

# **EMPLOYMENT AGREEMENT**

**Between**

**Independent School District No. 31**

**and**

**Minnesota School Employees Association  
for  
Custodians and Maintenance Personnel**

**Bemidji, Minnesota**

**For the Years**

**Beginning July 1, 2009, through June 30, 2011**

NOTE: SBR 200-40-1 dated August 16, 2010, supercedes SBR 200-40-1 dated January 28, 2008

**SBR 200-40-1  
ISD #31  
16 August 2010**

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AGREEMENT

ARTICLE I  
PURPOSE

SECTION 1. PARTIES. THIS AGREEMENT, entered into between the school board of Independent School District No. 31, Bemidji, Minnesota, hereinafter referred to as the District; Minnesota School Employees Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with Public Employment Labor Relations Act, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for custodians, maintenance and plant operators, and laundry employees during the duration of this Agreement.

SUBD. 1. All custodians, maintenance and plant operators, excluding the chief engineer and the custodial manager which said employees shall hereinafter be designated as Class "A" employees.

SUBD. 2. Laundry employees shall hereinafter be referred to as Class "B" employees.

ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION. In accordance, with P.E.L.R.A., the District recognizes the Minnesota School Employees Association as the exclusive representative for custodians, maintenance and plant operators, and laundry employees employed by the District, which exclusive representative, shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

SECTION 2. APPROPRIATE UNIT. The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and P.E.L.R.A. and in certification by the Director of Mediation Services.

ARTICLE III  
DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT. Shall mean the hours of employment, the compensation therefore including fringe benefits, and the District's personnel policies affecting the working conditions of the employees.

SECTION 2. DESCRIPTION OF APPROPRIATE UNIT. For purposes of this Agreement, the terms custodian, maintenance and plant operators, and laundry employees shall mean all persons in the appropriate unit employed by the District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees and the Chief Engineer and Custodial Manager of the school district.

SECTION 3. OTHER TERMS. Terms not defined in this Agreement shall have those meanings as defined in P.E.L.R.A. Full-time employee means an employee who is employed for forty (40) hours a week on a twelve (12) month basis.

SECTION 4. DEFINITIONS.

- A. Full-time Employee: Full-time employees work eight (8) hours per day, Monday through Friday, for a total of forty (40) hours per week and twelve (12) months per year.
- B. Part-Time Employee: Part-time employees work less than forty (40) hours per week.
- C. Other Employees: Employees who work less than four (4) hours per day, five (5) days per week, and are not covered by the insurance benefits in this contract.

ARTICLE IV  
DISTRICT RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS. The exclusive 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 and direction and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES. The exclusive 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.

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS. The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the District and shall be governed by the laws of the State of Minnesota, and by school rules, regulations, directives and orders, issued by properly designated officials of the District. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS. The foregoing enumeration of District rights and duties shall 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 Agreement are reserved to the District.

ARTICLE V  
EMPLOYEE RIGHTS

SECTION 1. RIGHT TO VIEWS. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. RIGHT TO JOIN. Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school board.

SECTION 3. REQUEST FOR DUES CHECK OFF. Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that employee has agreed to pay to the employee organization. Deduction may be terminated by the employee by giving 30 days written notice to the District business office to stop deductions.

## ARTICLE VI HOURS OF WORK

### SECTION 1. HOURS OF WORK: CLASS 'A' EMPLOYEES.

SUBD. 1. The normal work week for full-time employees will be eight (8) hours per day, Monday through Friday, for forty (40) hours for the week. All hours worked in excess of eight hours in one day or forty (40) hours in one week, shall be compensated for at the rate of one and one-half times the regular hourly wage contained in Attachments A and B of this agreement. A paid holiday, sick leave and vacation shall be considered hours worked for purposes of calculating overtime. There shall be fifteen (15) minute coffee break every four (4) continuous hours of employment for all employees. A shift ending after midnight on Friday shall be considered a Monday through Friday shift.

SUBD. 2. Overtime work will be distributed equitably among the qualified employees within each building or department. If no employee in a given building or department is available for such overtime work, then an employee in the same classification from another building or department will be called upon to perform the work.

