leave will result in termination of the employee unless the District and the employee mutually agree to an extension.

**8.6.6** Employees who return within the provisions of this section will retain previously accrued seniority, vacation and sick leave credits. Additional credits for vacation and sick leave will not accrue during the leave.

**8.6.7** An employee on family leave is eligible to continue participation in group insurance programs as permitted under the insurance policy provisions but will pay the entire premium for such programs as the employee wishes to retain commencing with the beginning of the family leave. The right to continue in such insurance programs, however, will terminate if the employee does not return to work pursuant to this section.

**8.6.8** Leave under this section will be without pay or fringe benefits.

**8.6.9 Family Leave:** An employee may have the option of treating illness or disability related to pregnancy and/or childbirth treated as any other illness or disability.

**8.6.10 Childbirth Leave**

The District will grant up to five (5) paid days of childbirth leave for workdays that occur within seven (7) calendar days of the birth (the day of birth included) to employees, spouses, and domestic partners, including any medical disability associated with childbirth which would normally be charged to sick leave.

**8.7 Career Exploration Leave**

The District may grant a career exploration leave without pay for a period of one (1) year to employees with ten (10) years of service or more. Such leave will be limited to five (5) unit employees at any one time.

**8.7.1** The employee requesting such leave will submit evidence of prospective employment or business venture to be eligible for consideration. Seniority and credits for salary progression will not accrue during the leave.

**8.7.2** Employees who resign either during or at the expiration of the leave are not eligible for severance pay, unless they return to work for a minimum of one (1) year and are otherwise eligible.

**8.7.3** Fringe benefits will not apply while on leave with the exception that group health/hospitalization insurance may be continued with the employee to pay the entire cost of the premium.

**8.7.4** If the employee later elects to buy back service credit for PERA, the employee will pay both the individual cost and the employer cost of such buy back.

**8.7.5** The employee on leave will be required to notify the District thirty (30) calendar days prior to the expiration of the leave as to their intent to resign or return. Failure to do so will be considered a resignation by the employee on the day following expiration of leave.

**8.7.6** The employee on leave who returns to work will be assigned to a similar position as held previously, if their seniority and qualifications apply.

**8.7.7** Employees on leave are subject to the layoff provisions of this Contract.

**8.8 Absence Due to Workers Compensation Case**

An employee compensated for absences under workers compensation will continue to receive full pay as long as the employee has available sick leave. Deductions from sick leave will be prorated based on the difference between workers compensation and the employee's full wage. While on paid status with the District, the employee will continue to accrue sick leave and will be eligible for District paid benefits.

**8.9 Accrual and Payment of Benefits**

Sick leave and vacation will be accrued upon completion of full months of service according to an hourly rate as established herein. Benefits will be accrued only while actually working or while on leave with pay. The

actual salary for persons on leave with pay will be equal to their actual or average daily pay. For persons working less than twelve (12) months or eight (8) hours daily, the service year will be based on actual hours worked accruable to two thousand eighty (2,080) for one year's credit. Fringe benefits will be paid at applicable salary rates and accrue as implied in the salary and fringe benefit sections of this Contract.

#### **8.10 Physical Examinations**

The District may request a physical or psychological examination if there is evidence that the employee's capabilities have been impaired and that there is a change in their condition since employment. The District will select the physician or psychologist and pay for the examination. Employees experiencing repeated absences due to illness may be required to furnish medical proof of illness.

**8.10.1 Bus Driving Physicals:** Statute or other law or rule governing the qualifications of bus drivers determines the quantity of physical examinations for drivers. The District will pay the cost of a basic required exam with a physician and clinic of the District's choice. If the driver wishes to utilize an alternative clinic or undergo a more extensive examination than the basic required exam, the District will pay only up to the amount of the basic exam.

**8.10.2 Failure to Qualify:** Employees who fail to qualify for a position either physically or psychologically may request a one-year medical leave of absence. Employees unable to return to work after a one-year medical leave of absence will be separated from employment, unless otherwise required by law.

#### **8.11 Loss of Time Due to Assault or Threat**

**8.11.1 Assault:** An employee absent from work as a result of an assault while acting in a capacity for the District will not be charged with a loss of sick leave or any other leave for the length of time required for recovery, nor for any reoccurrence thereof. An absence under workers compensation will limit the obligation of the District to the difference between workers compensation and the employee's daily rate of pay as of the date of continuous absence. This paid leave will cease when the employee satisfies the qualifying period for long-term disability.

**8.11.2 Threat:** An employee absent from work as the result of a threat while acting in a capacity for the District will receive up to five (5) days of paid leave not to be charged to sick leave or any other leave.

**8.11.3 Police Report:** In order to be eligible for this leave, the employee must file a police report regarding the incident precipitating the use of this leave.

### **SECTION 9 – HOURS OF SERVICE**

#### **9.1 Board Rights**

The Board reserves the right to determine the hours of employment and the length of the work year of all employees. This right will be limited only to the extent that it is explicitly stated in this Contract.

#### **9.2 Basic Day**

The basic workday of full-time employees is eight (8) hours. With the exception of transportation the hours will be consecutive, exclusive of the lunch period, unless the demands of the educational program or service to the public through school building use require temporary adjustments. These adjustments will be temporary, limited to specific days, and will apply to a minimum number of personnel to accomplish the service. Any custodial employee required to work eight (8) hours, which are not consecutive, will receive an additional three dollars (\$3.00) for each such day.

#### **9.3 Basic Week**

The basic workweek of full-time employees will be five (5) consecutive days consisting of eight hours (8) each and a total of forty (40) hours weekly. If employees are required to work other than Monday through Friday, such assignments will be kept to a minimum and the least senior qualified employee will be selected unless qualified volunteers are available, except for third shift employees.

#### **9.4 Lunch and Break Time**

Two fifteen-minute breaks will be allowed as a part of an eight (8) hour day. Lunchtime will be for one-half hour during the workday but is not a part of the eight (8) hour workday.

One fifteen (15) minute break will be allowed for employees with less than an eight (8) hour assignment. Lunch time for less than full-time will be one-half hour but is not part of the work day.

**9.5 Interrupted Lunch**

It is the District's intention that employees of this unit working in school buildings during day hours where only one custodian is on duty should have an uninterrupted lunch period of one-half hour. The District recognizes the employee's right to refuse request for services except under true emergency conditions. In the event an employee's lunch is interrupted by a true emergency, the employee will record such occurrence on the pay voucher, entering a maximum of one-half hour overtime. The principal of the building must approve by initialing the entry. The Director of District Support Services will have the right to investigate these occurrences if deemed necessary and initiate recommendations to minimize occurrences. It is expected that employees will cooperate in arranging for lunch periods, which will have a minimum of conflict with building activities. In buildings with two or more unit employees on duty, lunch periods will be arranged to allow one or more employees to be on duty at all times. This provision is not applicable to bus drivers.

