

MASTER AGREEMENT

between

the

**Service Employees International Union
Local No. 284
Custodians & Groundskeeper**

and

**Independent School District No. 314
Braham, MN 55006**

Effective July 1, 2017 through June 30, 2020

Table of Contents

Article		Page
I	Purpose	3
II	Recognition of Exclusive Representative.	3
III	Definitions	3 - 4
IV	School District Rights.	4
V	Employee Rights	4 - 6
VI	Discipline, Discharge and Probationary Period	6 - 7
VII	Holidays	7 - 8
VIII	Leaves of Absence	8 - 9
IX	403(b) Matching Contribution Plan	9 - 10
X	Vacation	10 - 11
XI	Fringe Benefits	11
XII	Seniority Rights	12
XIII	Vacancies	12
XIV	Jury Duty	12
XV	Resignation/Layoff	12 - 13
XVI	Retirement	13
XVII	Severance Pay	13
XVIII	Grievance Procedure.	13 - 16
XIX	Hours of Service	16 - 17
XX	Wages	17 - 18
XXI	Duration	19

AGREEMENT CUSTODIANS AND GROUNDSKEEPER

ARTICLE I PURPOSE

SECTION 1. PARTIES: THIS AGREEMENT is entered into between Independent School District No. 314, Braham, Minnesota, hereinafter referred to as the School District, and the Service Employees International Union, Local #284, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for the Custodian/Groundskeeper Bargaining Unit during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes Service Employees International Union, Local #284, as the exclusive representative for the Custodian/Groundskeeper Bargaining Unit employed by the School 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 School 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 Commissioner of the Mediation Services, if any.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term “terms and conditions of employment,” means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees, and the employer’s personnel policies affecting the working conditions of the employees. The terms are subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term “Custodian/Groundskeeper Bargaining Unit,” shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee’s bargaining unit, 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.

Section 3. School District: For purposes of administering this Agreement, the term, “School District,” shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A

Section 5. Full Time Employee: An employee working 40 hours per week, 52 weeks per year. Any employee working less than full time will have all benefits prorated.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of 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 the Agreement are reserved to the School District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in the Agreement shall be construed to limit, impair or affect the right of any employee or 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 designed 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: Pursuant to P.E.L.R.A., 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.

Section 3. Request for Dues Check Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction. The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee.

Section 4. Fair Share Fee: In accordance with P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the School District and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner of Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 5. Union Business:

Subd. 1. The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting union business up to five (5) days per calendar year, however, these days shall not be used for negotiations, mediation or contract arbitration of any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate for the substitute, if any, required to perform the duties of the employee conducting union

business. Each subsequent day used for union business each year should be billed to the union at the full daily pay rate of the absent employee for each day of absence. These days are to be requested and authorized by the union.

Subd. 2. The School District shall not deduct the pay of Union members for negotiation, mediation or arbitration of any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate of pay for each individual. These days are to be requested and authorized by the union.

Subd. 3. The Union will notify the District at least three calendar days in advance.

ARTICLE VI DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: Under the provisions of this Agreement, an employee shall serve a probationary period of nine (9) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employe; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on an other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of four and one-half (4.5) calendar months in any such new classification. During this four and one-half (4.5) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. The employee shall have the same right to return to his/her former classification within the probationary period.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by lottery in the presence of the affected employees, Union steward/s and District designee.

Section 5.

Subd. 1. A non-probationary employee shall be disciplined or discharged only for just cause. The employee is entitled, if he/she so desires, to have a representative of the Association present in the event that he/she is being reprimanded, warned or disciplined for any infraction or rules and delinquency in professional performance. If the employee requests representation, no action shall be taken with respect to the matter until a representative of the

Association is present, provided that such representative shall be made available by the Association within 24 hours of the time the School District proposes to meet with the employee to discuss the disciplinary action.

Subd. 2. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of forward looking discipline:

1. Did the District give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the District's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District's business and (b) the performance that the District might properly expect of the employee?
3. Did the District, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the District's investigation conducted fairly and objectively?
5. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the District applied its rules, orders, and penalties even-handedly and without discrimination to all employees?
7. Was the degree of discipline in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his/her service with the District?

Subd. 3. Progressive discipline shall normally be administered in the manner listed below.

