

**Local Union 1686,  
Council 65, AFSCME,  
AFL-CIO  
Agreement  
(Custodians)**

**2017-2019**

**MEMORANDUM OF CONTRACT**

**2017-2019 SCHOOL YEAR**

**BOLD SCHOOLS – I.S.D. #2534  
OLIVIA, MINNESOTA**

**AND**

**LOCAL UNION 1686, COUNCIL 65, AFSCME, AFL-CIO**

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This Memorandum is entered into by and between the Bird Island-Olivia-Lake Lillian Public School, Independent School District No. 2534, hereinafter called the EMPLOYER, and Local Union No. 1686, affiliated with Minnesota Council No. 65 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the UNION.

**ARTICLE I - RECOGNITION**

**Section A.**

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services Case No. 91-PCE-2198, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

All custodial and maintenance employees of Independent School District No. 2534, Bird Island, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

**Section B.**

The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as sole and exclusive representative for said employees.

**ARTICLE II - DEFINITIONS**

**Section A.**

The following terms used in this Agreement shall be defined as follows:

**Terms and Conditions of Employment:** The term "terms and conditions of employment" mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the Employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

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

Employee: A member of the exclusively recognized bargaining unit as defined in Article I of this Agreement.

Permanent Employee: An employee who has completed the required probationary period for newly hired or rehired employees.

Probationary Employee: An employee who has not completed the required probationary period for newly hired or rehired employees.

Part-time Employee: An employee who is employed less than forty hours per week. Such an employee will receive benefits on a pro-rata basis. Eligibility for insurance benefits is subject to the provisions of the insurance carrier and other providers of benefits.

Layoff: Reduction in the employee's scheduled hours of work or complete separation from service with the Employer, necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct, or other behavioral consideration.

Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

### **ARTICLE III - SCHOOL BOARD RIGHTS**

#### Section A.

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, selection, direction, and number of personnel.

#### Section B.

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 C.

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 Board and its duly designated officials to promulgate rules and 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.

Section D.

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 this Agreement are reserved to the School District.

**ARTICLE IV - UNION SECURITY**

In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 118 Central Ave. Nashwauk, MN 55769.

The employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3.

**ARTICLE V - GRIEVANCE PROCEDURE**

Section A.

A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this Agreement.

Section B.

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit, having the duties and responsibilities established by the Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and of their successors when so designated.

Section C.

Definitions and Interpretation:

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 D.

Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) 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 designee.

Section E.

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:

- STEP 1. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
- STEP 2. In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.
- STEP 3. In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Step 2. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) 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.
- STEP 4. Should the parties fail to reach a mediated settlement of the dispute within twenty (20) working days either party may, by written notice to the other party, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the parties. If the Employer and the Union fail to agree upon an arbitrator within ten (10) working days, the moving party shall request a list of five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Union shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. A hearing on the grievance shall be held promptly by the arbitrator and a decision rendered by the arbitrator

within thirty (30) working days from the date of hearing. The decision of the arbitrator shall be binding on the Employer, Union, and the grievant.

STEP 5. All expenses for the cost of the arbitrator shall be shared equally by and assessed equally to the Employer and the Union. Each party shall be responsible for their own expenses for compensation of their representatives, witnesses, and connection with the presentation of its case. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays the associated costs.

#### Section F.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the grievant(s), to the extent established by the PELRA of 1971, as amended.

#### Section G.

Election of Remedies and Waivers: 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 this Agreement or to enforce the award of an arbitrator.

#### Section H.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievance is presumed to have been denied. The time limit in each step may be extended by mutual agreement of the parties.

### **ARTICLE VI - HOURS OF WORK**

#### Section A.

Basic Work Week/Work Year: The regular work week and work year, exclusive of lunch, shall be prescribed through consultation between the District's Superintendent and the head custodian. The School District shall have final authority to assign work schedules.

Part-time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Shifts and Starting Time: All employees will be assigned a starting time and shifts as determined through consultation between the District's Superintendent and the union. The School District shall have final authority to assign shifts and starting time.

Lunch/Rest Break Period: All full-time employees shall be provided a duty free lunch period of at least thirty (30) minutes.