**9.6 Basic Year**

The typical basic work year of full-time employees will be two thousand eighty (2,080) hours or two hundred sixty (260) workdays, but could be as high as two hundred sixty-two (262) workdays, which includes the allowance for vacation, sick leave, and holidays. Employees who work the full year are referred to as 12-month employees. Employees will be paid only for days worked or while on leaves or holidays as qualified in this Contract. Appointment of an employee to a specific position does not guarantee employment for the length or duration of the position as described, unless services are actually performed.

**9.7 Emergency School Closings**

On days when all schools are officially closed District-wide by the Superintendent or Governor due to snow or other adverse weather conditions, all employees will be given the time off with no loss of pay or required to be on duty depending on the type of school closing. Employees required to work or are already working when all schools are closed and most other employees excused from duties will be paid regular rates for the first eight hours of that day and will be granted an equivalent amount of vacation. If the employee is not able to accrue vacation due to being at the maximum accrual rate, they will be paid for whatever hours cannot be added to vacation accrual. In lieu of vacation, transportation employees will receive an equivalent amount of compensation. In the event an employee's services are not required due to school closing or any other reason in excess of one day's time, the District will determine if compensation is to be paid after the first day. In the event that a school or several schools are closed due to equipment failure, the District may reassign affected employees during the closing. In the event of a lost contract day due to an emergency school closing, the District may establish a make-up day when the employee will perform his/her regular duties.

**9.7.1 Official Closing:** All schools are officially closed at the end of current shift after the Superintendent or Governor declares all schools closed. The Director of District Support Services at his/her discretion may send employees home before the end of the current shift, if weather conditions warrant.

**9.8 Transfers within Classified Units**

Employees transferring from one classified service to another within the District without a Break in Service will retain all fringe benefits applicable to their Hire Date. Wage levels applicable to the new department will not necessarily apply to the transferring employee. The Executive Director of Human Resources, after consultation with the appropriate supervisors and the employee, will determine wage levels based on the employee's ability and experience.

**9.9 Probationary Period**

The first six (6) months of employment from Hire Date will be a probationary period. The District may extend the probationary period for an additional six (6) months with prior notice to the Union. The District may terminate probationary employees at any time during the probationary period without cause.

**SECTION 10 –  
RETIREMENT****10.1 District 403(b) Plan (Tax Sheltered Annuity)**

Upon employment, employees are eligible to participate in the District 403(b) plan without a District match, if authorized for no less than twenty (20) hours per week.



- 10.1.1 District Match:** July 1 of each year, when eligible based on Hire Date in Appendix A (after approximately 5 years), the District will match the contributions of the eligible employees up to a maximum annual District contribution of three percent (3%) of the employee's annual gross wages.
- 10.1.2 Election:** Employees hired prior to July 1, 1999 elected to receive the District 403(b) match or the severance pay plan, but not both. See Appendix C.
- 10.1.3 Supplemental:** Employees who are not eligible for the District match to a 403(b) plan may contribute to 403(b) plan as allowed by District policy. Such contributions will be deducted from wages with the entire cost paid by the employee.
- 10.1.4 Legal:** The 403(b) plan and District matching contributions will be subject to all applicable state and federal laws, rules and regulations.

## **10.2 Retirement Group Insurance**

Eligibility of the retired employee, spouse, and dependents for continued participation in the District health/hospitalization insurance and dental insurance will be determined by applicable state and federal law.

- 10.2.1 District Contribution to Health/Hospitalization Insurance in Retirement:** Upon retirement if eligible based on Hire Date listed in Appendix A (after approximately 15 years), employees who are at least age fifty-five (55) will be eligible for continued participation in the District's health and hospitalization program with District paid contributions of up to one hundred dollars (\$100.00) per month for single coverage and up to one hundred fifty-two dollars (\$152.00) per month for employee-plus-one or family coverage. The retired employee will pay the balance of the premium cost.
- a. **Basis:** An employee will be eligible for single or family contributions based on the coverage elected in the last one (1) year preceding retirement.
  - b. **Duration:** Eligibility for the District contribution will cease when the retired employee reaches the age of Medicare eligibility.
  - c. **Notification of Retirement:** To be eligible for the District contribution, the employee must provide written notice of retirement thirty (30) days prior to retirement, unless the District waives this requirement.
  - d. **Termination:** No employee terminated for cause will be eligible for District contributions toward retirement health insurance.
- 10.2.2 Benefits:** Retired employees will receive the same level of benefits each year as current employees actively employed.

## **SECTION 11 – LAYOFFS**

### **11.1 Definition**

Changes in organizational structure and assignments, decreasing workloads, shortage of funds, and other related reasons may necessitate layoff of employees. Advance notice of layoffs will be given with a minimum of 30-day notice or to the greatest extent possible.

- 11.1.1 Attrition:** The District will attempt, if possible, to accomplish layoffs by attrition.
- 11.1.2 Base positions:** Base positions are defined as those in Classes I and II.
- 11.1.3. Promotional positions:** Promotional positions are defined as those in Class III and higher.

### **11.2 Layoffs**

The District will consider the following factors relevant to bumping and layoffs.

- 11.2.1 Principles:** Layoffs will be governed by the following principles:
- a. Employee meets the qualifications of a position before bumping into that position, or meets them within thirty (30) calendar days of bumping;
  - b. The most senior employees retained;
  - c. No employee bettered by applying procedure;
  - d. The least disruption to the unit; and

e. The easiest procedure possible to understand and apply.

**11.2.2 Overview:** To the extent possible, the lay-off of non-probationary employees with twenty (20) hours per week or more will be avoided by:

- a. The termination of temporary and substitute employees
- b. The termination of probationary employees
- c. The termination of part-time employees in positions of less than twenty (20) hours per week
- d. The transfer of employees within classification and hours to positions vacated due to resignation, termination or retirement.

**11.3 Seniority Date**

“Seniority Date” is defined in Section 3.7. District employee numbers will be used to break ties; the lower number will be the more senior.

**11.3.1 Transfer to Transportation:** Custodial employees who transfer to transportation will retain their original seniority date, if they meet licensure requirements within thirty (30) calendar days of the transfer.

**11.4 Seniority List**

A seniority roster list will be maintained for employees in positions as defined on the regular salary page and will be posted in October and April of each year and will include: name, Seniority Date (or seniority number per Section 11.4.5, if applicable), and classification. The roster list will be made current prior to implementing layoffs.

**11.4.1 Bus Drivers:** A separate seniority list will be maintained for employees in the unit who are employed as bus drivers.