- a. oral reprimand
- b. written reprimand
- c. suspension with pay
- d. suspension without pay for up to ten duty days
- e. Discharge

Subd. 4. Cause for immediate discharge or suspension will be:

- f. Immoral conduct, insubordination, or conviction of a felony;
- g. Gross inefficiency which the employee has failed to correct after reasonable written notice;
- h. Willful neglect of duty; or
- i. Continuing physical or mental disability subsequent to a twelve months leave of absence and inability to qualify for reinstatement in accordance with M.S.122A.40, Subd. 12.

ARTICLE VII HOLIDAYS

Section 1. Paid Holidays: Twelve (12) paid holidays will be observed annually to coincide with the school calendar. Any legal holiday which falls within an employee's vacation period shall not count as a vacation day, providing it is a day normally worked. Time and one-half (1 1/2) shall be paid for all work on the legal holidays listed below:

Christmas Eve Day
Christmas Day
New Year's Day
Thanksgiving Day
Good Friday (if a school holiday)

Memorial Day
July 4th
Labor Day
Day after Thanksgiving

Subd. 1. Employees with less than 12 months of employment in any given contract year shall be deemed to have earned one paid holiday for each full month of employment.

Section 2. Non-Working Day: In the event these holidays fall on a non-working day, the employees will be allowed a working day as a holiday at the designation of the School District. The 10th, 11th and 12th holidays will be selected through mutual agreement of the employee and superintendent.

Section 3. Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before or after the holiday unless on an excused leave or on vacation under these provisions.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Sick leave allowance will be cumulative at the rate of one day per month of work. In addition to personal illness or injury of the employee. As per MN Statute 181.9413, sick leave may be used in case of illness or injury in the immediate family. Immediate family includes ~~only~~: adult child, wife, husband, spouse, children, sisters, brothers, parents, father-in-law, mother-in-law, grandparent or stepparent. Sick leave will be cumulative to the maximum number of 135 days. A minimum of 160 hours in any twelve month period shall be allowed to be used for care of relatives listed above as long as the employee has the hours available.

Subd. 2. In each absence covered by sick leave when the absence exceeds two (2) days in succession or in a habitual pattern the employee shall provide to the School District a statement in writing of illness from a medical doctor upon request.

Subd. 3. Sick leave Buy-back: Employees who have accumulated a minimum of 106 sick days may sell the school district the remaining (above 106) unused sick leave days earned in the prior 12-month period as of June 30. Request must be made in writing and presented to the superintendent by June 15. The district will purchase up to six unused sick leave days per employee per year at the earned rate for that employee. There is a maximum buy-back allowance for all same contract group participants of \$3,000.00 for any calendar year. If total requests are in excess of \$3,000.00, amounts shall be prorated.

Section 2. Leave of Absence: To comply with the requirements of PERA, for any employee covered by this Agreement whose accumulated sick leave is entirely used and who is not eligible to return to his/her normal duties because of illness, the School Board will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action.

Section 3. Medical Leave:

Subd. 1. An employee, who has completed the initial probationary period is unable to perform duties because of illness or injury, and has exhausted all sick leave credit available or has become eligible for long term disability compensation may, upon written request, be granted a medical leave of absence, without pay, up to twelve (12) months. This leave may be renewed at the discretion of the School Board.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 4. Personal Leave: Three (3) days of personal leave will be allowed to be deducted from sick leave, if arranged for three days in advance, except in cases of emergency. Personal leave is not cumulative. Personal leave requests shall be approved within two working days of request unless extraordinary circumstances apply.

Section 5. Bereavement Leave: Each employee will be allowed up to five (5) days for the death of a spouse, child, mother, father, stepchild, mother-in-law, father-in-law, sister, brother, and in-laws of the same degree, and up to two (2) days for the death of an aunt, uncle, grandparent, grandchild. Days used for bereavement leave will be granted upon written request of the employee. Days used for bereavement will be deducted from sick leave.

**ARTICLE IX
403(b) MATCHING CONTRIBUTION PLAN**

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has completed at least one year of working experience in the School District and who is employed an average of at least 28 hours per week and at least 170 days per school year pursuant to the provisions of this article.

Section 2. Amount of School District Contribution:

Subd. 1. Full-time Employees: Full-time, eligible employees, after completion of their first full year of working experience in the School District, shall be eligible for an annual School District matching contribution as follows:

<u>Years of Service</u>	<u>Maximum Matching Contribution</u>
2-5	\$200
6-10	\$350
11-15	\$650
16-20	\$900
21-24	\$1,250
25+	\$1,500

Subd. 2. Part-time Employees: Eligible part-time employees shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Section 3. Notice of Participation: To be eligible for the provisions of this article, an employee must notify the School District, in writing, by the Friday preceding Labor Day of his/her intention to participate

in this matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the district office, in writing, otherwise.