Employees shall be eligible for a fifteen (15) minute rest period scheduled during the middle, if possible, of each one-half (4-hour) work shift.

School Closing: In the event that school is closed for an unusual or unanticipated circumstance and the employees are not required to perform services, the employees' compensation shall be reduced accordingly or accumulated sick leave can be used.

In the event that the School District participates in a MSHSL state-sponsored event, whereby school is closed for the purpose of attending the MSHSL state-sponsored event, employees shall have the option of using accumulated sick leave for the day school is closed.

In the event that school is dismissed early for an unusual or unanticipated circumstance, such as weather or mechanical problems, or there is a late school start, employees who are at work at the time of the dismissal or will be reporting to work for the day after a late start, will be eligible for a minimum of two (2) hours pay for the day. If the employee works more than two (2) hours the employee will be compensated based upon the actual number of hours worked for the day.

#### Section B.

All work performed in excess of forty (40) hours per week shall be considered overtime and shall be compensated at time and one-half (1 ½) the employee's regular rate of pay. No employee will be required to take time off during his/her normal work cycle to avoid payment of overtime.

#### Section C.

All work performed on a paid holiday as designated by this agreement shall be compensated at time and one-half rates (1 ½) in addition to the normal holiday pay.

#### Section D.

Any employee called back to work outside his/her regular work schedule by the District's representative shall be paid at the time and one-half rates of pay with a minimum of one (1) hour.

#### Section E.

For the purpose of computing overtime, hours worked shall not be pyramided, compounded, or paid twice for

the same hours worked. Vacation, sick leave, and other paid leaves shall be considered as time worked for the purpose of computing overtime.

Section F.

During the period of June 15 through August 15, provided that school is not in session, employees, with prior approval of the District, may choose to adjust the work week to four (4), ten (10) hour days. However, in no case shall this modification of the weekly work schedule cause there to be a day in the normal workweek during which no custodial/maintenance employee is on duty for at least eight (8) hours. During the week which contains the 4<sup>th</sup> of July the normal work schedule shall revert to five (5), eight (8) hour days.

Section G.

Custodians who are scheduled to work shall receive a daily school lunch provided by the school cafeteria at no charge to compensate them for the normal interruptions of their duty free lunchtime.

Section H.

Employees who have a boiler's license shall receive a \$0.35 shift differential. Employees who have a pool and spa license shall receive a \$0.35 shift differential.

**ARTICLE VII - HOLIDAYS**

Section A.

Paid Holidays: Regular employees shall be granted the following paid holidays:

New Year's Eve Day	Good Friday	Independence Day (July 4 <sup>th</sup> )	Thanksgiving Day	Christmas Day
New Year's Day	Memorial Day	Labor Day	Christmas Eve Day	

Section B.

Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

Section C.

School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section D.

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



Section E.

Eligibility: Holiday benefits as defined in this Article shall apply only to regular employees as defined in Article II of this Agreement.

Section F.

Regular employees shall be allowed to use one (1) of their two (2) personal days for compensated time off on the Friday after Thanksgiving if an employee so notifies the District. Granting or denying a personal day in conjunction with any other paid holiday shall be at the sole discretion of the District.

**ARTICLE VIII - VACATION**

Section A.

Eligibility: This Article shall apply only to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week.

Section B.

Earned Vacations: Full-time employees under these provisions shall accrue vacation as follows:

1 <sup>st</sup> year	80 hours	11 <sup>th</sup> year	128 hours	16 <sup>th</sup> year	168 hours
2 <sup>nd</sup> & 3 <sup>rd</sup> years	88 hours	12 <sup>th</sup> year	136 hours	17 <sup>th</sup> year	176 hours
4 <sup>th</sup> & 5 <sup>th</sup> years	96 hours	13 <sup>th</sup> year	144 hours	18 <sup>th</sup> year	184 hours
6 <sup>th</sup> & 7 <sup>th</sup> years	104 hours	14 <sup>th</sup> year	152 hours	19 <sup>th</sup> year	192 hours
8 <sup>th</sup> & 9 <sup>th</sup> years	112 hours	15 <sup>th</sup> year	160 hours	20 <sup>th</sup> year	200 hours
10 <sup>th</sup> year	120 hours				

Accumulation of Vacation: Unused vacation hours will be accumulated to 120 hours. Employees shall have 90 days to use down any vacation hours beyond the maximum accrual. Any unused vacation days existing beyond 90 days will be paid out at the employee's regular rate of pay. Employees hired prior to 1987 shall maintain the original 600 maximum accrual.