**11.4.2 Bus Assistants:** A separate seniority list will be maintained for employees in the unit who are employed as bus assistants.

**11.4.3 One List Only:** Employees will appear on only one seniority list at a time.

**11.4.4 Bumping:** Employees may not bump from one seniority list to another.

**11.4.5 Frozen Order:** On June 30, 2007, the order of the custodial seniority list was frozen based upon seniority number. The custodial seniority list will continue to include seniority number for employees whose seniority order is frozen, until seniority number is no longer relevant.

**11.4.6 Placement by Seniority Date:** Placement on the custodial seniority list after July 1, 2007 will be by Seniority Date as defined by this Contract.

**11.5 Base Positions**

**11.5.1** Bumping commences with the most senior employee whose position was eliminated.

**11.5.2** In bumping, an open position or the least senior position will be identified by the District.

**11.5.3** Employees who refuse to accept a position in a lower classification and fewer hours will be placed on layoff with right of recall.

**11.5.4** Employees will not be assigned to a position with a higher classification and those assigned to lower classification will be given the appropriate pay at the lower classification.

**11.6 Promotional Positions**

**11.6.1** Bumping commences with the most senior employee in the highest classification affected by a layoff and carries through the current classification and to the next lower classification, if necessary. Employees affected by layoff at that next lower classification have bumping rights in the same manner as stated above.

**11.6.2** The seniority date will be the promotion date to the current position for bumping within the current pay classification.

**11.6.3** The seniority date will be the promotion date to a position within the lower classification in bumping down if the individual previously held a position in that classification.

- a. If the employee has not held a position in the lower classification, the hire date to the promotion position of the vacated classification will apply.

- b. The seniority date will revert to the Hire Date if a base position is considered for placement.
- 11.6.4 In bumping within the classification or the next lower classification, the least senior or open position will be identified by the District.
- 11.6.5 A mutually agreeable assignment between the District and the employee that results in placement to a lower classification due to lack of appropriate qualifications will provide for retention of previously accrued promotional seniority.
- 11.6.6 Involuntary reassignment time to a lower classification, excluding actual layoff, counts toward promotional seniority accrued, if the employee returns to a promotional position at the first opportunity.
- 11.6.7 Promotional positions which open in the future will be posted as provided by this Contract. Employees who have been bumped from a promotional position with the same duties and at an equal or higher classification will be given recall rights to that classification. Employees must exercise this option to return to a previous classification at the first opportunity, or they will lose recall rights.

### **11.7 Laid-Off Employees**

- 11.7.1 Fringe benefits will not apply when on layoff.
- 11.7.2 Accrued vacation pay will be included in the last paycheck prior to layoff.
- 11.7.3 Accrued sick leave will be restored on recall.
- 11.7.4 The last employee laid off will be the first rehired, if qualified for the position.
- 11.7.5 Laid-off employees who fail to accept a position in an equal or higher classification within fifteen (15) calendar days of receipt of recall notice will lose their recall rights. Employees who refuse to accept a position in a lesser classification or of fewer hours will not lose their recall rights.
- 11.7.6 Laid-off employees will be terminated after thirty-six (36) months from the date of layoff.
- 11.7.7 Laid-off employees will be notified by certified mail as openings occur. It is the employee's responsibility to inform the District of their current address.

### **11.8 Transportation Layoffs & Recall**

#### **11.8.1 Layoffs**

- a. **Preliminary Steps:** The District will attempt to avoid layoffs in transportation through attrition by filling vacant positions and combining of vacant positions of few hours in order to offer viable positions to existing employees without assignments.
- b. **Application:** The layoff procedure will only apply to AM/PM routes. Drivers do not have recall rights to charters.
- c. **Rebid:** Due to a need to reduce routes or change school boundaries and as a last resort, the District will declare that a rebid of all routes is necessary. The District will rewrite and rebid routes and in the process, the employees with the lowest seniority will be laid off, if no further routes are available. Drivers who pass in the rebid process will have no recall rights for AM/PM routes, but may apply for charters under the charter regulations and must re-qualify for benefits.
- d. **Transportation Specialists:** The layoff procedure for Transportation Specialist positions will be by Seniority Date. Laid-off Transportation Specialists will be placed in the driver recall procedure. No new positions will be created in order to circumvent the layoff procedure.
- e. **Fringe Benefits:** Fringe benefits will not apply when on layoff.

#### **11.8.2 Recall**

- a. **Definition of Recall:** Acceptance of any AM/PM route will constitute a recall.
- b. **Charters:** Applicable charter regulations will be followed.
- c. **Procedure:** The District will notify the employee by certified mail of a recall offer and simultaneously attempt to contact the employee by phone. The employee will have a period of five (5) days from receipt of a written offer to notify the District that he/she accepts or refuses. If the employee fails to notify the District within the recall period or refuses the recall offer, the employee will lose all recall rights. It is the responsibility of the employee with recall rights to

maintain a current official and/or an alternative contact address and phone number during the recall.

- d. **Sick Leave:** Accrued sick leave will be restored on recall.
- e. **Loss of Recall Rights:** Laid-off employees will be terminated three (3) years from the date of layoff.

## **SECTION 12 – GRIEVANCE PROCEDURE**

### **12.1 Scope**

For the purpose of this Section the following definitions and interpretations will apply:

**12.1.1 Bureau:** The Bureau of Mediation Services.

**12.1.2 Days:** Working days.

**12.1.3 Employee:** Any District employee who is employed in a position that is part of the appropriate unit for which the exclusive Representative has been certified under Minnesota Statutes, Section 179A.12.

**12.1.4 Grievance:** An allegation by an employee resulting in a dispute or disagreement between the employee and the District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Contract.

**12.1.5 Party:** Either the exclusive Representative and its authorized agent or the employer and its authorized representative.

**12.1.6 Service:** Personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

### **12.2 Computation of Time**

In computing any period of time prescribed or allowed by this Section, the day or act or event upon which a period of time begins will be included, unless it is a Saturday, Sunday or Holiday.

### **12.3 Level One – Immediate Supervisor**

When an employee or group of employees represented by an exclusive Representative has a grievance, the employee or an agent of the exclusive Representative will attempt to resolve the matter with the employee's immediate supervisor within twenty-one (21) days after the employee, through the use of reasonable diligence, will have had knowledge of the event or act giving rise to the grievance. The supervisor will then attempt to resolve the matter and will respond in writing to the grievant and the agent of the exclusive Representative within five days after the grievance is presented.