Section 4. Payment: The employee's contribution shall be made by payroll deduction.

Section 5. Unpaid Leave: An employee on unpaid leave may not participate in the provisions of this article.

Section 6. Lifetime Limitation: The maximum lifetime School District contribution to any employee pursuant to this article shall be \$7,500 and, upon reaching this maximum, the employee shall no longer be eligible for School District contributions.

Section 7. Deduction for Severance Pay: In the event an employee is eligible for a severance or retirement payment pursuant to any other article of this Agreement, any School District contribution made pursuant to this article shall be deducted from such severance/retirement payment at the time of the employee's retirement. Employees hired July 1, 2014 or after, are not eligible for severance pay.

Section 8. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by law.

ARTICLE X VACATION

Section 1. Eligibility: This article shall apply to employees who are regularly employed on a twelve (12) month basis.

Section 2. Earned Vacation: Employees under these provisions shall accrue vacation and be granted a vacation period during the summer months on the following basis:

After one (1) year of consecutive employment - two (2) weeks.

After four (4) year of consecutive employment - two (2) weeks one (1) day.

After five (5) year of consecutive employment - two (2) weeks two (2) days.

After six (6) year of consecutive employment - two (2) weeks three (3) days.

After seven (7) year of consecutive employment - two (2) weeks (4) days.

After eight (8) years of consecutive employment - three (3) weeks

During the ninth (9th) year and thereafter, each employee shall receive one (1)

additional day of vacation for each year of service to a maximum of four (4) weeks.

Vacation is not cumulative. Employees with two (2) weeks of vacation or more may split one week, one day at a time during the summer months.

Section 3. Application:

Subd. 1. Eligibility for vacation will be after one continuous year of service based on date of hire.

Subd. 2. If the employee resigns before completing a full year of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the pro rata for unused vacation time provided such employee provides the school district with at least two (2) weeks advance notice of the resignation time.

Subd. 3. Employees shall be entitled to take vacation during the school year, with a minimum of two (2) weeks' written notice. It is understood that a maximum of one employee per building may be out on vacation at one time when school is in session. The scheduling of all vacation time shall be determined by the School District.

ARTICLE XI FRINGE BENEFITS

Section 1. Each full-time employee (40 hours per week) will be allocated \$7,600 for 2017-2018 and \$7,800 for 2018-2020 for use in purchasing approved fringe benefits such as dental, vision, health and hospitalization, and any other extended insurance benefit plans offered by ISD No. 314. Eligible employees shall be charged as having purchased individual insurance coverage under the District's life and long term disability plans whether or not the employee authorizes the purchase. Part-time employees who are eligible according to the district's insurance provider shall receive a prorated annual amount. Said allocation will commence on Oct. 1 of each year.

Section 2. Employees must choose their fringe benefits package by the Friday preceding Labor Day provided the school district has shared all necessary materials regarding fringe benefits by Aug. 10. Employees hired after August 10 will receive all necessary materials regarding fringe immediately upon being hired and will have 10 days to make a choice.

Section 3. Any monthly premium charges greater than the amount allocated to the employee's account pursuant to Section 1, above, shall be borne by the employee and paid by a payroll deduction.

Section 4. Leftover money at the end of the year from the fringe account can be deposited into the employee's HRA/HSA account on a quarterly basis or one annual payment to an approved 403B plan (403B plan requires employee match).

Section 5. The allocation to employees for the purposes of purchasing insurance fringe benefits under Section 1 above shall cease on the first day of the month following termination of employment.

Section 6. Reductions in benefits shall be governed by appropriate statutes.

Section 7. Insurance Committee: The employees shall be allowed one representative of their choice on the insurance committee.

Section 8. Life Insurance - The School District group term life insurance policy covering eligible employees is for the amount of \$30,000.

Section 9. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE XII
SENIORITY RIGHTS**

The School District recognizes that the purpose of seniority is to provide a declared procedure as to the order of layoffs and recall of employees (if the employee is qualified). Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled (if the employee is qualified). If a former employee elects not to return to work when recalled, he/she shall lose his/her seniority. An employee who is properly discharged or resigns shall forfeit his/her seniority and in the event of re-employment, his/her seniority shall begin as of the date of his/her reemployment. An employee on layoff shall retain his/her seniority and right to recall, within classification, in seniority order for a period of twelve (12) months after the date of layoff.