Section C.

Application:

Subd. 1. Vacation leave must be taken at least one (1) hour at a time and shall be granted for such periods as are requested by the employee, provided that no employee may utilize more than twenty (20) days or four (4) calendar weeks during any summer vacation period without the express written consent of the supervisor and Superintendent. Under no circumstances will an employee be required to deplete his/her accrued vacation prior to taking parental leave or any other approved leave of absence. Application for vacation leave must be made 3 days of planned vacation.

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 prorated pay 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. All vacation time must have prior approval by the Superintendent.

#### Section D.

All paid holidays and paid leave shall be considered as time worked for the purpose of accruing vacation time.

#### Section E.

Absence due to illness, injury, or disability in excess of accrued sick leave shall, at the request of the employee, be charged against vacation leave accrual.

#### Section F.

If an employee contracts any illness or disability during his/her vacation which requires the attention of a physician, after two (2) days of illness or disability the remaining period of illness or disability shall be charged as sick leave, and the charge against vacation leave reduced accordingly. The illness or disability must be verified by a signed certificate from the attending physician.

### **ARTICLE IX - SICK LEAVE**

#### Section A.

All employees shall earn sick leave at the rate of ten (10) hours per month, accumulative to 960 hours.

#### Section B.

Subd. 1. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability which prevented attendance and performance of duties on that day or days.

Subd. 2. The provisions of the Federal Family and Medical Leave Act shall govern the granting of family sick leave.

Subd. 3. Use: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413, an employee may use his/her accumulated sick leave and the school board limits us as permissible.

#### Section C.

Employees shall notify their immediate supervisor as far in advance as practical of their request for sick leave. The Employer may require a report from a duly licensed practitioner of the healing arts attesting to the necessity of the leave.

Section D.

Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section E.

Sick leave will be approved for the amount of time actually used. Using or claiming sick leave for a purpose not included in Section B. may be cause for disciplinary action.

Section F.

Regular employees retiring after January 1, 2001, who are at least fifty-five (55) years of age, shall receive as severance pay accrued unused sick leave at the time of retirement on the following formula:

1. If completed at least ten (10) years of full-time service with the Employer, they shall receive 20% of the accumulated sick leave at their regular rate of pay.
2. If completed at least twenty (20) years of full-time service with the Employer, they shall receive 35% of their accumulated sick leave at their regular rate of pay.

Section G.

Sick Leave Emergency Bank.

- A sick leave emergency bank ("Bank") will be established and is intended to be used by any custodian who is physically incapable of performing his or her duties due to accident or serious illness and meets the eligibility requirements below. Spouses and children who are seriously ill or injured will also make the custodian eligible for the Bank.
- Beginning with the 2000-2001 school year, each employee shall contribute at the beginning of each school year four (4) hours of sick leave to the Bank. The hours will be deducted from sick leave credited at the beginning of each school year.
- To be eligible to withdraw sick leave from the Bank an employee must meet the following requirements: (a) the employee, had he or she not used all of his/her current and accumulated sick leave, would have been able to take additional sick leave pursuant to Section A above, (b) the employee must have no other avenues of disability payments (ex., Workers' Comp.), (c) the employee continues to be unable to perform duties due to disability resulting from accident or illness or must be absent to care for a spouse or child who is seriously ill as a result of accident or illness and no other reasonable means of caring for such spouse or child are available. At this time, the maximum number of emergency/sick leave bank hours any one employee may use shall not exceed the number of sick leave hours available to that employee when the emergency began.

- All requests for withdrawals from the Bank shall be presented to a Bank Administration Board. The “Board” shall be made up of the president of the Custodian Union, Chairperson of the School Board, and the Superintendent.
- An employee(s) who meets the eligibility requirements to withdraw from the Bank may, subject to approval of the Board, use as many hours as necessary or until the Bank is depleted.
- If the Bank has been completely depleted by withdrawals it will remain empty until the beginning of the next school year. Hours left in the Bank at the end of a school year will not be carried over to the following year.
- This section shall not be subject to the grievance procedure.
- The hours in this bank shall not be used for severance pay, as described in Article IX Section F.