### **12.4 Level Two – District Representative**

If the grievance is not resolved under Level One, the exclusive Representative may serve the written grievance upon the chief administrative agent of the employer or designated representative within fifteen (15) days after the written response required by Level One was due. The employer's representative will meet with the agent of the exclusive Representative within five (5) days after service of the written grievance and both parties will attempt to resolve the grievance. The employer's representative will serve a written response to the grievance on the agent of the exclusive Representative within five (5) days of the meeting. The response will contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

### **12.5 Level Three – Arbitration**

**12.5.1 Referral to Arbitration:** If the response of the chief administrative officer or designee is not received within the period provided in Level Two or is not satisfactory, the exclusive Representative may serve written notice on the employer of its intent to refer the case to arbitration within ten (10) days after the response required by Level Two is due.

**12.5.2 Selection of Arbitrator:** Within ten (10) days of the service of written notice of intent to arbitrate, the employer's chief administrative officer or designee will consult with the agent of the exclusive Representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If

the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties will alternately strike names from a list of five (5) names to be provided by the Bureau until only one name remains, and the remaining name will be the designated arbitrator. The determination of which party will commence the striking process will be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three (3) days of service of the notice of refusal or failure to strike names, the Bureau will designate one name from the list previously provided to the parties and the person so designated by the Bureau will have full power to act as the arbitrator of the grievance.

- 12.5.3 Arbitrator's Authority:** The arbitrator will have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator will be final and binding upon both parties.
- 12.5.4 Arbitration Expenses:** The employer and the exclusive Representative will share equally the arbitrator's fees and necessary expenses. The party requesting the cancellation will pay cancellation fees and the party requesting the clarification will pay any fees incurred as a result of a request for clarification. Each party will be responsible for compensating its own representatives and witnesses except to the extent provided by this Section.
- 12.5.5 Transcripts and Briefs:** Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes will be considered the arbitrator's private and personal property and will not be made available to the parties or another third party. If the arbitrator uses a recording device to supplement the arbitrator's notes, the arbitrator will retain the recording for a period of ninety (90) days following the issuance of the award.

## **12.6 Processing of Grievance**

- 12.6.1 Release Time:** To the fullest extent feasible, the processing of the grievances under this Section will be conducted during the normal business hours of the employer. Employees designated by the exclusive Representative will be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to this Section, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees will be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.
- 12.6.2 Waiver of Levels:** The parties may by mutual agreement waive participation in the grievance steps in this Section and may similarly agree to extend the time limits established by this Section.
- 12.6.3 Time Limits:** A failure to raise a grievance within the time limits specified in Level One or to initiate action at the next level of the procedure in Level Two or Level Three within the time limits in these sections will result in forfeiture by the exclusive Representative of the right to pursue the grievance. A failure by the District to comply with the time periods and procedures in Level One, Level Two, or Level Three will constitute a denial of the grievance and the grievance is automatically appealable.

## **SECTION 13 – DURATION**

### **13.1 Term and Reopening Negotiations**

This Contract will remain in full force and effect for a period commencing July 1, 2017, through June 30, 2019, and thereafter according to law.

### **13.2 Effect**

This Contract constitutes the full and complete Contract between the District and the Representatives of the plant operation, transportation, and central services employees of the District. The provisions herein relating to

terms and conditions of employment supersede any and all prior Contracts, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment.

**SIGNATURES**

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

**FOR:** *Custodial, Maintenance and Transportation  
Employees - SEIU Local #284*

**FOR:** *Independent School District No. 271  
Bloomington, Minnesota*

**SCHEDULE A -  
2019-2020  
WAGE SCHEDULE**

**CUSTODIAL:**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
<b>Class I</b>	14.57	15.29	16.21	17.18	17.70	18.23	18.48	18.98	19.83
<b>Class II</b>	16.40	16.97	17.56	18.13	18.68	19.52	19.77	20.27	21.12
<b>Class III</b>	16.63	17.13	17.65	18.18	18.72	21.24	21.49	21.99	22.84
<b>Class IV</b>	16.94	17.45	17.97	18.51	20.68	23.43	23.68	24.18	25.03
<b>Class V</b>	17.34	18.29	19.38	20.35	22.47	25.00	25.25	25.75	26.60
<b>Class VI</b>	18.03	18.64	19.72	20.72	22.84	25.38	25.63	26.13	26.98
<b>Class VII</b>	18.40	19.00	20.05	21.07	23.19	25.74	25.99	26.49	27.34

**TRANSPORTATION:**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
<b>Bus Ass't.</b>	13.57	14.56	14.56	14.56	14.56	14.56	14.81	15.31	16.16
<b>Class II</b>	16.97	17.56	18.13	18.68	19.52	20.15	20.40	20.90	21.75
<b>Class V</b>	17.34	18.29	19.38	20.35	22.47	25.00	25.25	25.75	26.60
<b>Class VI</b>	18.03	18.64	19.72	20.72	22.84	25.38	25.63	26.13	26.98

*See Section 6.4 – Longevity Pay*



**SCHEDULE B -  
2020-2021  
WAGE SCHEDULE**

**CUSTODIAL:**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
<b>Class I</b>	14.86	15.60	16.53	17.52	18.05	18.59	18.84	19.34	20.29
<b>Class II</b>	16.73	17.31	17.92	18.49	19.05	19.91	20.16	20.66	21.61
<b>Class III</b>	16.96	17.47	18.00	18.54	19.09	21.66	21.91	22.41	23.36
<b>Class IV</b>	17.28	17.80	18.33	18.88	21.09	23.90	24.15	24.65	25.60
<b>Class V</b>	17.69	18.66	19.77	20.76	22.92	25.50	25.75	26.25	27.20
<b>Class VI</b>	18.39	19.01	20.11	21.13	23.30	25.89	26.14	26.64	27.59
<b>Class VII</b>	18.77	19.38	20.45	21.49	23.66	26.26	26.51	27.01	27.96

**TRANSPORTATION:**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
<b>Bus Ass't.</b>	13.84	14.85	14.85	14.85	14.85	14.85	15.10	15.60	16.55
<b>Class II</b>	17.31	17.92	18.49	19.05	19.91	20.55	20.80	21.30	22.25
<b>Class V</b>	17.69	18.65	19.77	20.76	22.92	25.50	25.75	26.25	27.20
<b>Class VI</b>	18.39	19.01	20.11	21.13	23.29	25.89	26.14	26.64	27.59