**ARTICLE XIII
VACANCIES**

New positions or vacancies of more than thirty (30) days duration will be posted for ten (10) working days with notice sent via school email to current employees and the senior qualified applicant will be assigned thereto within five (5) days after closing of posting. Interested applicants will apply using the district approved electronic submission system. The final decision for employment advancement, transfer or promotion, however, will be made by the School District.

**ARTICLE XIV
JURY DUTY**

Employees shall be granted the additional amount to make up full pay if required to serve on jury duty.

**ARTICLE XV
RESIGNATION/LAYOFF**

Section 1. Two (2) weeks' written notice shall be required of an employee if he/she wishes to resign.

Section 2. Two (2) weeks' written notice shall be given an employee if he/she is to be laid off, reduced, or experiences a change of assignment. Employees with the least seniority will be laid off first. If a senior employee's position is eliminated or is reduced, the employee may displace the least senior employee in their classification, if qualified, or a lower classification, if qualified. Seniority shall be determined by total years of employment in the unit. Classification, for the purposes of layoff and recall, shall include months and hours of service.

The displaced employee may displace the least senior employee in the same classification, if qualified, or the least senior employee in the next lower classification, if qualified. This procedure shall continue until the least senior employee is laid off. A displaced employee shall be placed on the pay step nearest their present rate in the lower classification. In no case shall a displaced employee displace another employee with more seniority.

For the purpose of recall, an opening occurring within twelve (12) months shall be offered to the employee with the most seniority, provided the employee possesses the relevant qualification. The

position must be at or lower than the employee's previous classification. Employees will be considered to be on recall status until such time as the employee is "made whole" (returned to previous classification) or after being on recall status for twelve (12) months, whichever comes first.

ARTICLE XVI RETIREMENT

Employee retirement will be treated consistently with State and Federal Statutes.

ARTICLE XVII SEVERANCE PAY

After eight (8) years of employment, an employee shall receive \$4,500 severance pay upon resignation. After ten (10) years of employment, an employee shall receive \$6,000 severance pay upon resignation. The amount shall be payable in the month of January following resignation. Employees terminated for just cause shall not receive severance pay.

This article shall apply only to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week and submit a letter of resignation a minimum of one (1) month prior to the separation date.

Subd. 1 Those hired July 1, 2014, or after are not eligible for severance.

ARTICLE XVIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

Subd. 1. Employee: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Group of Employees: A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group.

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's 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 weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures 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 is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance, signed by the grievant, is submitted in writing to the School District's Superintendent, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first 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 School District's Superintendent.

Section 5. Adjustment of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District Custodial Supervisor 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 of schools, 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 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 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 notifies the parties of the 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 of 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. Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 9. Arbitration Procedures: In the event that the employee and the School Board 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 grievant, 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: Both parties will follow the rule of CBMS and PELRA.

Subd. 4. 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 de novo.

Subd. 5. 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 the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. 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 or recording of the hearing shall be made at the request of the party. The parties shall share

equally fees and expenses of the arbitrator, the cost of the transcript or recording, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator. This section shall not interfere with the Veteran's Preference Act.

ARTICLE XIX HOURS OF SERVICE

Section 1. Workweek: The workweek will be forty (40) hours. Employees who work the night shift, begin at 2:00 p.m. or later. Night shift shall be 8 hours, including a 30 minute lunch period. Day shift shall be 8 hours, exclusive a duty free 30 minute lunch. All work over forty (40) hours in a week shall be paid at the overtime rate of time and one-half (1 1/2) on the basis of yearly hourly wage. A work week shall begin on Monday. Employees shall be allowed a minimum of two (2) hours on callback at time and one-half (1 1/2).

Subd.1 Workweek: ***Effective July 1, 2018,*** the workweek will be forty (40) hours. Employees who work the night shift, begin at 2:00 p.m. or later. All shifts shall be 8 hours, exclusive of a duty free 30 minute lunch. All work over forty (40) hours in a week shall be paid at the overtime rate of time and one-half (1 1/2) on the basis of yearly hourly wage. A work week shall begin on Monday. Employees shall be allowed a minimum of two (2) hours on callback at time and one-half (1 1/2).

Section 2. School Closing: In the event that school is closed for any reason and the employees are not required to perform services, the employees' compensation shall be reduced accordingly.

Section 3. School Closing/Time Lost: In the event that school is called off due to inclement weather or other unforeseen events which would cause an employee to lose time from his/her normal shift, he/she will have the opportunity to make up the time. He/she will only be paid for actual time worked.