SUBD. 3. By mutual agreement between the exclusive representative and the District, the summer work week may be changed and the eight hour per day overtime clause waived, but in no event will the 40 hours per week clause be changed.

SUBD. 4. MINIMUM CALLBACK PAY: All employees who have completed their daily shift and have left the premises and are called back to return to work before the beginning of the next daily shift shall be termed an emergency call-back and shall be paid at the minimum rate of two (2) hours at time and one-half (1 ½) the employee's base hourly rate of pay for each such call-back. Call back hours shall not be credited as "hours worked" for purposes of overtime computation. This provision shall not apply to routine "boiler checks".

SUBD. 5. COMPENSATORY TIME: In lieu of cash overtime payment, an employee may request compensatory time off for overtime worked at the rate of one and one-half hours of compensatory time for each hour of overtime worked. The District retains the right to deny any request for compensatory time and make overtime payment in

accordance with Subdivision 1 of this Article. Compensatory time, whether earned or used, shall be recorded on the applicable timesheet and payroll record.

SUBD. 6. ROUTINE BOILER CHECKS: Staff assigned to perform weekend “boiler checks” will be compensated for one hour (one and one half hour for Bemidji High School) at time and one-half for each assigned check. Staff completing a routine boiler check shall also conduct a “walk through” inspection of the building.

ARTICLE VII  
RATES OF PAY

SECTION 1. RATES OF PAY.

SUBD. 1. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, **2009**, to June 30, **2011**.

SUBD. 2. A salary increase is not automatic and is effective only upon affirmative approval of the school board or designated administrative officer.

SUBD. 3. Employees who hold the position of a temporary or seasonal nature shall be paid at a rate set by the District. No fringe benefits shall be paid under this subdivision.

ARTICLE VIII  
INSURANCE

SECTION 1. HEALTH INSURANCE. For employees in each category of this Agreement who have been employed continuously for a three month period and have regularly worked four hours or more each duty day, the district will pay directly to the insurance carrier for which it has contracted for group hospitalization, medical and major medical coverage an amount subject to the proration schedule under Section 2.

SECTION 2. HEALTH INSURANCE BENEFIT PRORATION. Employees in each category of this agreement shall have all insurance premium contributions allowed by the district, prorated in accordance with the total number of hours they work on a regular daily basis during the course of the employment year. The same prorata amount of the district’s contribution shall remain in effect during any uniform vacation shut down period when the employee is not required to be on duty. The following proration schedule shall be used.

HOURS OF QUALIFICATION	PERCENT PRORATION OF DISTRICT CONTRIBUTION	<b>2009-2011</b> MONTHLY CONTRIBUTION
Under 4 hours daily	No Contribution	\$ 0.00
4 up to 5.99 hours daily	70	395.00
6 up to 6.99 hours daily	85	480.00
7 to 8.0 hours daily	100	565.00

SUBD. 1. Any changes in the employees’ insurance must be done through written authorization by the employee.

SECTION 3. LIFE INSURANCE. For all full-time employees in the unit who are employed on a basis of 12 months per year and who have been continuously employed for a period of two years, the District will pay directly to the insurance company selected by the District the annual premium for \$40,000 maximum of term life insurance during the period that the employee is under contract with the District. This goes into effect upon written approval of the insurance company.

SECTION 4. DURATION OF INSURANCE CONTRIBUTION. An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District contribution shall cease, effective on the last working day.

SECTION 5. CLAIMS AGAINST THE DISTRICT. The District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

SECTION 6. AVAILABILITY OF COVERAGE. The availability of group insurance coverage in this article is dependent upon sufficient enrollments to insure bids by insurance carriers, and that the District will exercise sole discretion in the selection of insurance carriers.

SECTION 7. RETIREE INSURANCE. An employee who qualifies for and receives retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA) or other appropriate State of Minnesota sponsored retirement fund and participates in the current District sponsored health insurance plan(s) as of the date of retirement and is otherwise eligible to continue coverage under Minn. Stat. §471.61, upon separation, shall be eligible to remain in the existing group health and hospitalization insurance program. Such eligibility shall continue until the end of the fiscal year in which the employee's eligibility for Medicare occurs, or until the employee has employment elsewhere, whichever comes first. To qualify for and to maintain this eligibility, the employee must notify the District in writing and must pay the full premium in advance installments.