*See Section 6.4 – Longevity Pay*

**SCHEDULE C -  
HOURLY STIPENDS**

**Custodial**

Line	Description	19-20	20-21	Optional vs. Required	Notes
1	2nd Class Boiler license	0.50	0.51	Optional	
2	1st Class Boiler license	1.09	1.10	Optional	
3	1st Class Boiler license	1.68	1.69	Required	Elementary Chief, Trades Assistant, Engineer and Lead
4	Chief Boiler license	2.60	2.61	Required	Secondary Chief, Maintenance/Tech II & III, Lead Journeyman HVAC Technician, HVAC Technician
5	Chief Boiler License - over existing 1st Class Boiler license	0.50	0.51	Optional	Elementary chief, Maintenance/Tech I, and Lead
6	Trades	2.71	2.72	x	Master Electrician of Record, Lead Journeyman HVAC Technician & Energy Management Systems/Tech III, Lead Mechanic
7	Journeyman or Higher Electrician, Plumber License	5.21	5.22	Required	
8	Low Voltage Electrician License	1.68	1.69	Required	Energy Management Systems/Tech III, Lead Journeyman HVAC Technician, & HVAC Technician
9	Pool operator certificate	0.83	0.84	Required	Lead Custodian (Middle School only), Chief Custodian Secondary, Maintenance/Tech I, II, & III
10	Pool operator certificate	0.45	0.46	Optional	Limited to twenty-five (25) employees who obtain the certificate on a first-come, first-served basis. In the event two (2) or more employees submit a certificate to qualify for the twenty-fifth (25th) position at the same time, the senior employee will receive the stipend. Employees required to hold a pool operator certificate are not included in this limit.
11	CFC Refrigeration certificate	0.83	0.84	Required	Lead Journeyman HVAC Technician and HVAC Technician
12	CFC Refrigeration certificate	0.45	0.46	x	As of May 8, 2000, an employee holding the CFC Refrigeration certificate who has been receiving this stipend will continue to receive it.
13	Class B driver license with school bus endorsement (custodial)	1.00	1.00	Optional	In the event a custodial employee receiving this stipend is requested to drive bus and declines twice in any fiscal year, that employee will lose this stipend.
14	Journeyman (or higher) printer's license	0.55	0.56	Required	Includes printer's certificate
15	Master Electrician of Record and Lead Mechanic	4.18	4.19	Required	
16	Custodial Trainer	1.63	1.64	x	
17	On-Call	26.89	26.90	x	For each day designated to be on call
		53.65	53.66	x	For each holiday designated in Section 9.5 (per day)
18	Construction Stipend	3.02	3.52		Year Round Lead Project Supervisor
19	Construction Stipend	0.55	0.56		Chief Custodian, Engineer, Central Maintenance Staff (to be paid during project period.)
20	Lead Pipe Fitter	1.03	1.04	Required	
21	Journeyman Pipe Fitter	0.52	0.53	Optional	

**Transportation**

Line	Description	19-20	20-21	Optional vs. Required	Notes
1	Driver Trainer	1.42	1.43	x	Driver Trainers may also be employed as Standby Drivers with no additional stipend.
2	Fleet Coordinator/ Bus Wash Supervisor	1.42	1.43	x	
3	Mechanics providing their own tools	0.76	0.77	x	
4	Standby Drivers	0.90	1.05	x	
7	Underground tank operator certificate	0.45	0.46	Required	Classes A, B, and C
6	Overnight Stay	26.89	26.90	x	For each night

**APPENDIX A -  
ELIGIBILITY**

Employee Hire Date: \_\_\_\_\_

Based on Hire Date without a break of service as defined in 3.5 Break in Service, employees are eligible for the following benefits per this table:

Employee qualifies for benefit below:		Effective July 1, 2019, if Hire Date is before:	(1) Effective July 1, 2020,* if Hire Date is before:	(2) Approximate Years to Qualify
<b>Section 6.4 - Longevity Pay</b>	<b>10L</b>	January 1, 2010	January 1, 2011*	10
	<b>15L</b>	January 1, 2005	January 1, 2006*	15
	<b>20L</b>	January 1, 2000	January 1, 2001*	20
<b>Section 8.3 - Personal-Emergency Leave (Custodial)</b>		January 1, 2010	January 1, 2011*	10
<b>Section 8.4 - Vacation (Custodial)</b>	<b>12 days/yr</b>	Upon employment	Upon employment	-
	<b>16 days/yr</b>	January 1, 2016	January 1, 2017*	4
	<b>18 days/yr</b>	January 1, 2011	January 1, 2012*	9
	<b>20 days/yr</b>	January 1, 2006	January 1, 2007*	14
	<b>22 days/yr</b>	January 1, 2002	January 1, 2003*	18
	<b>24 days/yr</b>	January 1, 1998	January 1, 1999*	22
<b>Section 8.5 - Paid Holidays</b>		Upon employment	Upon employment	-
<b>Section 10.1 - 403(b) Match (20 hours or more)</b>		January 1, 2015	January 1, 2016*	5
<b>Section 10.2 - Retirement Health Insurance (Minimum age 55) (Part-time &amp; full-time)</b>		January 1, 2005	January 1, 2006*	15

Notes:

- (1) Should a successor contract not be reached upon expiration of this Contract, the dates marked with an asterisk\* will advance one year on an annual basis.
- (2) For employees hired mid-year in a school year, refer to Hire Date.

**APPENDIX B -  
CUSTODIAL/TRANSPORTATION  
CLASSIFICATIONS & POSITION TITLES**

<b>Class</b>	<b>Position Title</b>
<b>BA</b>	Bus Assistants
<b>I</b>	Base Custodian
<b>I</b>	Laundry Worker
<b>II</b>	Base Custodian (with First Class boiler license)
<b>II</b>	Bus Driver
<b>II</b>	Courier
<b>II</b>	Grounds keeper
<b>II</b>	Truck Driver/Food Service
<b>III</b>	Lead Custodian
<b>III</b>	Lead Grounds keeper
<b>III</b>	Maintenance/Tech I
<b>IV</b>	Chief Custodian Elementary
<b>IV</b>	Lead Printer Technician
<b>IV</b>	Maintenance/Tech II
<b>V</b>	Energy Management Systems – Tech III
<b>V</b>	HVAC Technician
<b>V</b>	Journeyman Electrician
<b>V</b>	Maintenance/Tech III
<b>V</b>	Mechanic
<b>VI</b>	Chief Custodian Secondary
<b>VI</b>	Lead Journeyman HVAC Tech
<b>VI</b>	Lead Carpenter
<b>VI</b>	Lead Electrician
<b>VI</b>	Lead Mechanic
<b>VII</b>	Supervisor Print Shop

*Notes:*

- (1) List was current as of 8/29/17
- (2) Classifications and position titles are subject to change.

**APPENDIX C -  
SEVERANCE PAY**

**NOTE: In 2007-09 Contract, the sections below were moved to this Appendix. By moving these sections, the District's intent is to identify which employees are eligible for this benefit through special election, not to deny or limit employees' access to severance pay or to change the relevant provisions.**

**C. Severance Pay Plan**

Employees who have not opted for the District 403(b) match in Section 10.1.2 will be eligible for severance pay under the provisions of this plan.