Make up hours should be scheduled through the appropriate supervisor and made up within two weeks of the absence.

**ARTICLE XX
WAGES**

Section 1. Wages:

Cleaner/Sweeper	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Step 1	\$11.81	\$12.05	\$12.17
Step 2	\$12.50	\$12.75	\$12.88
Step 3	\$13.14	\$13.40	\$13.53
Step 4	\$13.86	\$14.14	\$14.28
Step 5	\$14.54	\$14.83	\$14.98
Custodian			
Step 1	\$12.60	\$12.85	\$12.98
Step 2	\$13.89	\$14.17	\$14.31
Step 3	\$15.19	\$15.49	\$15.64
Step 4	\$16.46	\$16.79	\$16.96
Step 5	\$17.76	\$18.12	\$18.30

Subd 1. Step Increases for New Employees: Annual step increases for new employees hired after July 1 and before December 31 shall be granted on July 1 of the next contract year. For new employees hired between January 1 and June 30th, the step increase will be on July 1st of the following calendar year.

Subd 2. Flexible Evening Shift: There shall be a flexible shift that would start no earlier than 3:00 PM and no later than 7:00 PM. Those employees working a flexible evening shift shall receive \$0.20 above the base hourly rate of pay. For the duration of this Agreement this position shall be on a trial basis. In the next negotiation session, the issue shall be addressed as whether or not to continue this position. In no way does this guarantee that said position will be permanent.

Subd. 2. Flexible Evening Shift, will be eliminated in its entirety effective July 1, 2018.

Section 2. Boiler License Fees: The School District shall pay boiler license fees.

Section 3. Specialist Over Base Pay:

	2017-2020
Groundskeeper	\$1.08
Chief's License	\$.60/hr
1st Class License	\$.40/hr
2nd Class License	\$.20/hr
Night shift differential effective July 1, 2018	\$.20/hr

Section 4. Uniforms: Each employee shall purchase three (3) sets of uniforms per year. The School District shall pay for two (2) sets, and the employee shall pay for one (1) set. Uniforms shall be available prior to August 15th of each school year. A committee will be formed by August 15 of each year to determine style of employees uniforms. Each year, each employee may forego the annual uniform entitlement and, instead, be reimbursed for shoes (receipt to be provided to the school district) up to the value of the annual uniform entitlement of \$200.

Section 4. Uniforms: Effective July 1, 2018, each employee shall purchase four (4) sets of uniforms per year defined as blue jean pants -- or other suitable material -- and a shirt with school insignia. The School District shall pay for three (3) sets, and the employee shall pay for one (1) set. Uniforms shall be available prior to August 15th of each school year. If requested, a committee will be formed by August 15 of each year to determine style of employees uniforms. Each year, each employee may forego the annual uniform entitlement and, instead, be reimbursed for shoes (receipt to be provided to the school district) up to the value of the annual uniform entitlement of \$300.

Section 5. Saturday, Sunday and Holiday Checks:

Subd. 1. Saturday and Sunday checks are to consist of checking boilers and all mechanical equipment. The security of doors, windows and lights shall be checked by the employees during the check.

Subd. 2. Two (2) hours of pay, at the overtime rate for Saturday and double time for Sundays and holidays, shall be paid for each building check. The check will include the two (2) buildings now used and shall be rotated among the custodial staff who retain a 2nd class or higher boiler license. Any deviation from normal conditions will be reported to the Superintendent or principal.

Section 6. Longevity Pay: Employees shall receive longevity pay based upon the following scale:

	<u>2017-2018</u>	<u>Effective July 1, 2018</u>
6-9 years:	\$0.15/hour	\$0.20/hour
10-15 years:	\$0.35/hour	\$0.40/hour
16+ years:	\$0.50/hour	\$0.55/hour

Section 7. Effective July 1, 2017, the buildings and groundskeeper position shall receive a \$50.00 per month stipend for cell phone use related to work.

**ARTICLE XXI
DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2020 and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 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 School District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be opened for negotiation during the term of this Agreement, except by mutual consent of the parties.

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

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

Service Employees International Union
450 Southview Blvd.
So. St. Paul, MN 55075

IND. SCHOOL DISTRICT No. 314
531 Elmhurst Ave S
Braham, MN 55006

Business Representative

Chairperson/Board

Steward

Clerk/Board

Dated this ____ day of _____, 20____.

Dated this ____ day of _____, 20____.