SECTION 8. RETIREE LIFE INSURANCE. Employees who qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA) or other appropriate State of Minnesota sponsored retirement fund and participates in the current District sponsored life insurance plan as of the date of retirement may continue in the group life insurance program if they pay their own premium in full at the District Business Office prior to the due date. Failure to make premium payments in a timely fashion will result in termination of the policy. All employees electing to remain in the group term life insurance program under this section will be placed in a separate sub-group for the purpose of rate determination.

## ARTICLE IX LEAVES OF ABSENCE

### SECTION 1. SICK LEAVE.

SUBD. 1. All regular full-time employees shall earn sick leave at the rate of one day for each month of service in the employ of the District. Part-time employees earn sick leave on a pro-rata basis.

SUBD. 2. Unused sick leave may accumulate to a maximum credit of 1,424 hours. An abuse of sick leave on the part of any employee shall be grounds for cancellation of all accumulative sick leave.

SUBD. 3. Sick leave with pay shall be granted whenever an employee's absence is found to have been due to a disease, disorder, or illness of the mind or body of the employee.

SUBD. 4. The District may require an employee to furnish a medical certificate from a qualified physician **or appropriate healthcare provider** as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the District.

SUBD. 5. In the event that a medical certificate will be required, the employee will be so advised.

SUBD. 6. Sick leave shall be deducted from the accrued sick leave days earned by the employee.

SUBD. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form.

SUBD. 8. It shall be the duty of the employee to call his or her immediate supervisor and report sickness prior to the time the employee is scheduled to report for work.

SUBD. 9. Sick leave may be used for serious illness in the immediate family. Immediate family to be defined as: spouse, parent, child, **step-child**, parent-in-law, brother, sister, son-in-law, daughter-in-law, grandparents, grandchild, brother-in-law or sister-in-law. The District may require an employee to furnish a medical certificate or other reasonable evidence of such illness in order to qualify for leave under this subdivision.

SECTION 2. ADOPTION. A full-time employee adopting a child shall be entitled to a leave of absence without pay and for not more than six months.

The leave shall commence thirty days after the employee furnishes the superintendent with a written request for the leave or at such other time as mutually agreed to by the employee and superintendent.

In the event that both adoptive parents are employees of the District the leave provided for herein shall be granted to only one of the parents.

During such leave the employee shall not commence any course of study in furtherance of his or her formal education, nor shall he or she engage in any employment, occupation, or profession.

SECTION 3. WORKERS' COMPENSATION.

SUBD. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's earned accrual of sick leave and/or vacation pay. In such event a deduction shall be made from the employee's

accumulated vacation or sick leave accrual time according to the pro-rata portions of days of sick leave or vacation time which issued to supplement workers' compensation.

SUBD. 2. Such payment shall be paid by the District to the employee only during the period of disability.

SUBD. 3. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

#### SECTION 4. MEDICAL LEAVE.

SUBD. 1. A full-time employee who is unable to perform his/her employment duties because of medical disability, upon written request and subject to approval of the District, may be granted a medical leave of absence without pay not to exceed six months, during the continuance of such medical disability.

SUBD. 2. A request for medical leave of absence under this section shall be accompanied by a doctor's statement in writing outlining the condition of health and the estimated time at which the employee is expected to be able to resume normal employment responsibilities.

SUBD. 3. A leave of absence without pay shall be granted to a full-time employee for the purpose of childbearing and/or childrearing on the conditions in this subdivision.

SUBD. 4. A full-time employee shall be entitled upon request to a leave of absence not to exceed six months duration during the period of pregnancy and six months after the child's birth date when the employee is unable to perform her employment duties for medical causes. Determination of such inability to perform employment duties shall be made by the employee and her attending physician. Said employee shall notify the superintendent in writing of her inability to perform her employment duties thirty days prior to the date on which her leave is to begin. Said employee shall include with such notice a physician's statement certifying inability to perform her employment duties. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her employment duties.

SUBD. 5. The employee shall notify the superintendent of her ability to perform her employment duties thirty calendar days prior to the date she intends to return to active employment from leave. At the end of the thirty day period, said employee shall be assigned the same position which she held at the time the leave commenced or if such position is no longer in existence, to a substantially equivalent one. The reemployment rights shall be afforded to the employee for six months from the date of the initial leave of absence.