- C.1 Eligibility:** Permanent classified personnel with either 10- or 12-month assignments who work a minimum of four (4) hours a day or more. This requirement applies to accrual of credits and eligibility for severance pay. Qualified employees must be at least age fifty-five (55) and have had a minimum of five (5) years of continuous service. Employees who retire, resign or are terminated by District action due to expiration of a leave of absence for illness and are otherwise qualified will be eligible for severance pay. Terminations due to any other circumstances do not qualify for severance pay. Transportation employees are not eligible for any retirement benefits set forth in this Appendix.
- C.2 Accrual of Credits:** A combination of accrued sick leave and service credits will be used to a total of one hundred (100) days credit. Accrued sick leave will be used on a one to one basis to a maximum of ninety (90) days. Additional credits will be given for continuous service at a rate of five days for each full fiscal year of service to a maximum of seventy-five (75) days. Accrual of credits is retroactive for currently qualified employees. An exception will be made for the last year of service in which retirement occurs where a full year's credit will be given if the employee resigns after nine (9) months or more of service.
- C.3 Notification of Retirement:** A written notice of retirement will be required with a minimum notice of thirty (30) days prior to retirement but a ninety (90) day notice is preferred. The District may waive this provision.
- C.4 Computation of Severance Pay:** The daily rate of severance pay will be based on the average salary and hours worked per day during the last credited fiscal year and will include stipend pay and night shift differential pay, but exclude temporary and extra assignments. Employees retiring or attaining age fifty-five (55) and have had a minimum of five (5) years of continuous service will receive one hundred percent (100%) of accrued credits.
- C.5 Schedule of Severance Payments:** The District will pay Severance within thirty (30) days from the effective date of retirement. The District will deposit the entire calculated severance amount into the Post Retirement Health Care Savings Plan administered by the Minnesota State Retirement System. In the event the employee dies with severance unpaid, the severance will be paid to the employee's named beneficiary, if any, or to the employee's estate.
- C.6 List of Custodial Employees Who Elected Severance:** The following custodial employees listed in Table C hired prior to July 1, 1999 have elected to participate in this Severance Pay Plan as identified in this Appendix. They are not eligible to participate in the 403(b) matching plan set forth in Section 10.1.2.

TABLE C

#	Last	First	Date of Hire
1	Berge	Scott	3/14/94
2	Bjerke	Timothy	8/29/85
3	Carcione	Andrew	9/28/92
4	Hanson	Jessica	2/9/89
5	Kitagawa	David	4/2/90
6	Malecky	Steve	4/25/82
7	Parker	Terry	5/30/95
8	Pierre	Robert	6/5/95
9	Rossley	David	2/22/94
10	Tucker	Jeffrey	4/29/86

Notes:

- (1) List was current as of 9/30/19
- (2) Cut-off date in Contract to opt into District 403(b) match was July 1, 1999.
- (3) Only employees on this list are eligible for severance; all others may be eligible for the District 403(b) match per this Contract.

**APPENDIX D -  
TIER II CUSTODIAL EMPLOYEES**

No Tier I employees will move from Tier I to Tier II. Tier II wages include longevity pay. The following list is a complete list of those employees on Tier II, as of June 13, 2017: Steve Malecky.

<b>• TIER II SCHEDULE</b>		
	<b>2019-2020</b>	<b>2020-2021</b>
<b>Class I</b>	22.16	22.61

**STATEMENT OF MUTUAL INTENT - TWO-TIER PAY SYSTEM**

It is the mutual intent of the parties, Local 284 and ISD 271, to work toward future elimination of the existing two-tier pay system.

Mutual Statement dated December 2, 1991.

**APPENDIX E -  
TRANSPORTATION ROUTE ASSIGNMENTS AND CHARTER REGULATIONS**

The parties agree to meet and negotiate changes to the following Route Assignment and Charter System if necessary during the term of this Contract. If any of the guidelines below are not followed, the driver can and will be suspended from future charter work depending on circumstances.

**E.1 Route Assignments**

- E.1.1 Posting:** Any new or vacant route assignment will be posted for a period of no less than five (5) working days.
- E.1.2 Assignments:** Route assignments will be awarded on the basis of highest seniority and hours worked not exceeding a ten (10) hour day or forty (40) hour workweek.
- E.1.3 Voluntary Leaves of Absences:** Three (3) transportation employees at a time may take voluntary unpaid leaves of absence of up to two (2) weeks and return to their assigned routes. In addition, two (2) transportation employees at a time who have five (5) or more years of service may take voluntary unpaid leaves of absence for up to thirty (30) calendar days and return to their assigned routes. These leaves will be limited to one leave per person per school year. Leaves of absence of up to twelve (12) weeks taken pursuant to the Family Medical Leave Act (FMLA) will be administered in accordance with that law and not count toward the one leave per year, and the driver's route will be filled temporarily.
- E.1.4 Route Assignments**  
Employees shall receive a copy of their route standard at their request within a reasonable time frame. Requests made at peak times may not be processed immediately.
- E.1.5 Two Hour Minimum**  
If an employee's assigned transportation route is less than two (2) hours, the employee may either 1) be available for work onsite for the remainder of the two hours and check in with their supervisor regarding available duties or 2) punch out and be paid only for actual time worked. Employees should reference section 7 and Appendix E for any impact on hours and eligibility for benefits.

**E.2 Charter System**

Charters are very important because they generate needed revenue and they provide opportunities for extra work for our drivers. To retain and grow this opportunity, we need to provide great customer service. Getting our customers to and from their destination safely, on time and with professional, friendly service, are expectations of our customers. The following guidelines are designed to help us deliver great customer service.

**E.3 Posting Charters**

- E.3.1 Regular Charters** (not "last minute" charters)
- a. "Sign-up Sheets" will be posted on the bulletin board on Monday the week before they are scheduled to run
  - b. The postings will remain up until 3:00 pm on Wednesday.
  - c. Awarded charter assignments will be posted Friday by 2:00 pm.
- E.3.2 Last Minute Charters** (charters that cannot be posted because charter info was not available at time of Monday posting)
- a. Last Minute Charter will use the "Sign-up Sheets" which will be posted on the bulletin board on Monday the week before they are scheduled to run.
  - b. The postings will remain up until 3:00 pm on Wednesday.
  - c. Awarded Last Minute Charter assignments will be posted on the board at the end of the week.

**E.4 Applying for Charters**

**E.4.1 Regular Charters**

- a. Driver will print, in ink, the charter numbers they want to bid on next to their names on the posted "Sign-up Sheet". Drivers will note "All" or "Any" next to their names if they want to bid on any trip available.