## **ARTICLE X - LEAVES OF ABSENCE**

### Section A. - General Conditions:

Subd. 1. Employees shall be eligible for leave of absence after six (6) months service with the Employer.

Subd. 2. Any request for a leave of absence shall be submitted in writing by the employee to the immediate supervisor and approved by the superintendent. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Subd. 3. Authorization for leave of absence, if granted, shall be furnished in writing to the employee by the supervisor.

Subd. 4. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves, such as funeral leave, shall be answered before the end of the shift during which the request is submitted when reasonably possible.

Subd. 5. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

### Section B. - Paid Leaves:

Subd. 1. Jury Duty - Any employee shall be granted a leave of absence with pay for service on a jury. Such employee shall return fees for such jury service to the Employer. If excused, he/she shall return as immediately as possible to complete the workday. The employee shall be allowed to retain mileage reimbursement.

Subd. 2. Court Duty - Employees required to appear before a court on behalf of the District on any matter related to their work shall be granted a leave of absence with pay.

Subd. 3. Personal Leave - Each employee shall be granted two (2) days of personal leave per year, said day to be deducted from sick leave. Personal leave will be allowed only for situations which cannot be dealt with outside of the employee's normal work shift.

Subd. 4. Bereavement Leave - Up to three days of bereavement leave will be approved by the Superintendent because of death in the immediate family. Immediate family shall include spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, or any person residing in the household of the employee. Days used for bereavement shall be deducted from accumulated sick leave. Additional days may be added at the discretion of the Superintendent.

Section C. - Unpaid Leaves of Absence:

Subd. 1. Leave Without Pay - A leave of absence without compensation may be granted upon good cause shown to the Superintendent with the approval of the School Board. Such leave of absence usually will not exceed six (6) months, but may be extended to a maximum of one (1) year. No benefits of vacation or sick leave or seniority shall accrue during said leave period. Employees on leave without pay shall be allowed to continue their participation in the group insurance coverage by paying the entire cost of premiums for coverage.

Subd. 2. Union Leave - Upon written request of the Union, leave shall be granted to employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer.

Subd. 3. Medical Leave - The employee shall have the option of utilizing either the Minnesota Parenting Leave Statute or the Federal Family and Medical Leave Act. The employee must indicate in writing to the Employer under which provision he/she is requesting medical leave.

**ARTICLE XI - SENIORITY**

Section A.

The parties recognize the principle of seniority in the application of this Agreement, within pay grade then bargaining unit wide, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and right to recall, within pay grade, in seniority order for a period of twelve (12) months after the date of layoff.

Section B.

The Employer shall maintain seniority lists by date of hire and date of assignment to current pay grade as determined by the Board of Education structured in order of highest to the lowest seniority and provide said list to the Union upon request. New employees who begin work on the same date will have seniority determined by the last four digits of their social security number. The highest number being the most senior.

Section C.

In the event of recall following a layoff, employees shall be recalled in the inverse order of layoff. No new

employees shall be hired to work in pay grades in which layoffs have occurred until all employees on layoff status who wish to return to work have been recalled.

Section D.

Employees to be laid off shall be given at least six (6) weeks notice.

**ARTICLE XII - JOB POSTING**

Section A.

The Employer shall post a notice for ten (10) days when a new job or vacancy occurs. Employees desiring to transfer to a new job or to fill a vacancy shall submit written application to the Superintendent. The promoted or transferred employee shall then serve a sixty (60) workday trial period in the new job. The Employer may return the employee to his/her previous position during the trial period if he/she is not able to carry out the duties of the position to which he/she has been promoted or transferred. The employee may also choose to return to his/her former position during the first sixty (60) days in the position to which he/she has been promoted or transferred.

Section B.

From the first day of work in a new position to which an employee has been promoted or transferred, the employee shall be paid the wage rate of the new position. The Employer shall have the discretion to adjust the credit for prior experience upon hiring or the promotion to a higher pay grade.