SUBD. 6. Notwithstanding any other provision thereof, the total medical leave provided for in this section shall not exceed a period of six months.

SUBD. 7. All or any portion of leave taken under this section by an employee during which he or she has a medical disability may at the employee's option be charged to the employee's available sick leave.

This option shall be exercised by the employee in writing prior to the commencement of the leave. If the employee elects to use available sick leave, he or she must notify the district in writing prior to the termination of the leave of number of days of such leave to be charged to the sick leave provisions of this agreement.

SECTION 5. BEREAVEMENT LEAVE. The superintendent or designee may grant absences to the employees in the group with pay, for up to three (3) full days per bereavement of immediate family as defined below.

Subd. 1. Immediate family shall be defined as spouse, parent, child, **step-child**, parent-in-law, brother, sister, son or daughter-in-law, grandparents, grandchild, brother or sister-in-law.

Subd. 2. The superintendent or designee may grant absences with pay, for one (1) day per bereavement of an aunt, uncle, niece or nephew. Pay for bereavement leave for aunt, uncle, niece or nephew shall be deducted from sick leave.

Subd. 3. If special circumstances arise the superintendent or designee may grant additional days of leave, with pay, but deductible from the sick leave accumulation. Action taken by the superintendent or designee will not be considered precedent setting.

Subd. 4. Employees shall be granted one paid day, per bereavement, to be deducted from sick leave, to participate as a pallbearer (honorary or active) for a funeral. The superintendent has the discretion to extend this subdivision for the funeral of a person who had a close personal relationship to the employee, but who was not a member of the person's immediate family. The Superintendent's discretion is not subject to the grievance procedure and will not be considered as precedent in other cases. This leave shall be pro-rated for employees who work less than full-time.

## ARTICLE X HOLIDAYS AND VACATIONS

### SECTION 1. HOLIDAYS.

SUBD. 1. All full-time employees who are employed on a basis of 12 months per year shall be entitled to the following paid holidays and you will not be required to report for work. If school is in session any of these days, an alternate day will be granted. Part-time employees shall be eligible for holidays on a pro-rata basis.

- |                   |                           |                        |
|-------------------|---------------------------|------------------------|
| 1. Memorial Day   | 4. Thanksgiving Day       | 7. Christmas Eve Day   |
| 2. Fourth of July | 5. Day After Thanksgiving | 8. New Year's Day      |
| 3. Labor Day      | 6. Christmas Day          | 9. Presidents' Day     |
|                   |                           | 10. New Year's Eve Day |

\*The following days will be considered paid holidays if school is not in session and employees will not be required to work.

1. Good Friday\*
2. Martin Luther King Day\*

SUBD. 2. Employees who are required to work all or any part of the above named holidays will be paid their regular salary times 150% (time and a half).

SUBD. 3. When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the Friday before will be observed.

## SECTION 2. VACATIONS.

SUBD. 1. All full-time employees who are employed on a basis of 12 months per year will receive the following vacation with pay. Part-time employees shall be eligible for vacation on a pro-rata basis.

2 weeks (10 working days) after 1 year of continuous service  
3 weeks (15 working days) after 6 years of continuous service  
4 weeks (20 working days) after 12 years of continuous service  
5 weeks (25 working days) after 24 years of continuous service

SUBD. 2. A paid holiday shall be considered a working day.

SUBD. 3. In figuring vacations the year will start as of July 1. For employees not having full years of service as of July 1, vacations will be pro-rated. Since all vacation time is prorated to July 1, of each year an employee must be employed a minimum of 66 months to qualify for the three weeks of vacation. If this requirement is not met by July 1, each year, an employee will not be allowed three weeks vacation until the following July.

SUBD. 4. An employee may use earned vacation time provided it is first approved by their immediate supervisor and then submitted to the appropriate District administrative official for final approval. Accrued vacation time must be taken within 14 months after the work year in which it was earned. Proper planning for the use of accumulated vacation time and any loss of such time through nonuse will be the responsibility of the employee.