- b. Drivers must not sign up for charter work that interferes or overlaps with their regular route times. School routes take precedence over charters.
- c. A Driver must be aware of the weekly total hours of his/her regular route. Drivers should not sign up for any charters that have projected hours that will put their weekly total into overtime. For example, if a driver's regular route is 38.50 hours, the driver cannot sign up for any charter that is more than 1.50 hours.
- d. Drivers are responsible for signing up for charters while the "Sign-up Sheets" are up on the bulletin board. Once the sheet has been taken down, no more sign-ups will be allowed. There will be no exceptions.
- e. Drivers should not sign up for charters just so they can call in sick at the last minute and expect to get sick pay.

#### **E.4.2 Last Minute Charters**

- a. On any workday a last-minute charter might come in. Dispatch will go through the "Sign-up Sheet" by seniority and assign to drivers. A driver that has already been awarded a charter for that given time period will be passed over regardless of seniority, unless a specific qualification is necessary for the charter.
- b. Drivers must not sign up for charter work that interferes or overlaps with their regular route times. School routes take precedence over charters.
- c. All drivers interested in last minute charters must print their name, in ink, on the "Sign-up Sheet". Drivers must note "All" or "Any" next to their names if they want to bid on any trip available or to be considered for last minute charters.
- d. The charter assignment will not cause the driver to exceed a forty (40) hour workweek.

### **E.5 Assigning Charters**

#### **E.5.1 Regular Charters**

- a. Charters will be assigned to drivers who have signed up, based on two criteria:
  - 1. Seniority
  - 2. The charter assignment will not cause the driver to exceed a forty (40) hour workweek.
- b. A driver may not trade or transfer his/her charter assignment to another driver.
- c. Charter assignments will not be based on customer requests.
- d. Non-transportation staff will not be assigned to a charter unless the charter requires at least one overnight stay.
- e. If a driver is not satisfied with a charter assignment, they must first speak to the dispatcher who assigned the charter to clarify the reasons for the assignment. If the driver is not satisfied with the clarification, the driver will then discuss his/her concerns with the Assistant Director or the Director within two (2) working days of the assignment.
- f. Charters requiring the use of a wheelchair during the course of the trip will only be assigned to drivers with wheelchair training. Charters requiring a wheelchair will be posted indicating this requirement.
- g. Upon ratification of the 2019-21 contract, drivers wishing to driver charters will receive wheelchair training within thirty (30) days. If the District is unable to provide the training within thirty (30) days, the time will be extended until such training can be offered. Drivers will be eligible to continue driving charters until such time the training has been provided and completed.

#### **E.5.2 Charter Structure**

- a. Charters will be round trip, unless the requestor specifies two one-way trips. A demonstrated shortage of drivers may be an exception requiring two one-way trips.

### **E.6 Canceled Charters**

For charters canceled within two (2) hours of charter sign in, the assigned driver will be paid for two (2) hours and must remain onsite and be available for other transportation related work

**E.7 Overnight Charters**

- E.7.1** The first day and last day of an overnight charter, the driver will be paid the actual hours worked.
- E.7.2 Layover Days:** A layover day may occur when a charter trip extends for more than two days and the driver is required to stay with a group. A layover day is always preceded and followed by an overnight stay. If a layover day or days is required, the driver will be paid for 8 hours that day even if less than 8 hours of the driver's time is required.
- E.7.3** On layover days, the driver must be available to the group at whatever times the group requests, to provide transportation for the group.
- E.7.4** Non-transportation staff will not be paid by the Transportation Department for layover days.

**E.8 Charter preparation**

- E.8.1** Drivers assigned to weekend or holiday charters are responsible for calling the designated phone number as a sign-in. This allows the person taking the sign-in calls to let teachers or coaches know that the bus is on time and/or on its way. The sign-in call also lets us know that you are on time.
- E.8.2** Drivers are responsible for knowing where the charter is going in advance and how to get to the destination. If a driver doesn't know the route, the driver must ask for a map or directions before leaving the garage.
- E.8.3** Drivers are responsible for reading the charter slips. A "Notes" box at the bottom of each charter slip will provide special instructions, such as which door to pick up at or if there is more than one school being picked up.

**E.9 Expectations of the Charter Driver**

- E.9.1** If a driver is driving a charter return from an after school event the driver needs to do the following:
- Leave for the pick-up destination immediately following the end of his/her regular school route.
  - Locate his/her group at the pick-up destination and check in with the group leader.
- E.9.2** Drivers are responsible for staying with the charter group unless it is arranged with the group's leader that the driver can leave and a return time is determined. If the driver has been given permission to leave the group, the driver must be back at the time specified by the group leader. Being on time is very important! At no time should the absence from the group exceed 45 minutes or exceed a distance of 3 miles away from the group.
- E.9.3** Drivers should be aware of inclement weather approaching. Drivers should discuss the weather with dispatch. If dispatch is not available, drivers should seek more information about weather conditions (radio, TV, etc.) If severe weather is approaching and the driver has left the charter group, the driver should return immediately to the charter group.
- E.9.4** Drivers on charters must fill out the charter slip completely:
- Miles.
  - Time. The driver must record charter time only.
  - Have the slip signed and end (release) time noted by the coach or teacher.
  - Turn the slip in within 48 hours.

**E.10 Assurance**

If a driver is not assigned a charter during a particular week, there is a reason. Dispatch is not being prejudiced or showing favoritism for certain drivers. Please ask before accusing. Some reasons for not being given a charter would include:

- The driver has too many route hours.
- The driver already did extra work and a charter would put the driver into overtime.
- Scheduled charters conflict with the driver's regular route.
- There are not enough charters available.

**E.11 Status Sheets**

**E.11.1. Determination of Authorized Hours (Annually)**

**a. Definitions**

1. **Authorized Days:** Authorized days shall be all days school is in session (from the first student contact day through the last student contact day); plus all holidays that the employee qualifies for under the collective bargaining agreement. Those employees on FMLA and worker compensation leaves will be held harmless.
2. **Hours:** Hours shall be all hours paid per day (including paid holidays, paid sick leave, and hours worked per Section 7.1.1d of the collective bargaining agreement); hours worked driving charters on weekends; and hours worked in excess of normal route times as recorded by the employee and authorized by the District; and hours that designated representatives of the Union are paid by the District while engaged in their duties on behalf of the Union.
3. **Eligibility:** Eligibility for benefits expressed as authorized hours in conformance with the collective bargaining agreement are as follows:

Eligibility Group	Category	Minimum Authorized Daily Hours	Maximum Authorized Daily Hours	Insurance
E1	Full-time	6.0	8.0	Full-time benefits
E2	Part-time	4.0	<6	Part-time benefits
E3	Not qualified for benefits	>2.1	<4	N/A