**ARTICLE XIII - DISCIPLINE AND DISCHARGE**

Section A.

Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) 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 employee; 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 any other provisions of the contract alleged to have been violated.

Section B.

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 C.

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 the School District.

#### Section D.

Discipline Action: Employees shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below:

1. Oral Warning
2. Written Warning
3. Suspension (paid or unpaid)
4. Discharge

In cases of gross misconduct or incompetence, discipline need not be progressive and may for a first offense involve an appropriate suspension or discharge.

#### Section E.

Investigation: The Employer shall not question the employee during an investigation that may lead to disciplinary action unless the employee has been given the opportunity to have a representative of the Union present at such questioning.

#### Section F.

Written Record: A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee. Each employee shall receive a copy of all evaluation and disciplinary entries into their own personnel office record and shall be entitled to provide written response to those entries which shall be placed with the entry in the employee's record.

### **ARTICLE XIV - COMPENSATION**

#### Section A.

Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

#### Section B.

Employees shall be paid on the 15<sup>th</sup> day and 30<sup>th</sup> day of each month or on the nearest normal working day if such date falls on a holiday or weekend.

#### Section C.

Placement on Salary Schedule. A new employee will be placed at the start of the payscale in accordance with Appendix A attached. The District reserves the right to allow placement at a higher level based upon the

employee's prior experience and training, provided that a new employee shall be placed no higher on the salary schedule than any incumbent employee in the same job classification without concurrence from the Union.

Section D.

Sub Pay. Sub custodians to the District shall be paid at the starting custodian rate in accordance with Appendix A attached. The District reserves the right to allow placement at a higher level based upon prior experience.

**ARTICLE XV - GROUP INSURANCE**

Section A.

Part-time Employees: Employees employed less than full-time will receive insurance benefits on a pro-rata basis. Eligibility for such benefits must be subject to the provisions of insurance carriers and other providers of benefits.

Section B.

Health and Hospitalization Insurance:

The District shall contribute a sum not to exceed the following amounts toward the cost of a premium for each full-time employee:

<u>Contract Year</u>	<u>Single Policy</u>	<u>Family Policy</u>
2017-2018	\$ 4,405.00	\$ 5,875
2018-2019	\$ 4,405.00	\$ 5,875

\*In the event the District contribution exceeds the cost of the policy premium, the difference shall be placed into employee's health savings account.

**ARTICLE XVI - RESIGNATION AND RETIREMENT**

Section A.

Employees are expected to give at least ten (10) working days written notice prior to the effective date of resignation and at least twenty (20) working days written notice prior to the effective date of retirement.

**ARTICLE XVII – SEVERANCE**

Section A.

Regular employees retiring after January 1, 2001, who are at least fifty-five (55) years of age, shall receive as severance pay accrued unused sick leave at the time of retirement on the following formula:



1. If completed at least ten (10) years of full-time service with the Employer, they shall receive 20% of the accumulated sick leave at their regular rate of pay.

If completed at least twenty (20) years of full-time service with the Employer, they shall receive 35% of their accumulated sick leave at their regular rate of pay

## **ARTICLE XVIII - DURATION**

### Section A.

Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2019, and thereafter as provided by PELRA. 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 B.

Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. 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 C.

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 unless mutually agreed to by the Board and the Union.

### Section D.

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 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

For Independent School  
District No. 2534:

For Local Union No. 1686, Minnesota  
Council No. 65, American Federation of County  
and Municipal employees, AFL-CIO:

\_\_\_\_\_  
Chairperson – Jill Hanson

\_\_\_\_\_  
President –

\_\_\_\_\_  
Clerk –Traci Buchtel

\_\_\_\_\_  
Secretary –

\_\_\_\_\_  
Negotiator – Jill Hanson

\_\_\_\_\_  
Council 65 Field Representative – Luke Langner

\_\_\_\_\_  
Negotiator – Melissa Sagedahl

APPENDIX A

2017-2018 – Starting Pay: \$13.53 per hour

2017-2018 Hourly Pay Increase: \$.50 cents per hour per employee covered under this contract.

2018-2019 Hourly Pay Increase: \$.60 cents per hour per employee covered under this contract.

Grade 1: Custodian

All settlements to be retroactive to July 1, 2017