## ARTICLE XI SENIORITY

### SECTION 1. SENIORITY.

SUBD. 1. Seniority job classifications are defined as the job levels enumerated in appendices A and B. Each numbered job level shall constitute a job classification.

SUBD. 2. Seniority standing shall be granted to all employees in the unit who work six (6) hours or more per day. The standing is to be determined on the basis of total length of continuous service to the District.

SUBD. 3. An employee shall lose his seniority standing upon voluntary resignation from employment with the District.

SUBD. 4. In the event of a layoff in any category of work, employees shall be laid off according to seniority in the inverse order of hiring.

SUBD. 5. In the event of a layoff, a reduction in force, or the elimination of a position, a senior employee may exert his/her seniority rights over the most junior employee within the job classification.

If there is no junior employee within the job classification, the employee may then bump the most junior employee in the classification within the next lower job level, if one exists.

No employee may bump another if a license is required and the employee bumping does not hold the appropriate licensure.

In that case, the bumping employee moves to the next job classification with the next lower job level and may bump the most junior person in the job classification.

The senior employee's compensation is adjusted according to the classification of work being assumed.

SUBD. 6. Employees shall be rehired according to seniority in the inverse order of layoffs.

SUBD. 7. In cases of transfer from one category of work to another within the Custodian and Maintenance group, employees involved in the transfer shall not lose seniority standing. Employees transferring into the Custodian and Maintenance group from another group shall be placed at the bottom of the seniority list.

SUBD. 8. A seniority list shall be presented to the Association upon request of its officers.

SUBD. 9. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employee shall be given five (5) days time in which to make application to fill said vacancy or new position.

Vacancies: When positions become available within the group, the vacancy shall be posted on the official school or unit bulletin board. Seniority, experience, training and other qualifications will be considered when filling the position. Final authority for filling the vacancy shall be determined by the administrative officials involved. If the initial posting results in an internal transfer, the first resultant position opening will be posted. Any further notifications or postings will be determined by the appropriate administrative official. An employee transferred to fill a vacancy shall be on probation for a period of thirty (30) days to determine if (s)he has the necessary qualifications to perform the duties of the job.

SUBD. 10. A vacancy in a regular position, if in the opinion of the District such position is to be continued, shall be posted and filled within thirty (30) calendar days after the vacancy occurs.

SUBD. 11. All new regular employees shall be on probation for a period of twelve months and upon successful completion of such probationary period seniority will revert to the first day of their employment.

SUBD. 12. A regular employee shall be defined as one who is hired to fill one of the regular full-time positions.

SUBD. 13. Temporary Absence: When an employee is asked, and does assume the duties of another employee due to a temporary absence or termination and if the vacant position is at a higher compensation level, such employee, will be paid at the higher rate as long as the employee continues in the temporary position.

## ARTICLE XII SEVERANCE PAY

SECTION 1. SEVERANCE. An employee who has fifteen (15) or more years of continuous employment with the District and qualifies for retirement benefits under the rules and regulations of the Public Employee Retirement Association (PERA), other appropriate State of Minnesota sponsored retirement fund or Social Security; or has twenty (20) years of service to the District, shall be entitled to severance pay upon separation from the District. Such severance pay shall be equal to the number of full time equivalent eight hour days of accumulated sick leave multiplied by fifty (\$50.00) dollars for each day.

SUBD. 1. PAYMENT. Payments at retirement shall be made on the employee's final regular paycheck.

SUBD. 2. RETIREMENT SEVERANCE PAY. Retirement is defined as receiving or being eligible to receive a public retirement annuity. The severance amount as calculated at the time of separation will be the maximum amount paid by the district.

**SECTION 2. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN (HCSP): Employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes §352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post employment health care savings plan account.**

**All employees eligible for the severance payment outlined in ARTICLE XII, Section 1, will contribute 100% of the severance payment to the Post Employment Health Care Savings Plan.**

**This SECTION shall be effective December 30, 2010.**

## ARTICLE XIII GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION. A "grievance" shall mean 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 Agreement.

SECTION 2. REPRESENTATIVE. The employee, administrator, or District may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

SECTION 3. DEFINITIONS AND INTERPRETATIONS.

SUBD. 1. EXTENSION. Time limits specified in this Agreement may be extended by mutual agreement.