4. **Authorized daily hours:** The hours that determine an employee’s category for eligibility.
  5. **Hourly wage:** The employees wage as determined by his/her placement in the wage schedule of the collective bargaining agreement
  6. **Annual wages:** The annual wages for the employee shall be calculated as follows: *Authorized daily hours x hourly wage x authorized days.*
  7. **Effective date:** The effective dates of annual authorized hours shall be, unless otherwise recalculated, annually: September 1 through August 31
- b. Authorized daily hours** will be calculated as follows: *total hours worked in the previous school year ÷ total number of authorized days in the previous school year, not to exceed eight (8) hours per day.*

Examples:

- An employee worked 1,124 hours in the 2013-14 school year. Authorized days for the 2013-14 school year was 182 days.  $1,124 \div 182 = 6.18$  authorized daily hours. The employee would fall into category E1 in the eligibility table.
  - An employee worked 1,000 hours in the 2013-14 school year.  $1,000 \div 182 = 5.49$  authorized daily hours. The employee would fall into category E2 in the eligibility table.
- c. **Pay for holiday and sick leave** shall be determined as follows: *authorized daily hours x hourly wage (based on the employee’s placement on the wage schedule).* A change in benefit eligibility will result in a change in hours for holiday and sick leave pay.
  - d. **Contribution to 403(b)** per the collective bargaining agreement shall be: up to a maximum annual District contribution of three percent (3%) of the employee’s annual gross wages.)
  - e. **Life insurance and long-term disability benefits** will be based on annual wages.

**E.11.2 Re-Calculation of Authorized Hours (During the School Year)**

- a. Trigger events:** Authorized hours may be re-calculated due to one of the following, which may occur outside the defined calculating periods;
- 1. A change in route**
    - **Increase in hours:** If an employee during the school year bids on a route the hours of which will increase the employee's authorized hours which results in a change in eligibility for benefits, then the employee will sign and, upon request, receive a copy of the Change in Status sheet and be eligible for the change in benefits on the first day of the month after the employee begins the route.
    - **Decrease in hours:** If an employee during the school year bids on a route the hours of which will decrease employee's authorized hours which results in a change in eligibility for benefits, then the employee will be notified of the effect of the change and be given the opportunity to 1) accept the change in eligibility, effective on the first day of the month after the decrease in hours occurs, 2) accept the change in hours and additionally indicate whether the employee expects to pick up sufficient hours within the next calculating period (as defined below) to maintain his/her eligibility, or 3) decline the route. Such notification shall clearly state the employee's options and clearly indicate her/his choice.
  - 2. Other change in hours:** If an employee's hours are changed by the District that causes a change in benefit eligibility, the employee will be notified of the effect of the change on his or her authorized hours and be given the opportunity to 1) accept the change in eligibility, effective on the first day of the month after the decrease in hours occurs, or 2) accept the change in hours and additionally indicate whether the employee expects to pick up sufficient hours within the next calculating period (as defined below) to maintain his/her eligibility. Such notification shall clearly state the employee's options and clearly indicate her/his choice.
  - 3. Upon request of an employee:** once at the end of a calculating period, effective as stated below, if there is an anticipated change in benefit eligibility.
  - 4. As determined by the District:** once at the end of a calculating period, effective as stated below, if there is an anticipated change in benefit eligibility.
- b. Definitions**
- 1. Calculating periods**
    - **Period 1:** First student contact day of the school year through November 30
    - **Period 2:** December 1 through the last day of February
    - **Period 3:** Automatic at the end of the school year
  - 2. Hours:** Hours shall be all hours paid per day (including paid holidays, paid sick leave, and hours worked per Section 7.1.1d of the collective bargaining agreement); hours worked driving charters on weekends; and hours worked in excess of normal route times as recorded by the employee and authorized by the District; and hours that designated representatives of the Union are paid by the District (including reimbursements by the Union) while engaged in their duties on behalf of the Union, as mutually agreed to by the Union and the District.
  - 3. Effective Date:** The effective dates of a change in authorized hours shall be as follows, unless otherwise recalculated:
    - **Period 1:** January 1 through August 31
    - **Period 2:** April 1 through August 31
    - **Period 3:** Same as annual
- c. Authorized daily hours** shall be re-calculated as follows:
- Total number of hours worked in the calculating period ÷ authorized days in the calculating period*

- d. Notification to employees:** Employees shall be notified in writing after each calculation of authorized daily hours is completed. The notice shall show the calculation of authorized daily hours as indicated above. In addition, the notice shall:
1. Contain a statement as to whether the authorized hours affect the employee's eligibility for benefits in accordance with the Eligibility Table contained in this Section.
  2. If the authorized hours are less than those of the preceding calculating period, the notice shall also inform the employee of opportunities for additional hours to maintain current benefit eligibility.

**APPENDIX F -  
DISTRICT HSA CONTRIBUTIONS FOR NEW HIRES**

**Employee-Only Coverage:** The total district HSA contribution for new full-time hires for 2019-2020 will be a maximum of six hundred seventy-five dollars (\$675.00). Part-time health service employees will receive half of full-time district contribution (\$337.50). The total district HSA contribution for new full-time hires for 2020-2021 will be a maximum of seven hundred dollars (\$700.00). Part-time health service employees will receive half of full-time district contribution (\$350.00.) These figures are based on a full year schedule. Those hired after January 1<sup>st</sup> of any school year will receive a pro-rated amount based on their hire date.

**Employee+1 and Family Coverage:** The total district HSA contribution for new full-time hires for 2019-2020 will be a maximum of thirteen hundred fifty dollars (\$1,350.00). Part-time health service employees will receive half of full-time district contribution (\$675.00). The total district HSA contribution for new full-time hires for 2020-2021 will be a maximum of fourteen hundred dollars (\$1,400.00). Part-time health service employees will receive half of full-time district contribution (\$700.00). These figures are based on a full year schedule. Those hired after January 1<sup>st</sup> of any school year will receive a pro-rated amount based on their hire date.

**LETTERS OF UNDERSTANDING**

**BUS TEAM DELEGATE**

The selection of the Team Delegate for SEAM shall involve at least one person representing the District and at least one person representing the Union. The two parties shall meet and confer prior to any Team Delegate being selected. Furthermore, the Team Delegate shall receive a monthly stipend of \$50.00 during the normal school year.

This Memorandum of Understanding will expire on June 30, 2021, unless renewed by mutual agreement of the Union and the District.

---

**PRINT SHOP**

The Union and District agree that if a Print Shop would be brought in house again, it will be recognized as part of the Unit.

---

**CFC STIPEND**

The Union and the District agree that as the need for District owned vehicles to receive CFC refrigeration maintenance increases, the parties will meet and review the CFC stipend and the application of that stipend to additional mechanics. The parties will review the cost of that stipend compared to the cost of having the work done externally.