SUBD. 2. DAYS. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

SUBD. 3. COMPUTATION OF TIME. In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

SUBD. 4. FILING AND POSTMARK. The filing or service of any notice or document herein shall be timely if it bears a dated postmark or the United States mail within the time period.

SECTION 4. TIME LIMITATIONS AND WAIVER. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the District's designee.

SECTION 5. ADJUSTMENT OF GRIEVANCE. The District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

SUBD. 1. LEVEL I. If the grievance is not resolved through informal discussions, the District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

SUBD. 2. LEVEL II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

SUBD. 3. LEVEL III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the

board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

SECTION 6. SCHOOL BOARD REVIEW. The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

SECTION 7. DENIAL OR GRIEVANCE. Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

SECTION 8. ARBITRATION PROCEDURES. In the event that the employee and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

SUBD. 1. REQUEST. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days following the decision in Level III of the grievance procedure.

SUBD. 2. PRIOR PROCEDURE REQUIRED. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

SUBD. 3. SELECTION OF ARBITRATOR. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within, ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If the employer and employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

SUBD. 4. SUBMISSION OF GRIEVANCE INFORMATION.

a. Upon appointment of the arbitrator, the appealing party shall within five days after notice of the appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:

- (1) The issues involved
- (2) Statement of facts
- (3) Position of the grievant
- (4) The written documents relating to Section 5, Article XIII of the grievance procedure.

- b. The District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

SUBD. 5. HEARING. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

SUBD. 6. DECISION. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by P.E.L.R.A.

SUBD. 7. EXPENSES. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator.

SUBD. 8. JURISDICTION. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal imitations surrounding the financing of such operations.

ARTICLE XIV  
DISTRICT MATCH – 403(b)

SECTION 1. ELIGIBILITY: **The** District's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee when they have successfully completed one year of employment in the District.

SECTION 2. AMOUNT: For each dollar (\$1.00) that an employee contributes via payroll deduction to a qualified 403(b) tax deferred annuity, the District shall contribute one dollar (\$1.00) to the same annuity, up to a maximum annual contribution of three hundred (\$300.00) dollars.

Under no circumstances will the lifetime contribution for any one employee exceed \$20,000. Part time employees will have the maximum annual contribution prorated.

The amounts contributed by the district as the employer match will reduce benefits payable under ARTICLE XII, Section 1 - SEVERANCE in an amount equal to cumulative employer contributions under ARTICLE XIV, Section 2.

#### ARTICLE XV DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS. This agreement shall remain in full force and effect for a period commencing on July 1, **2009**, through June 30, **2011**, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desire to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

SECTION 2. EFFECT. This Agreement constitutes the full and complete agreement between the District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

SECTION 3. FINALITY. Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

SECTION 4. SEVERABILITY. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

**APPENDIX A  
BASE SALARY SCHEDULE  
REFLECTS HOURLY PAY RATES  
2009-2010**

<u>Job Level</u>	<u>Job Classification</u>	<u>Starting</u>	<u>After Six Month</u>	<u>After One Year</u>
1	Laundry	\$11.87	\$12.14	\$12.98 \$13.13 \$13.32
2	Custodian	\$13.39	\$13.64	\$13.89
3	Receiving Clerk	\$13.78	\$14.01	\$14.47
4	Custodian Engineer Lead Custodian Arena Custodian	\$13.86	\$14.22	\$14.82 \$14.98 \$15.15
6	Groundsperson	\$15.39	\$15.75	\$16.39 \$16.56 \$16.73
9	Engineer-Asst. II	\$18.44	\$18.64	\$19.03 \$19.19 \$19.35
10	Engineer-Asst. I	\$19.35	\$19.54	\$19.90 \$20.07 \$20.23

\*Reflects an increase of \$0.20 per hour.

**APPENDIX B  
 BASE SALARY SCHEDULE  
 REFLECTS HOURLY PAY RATES  
 2010-2011**

<u>Job Level</u>	<u>Job Classification</u>	<u>Starting</u>	<u>After Six Month</u>	<u>After One Year</u>
1	Laundry	\$12.02	\$12.29	\$13.13 \$13.28 \$13.47
2	Custodian	\$13.54	\$13.79	\$14.04
3	Receiving Clerk	\$13.93	\$14.16	\$14.62
4	Custodian Engineer Lead Custodian Arena Custodian	\$14.01	\$14.37	\$14.97 \$15.13 \$15.30
6	Groundsperson	\$15.54	\$15.90	\$16.54 \$16.71 \$16.88
9	Engineer-Asst. II	\$18.59	\$18.79	\$19.18 \$19.34 \$19.50
10	Engineer-Asst. I	\$19.50	\$19.69	\$20.05 \$20.22 \$20.38

\*Reflects an increase of \$0.15 per hour.

Salary for the **2009-2010 and 2010-2011** fiscal years

1. Salary will be paid to each member in the unit according to the previous schedule.
2. A Chief C license is required for the Engineer I and II classification.
3. Salary schedule advancement for job levels which have steps will occur on the employee's anniversary date.
4. All employees whose position requires a boilers license or a swimming pool license will be paid **\$1,300** above the salary schedule each year of the contract. This amount will be added to the contract salary and paid equally over the twenty-four pay periods. The **\$1,300** is prorated for the months the license is held. Any employee required to maintain both licensures will be paid the stipend for both.
5. A shift differential of ninety (90) cents per hour will be paid to all members of the unit who work second shifts. A shift differential of one dollar and ninety cents (1.90) per hour will be paid to all members of the unit who work third shifts. This amount will be paid for 178 days worked during the year, as designated by the Custodial Manager, including sick leave and vacation leave days and will be added to the total contract and paid equally over twenty-four pay periods. All days worked at second or third shifts in excess of the 178 days will be paid by time sheet. Shift differential will not become part of the hourly salary schedule. A second shift is defined as a regular work shift that commences at or after 3:00 p.m. or ends at or after 10:00 p.m. A third shift is defined as a regular work shift that commences at or after 10:00 p.m. or ends at or after 5:00 a.m.
6. The lead custodians at the Middle School and the High School will be paid **\$1,200** for each year of the contract for lead custodian responsibilities. This amount will be added to the contract salary and paid equally over the twenty-four pay periods.
7. Longevity:  
Employees who have been continuously employed for the number of years specified and have been at their classification for one year, shall receive an additional hourly amount as indicated, over their base salary:

<u>Years of Service</u>	<u>2009-2011</u>
5 years continuous employment -	80¢ per hour
10 years continuous employment -	90¢ per hour
15 years continuous employment -	\$1.00 per hour
20 years continuous employment -	\$1.10 per hour
25 years continuous employment -	\$1.20 per hour
30 years continuous employment-	\$1.30 per hour

8. Wages and Benefits of Temporary Employees, Casual Employees and Substitute Employees Classified as Long Term: Employees whose service does not exceed 67 days in a calendar year are not considered public employees pursuant to the PELRA and as such are not covered under this agreement. These individuals will be paid a rate determined by the School District. Employees of the Building and Grounds department whose service exceeds 67 days in a calendar year, but does not exceed 160 days or 1,280 hours in a calendar year will be paid least eighty percent (80%) and no more than 100%

of the hourly salary (one year of service) of the classification in which they are working. The provisions of this Agreement with regard to insurance, leaves of absence, discipline, holidays, vacations, hours of work, seniority (including layoffs and vacancies), probationary period and severance pay do not apply to these employees.

9. Snow Removal Stipend: Any Groundsperson required to report to work more than two (2) hours before the start of their normal shift to remove snow, will upon submission of a signed timesheet, receive \$25.00 for each such occurrence

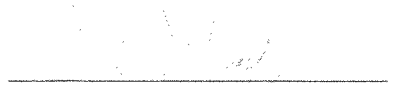
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

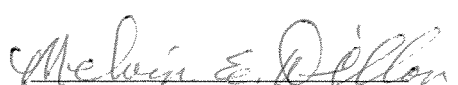
For the MSEA Custodian & Maintenance  
Employees

For Independent School District #31


Bemidji, Minnesota


School District #31  
3300 Gillett Drive NW  
Bemidji, MN 56601

  
\_\_\_\_\_  
Field Representative

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Chief Negotiator

Dated this 17<sup>th</sup> day of Sept. 2010

Dated this 20<sup>th</sup> day of Sept., 2010