

Master Agreement

For the

2013-2015

School Years

Between

Independent School District No. 721

And

Custodian Staff,
SEIU Local 284

New Prague, Minnesota

INDEX

Article I – Purpose	4
Section 1. Parties.....	4
Article II – Recognition of Exclusive Representative.....	4
Section 1. Recognition.....	4
Section 2. Appropriate Unit.....	4
Section 3. Fair Share Fee.....	4
Article III – Definitions.....	5
Section 1. Terms and Conditions of Employment.....	5
Section 2. Description of Appropriate Unit.....	5
Section 3. Other Terms.....	5
Article IV – School District Rights.....	5
Section 1. Inherent Managerial Rights.....	5
Section 2. Management Responsibilities.....	5
Section 3. Effect of Laws, Rules and Regulations.....	6
Section 4. Reservation of Managerial Rights.....	6
Article V – Employee Rights.....	6
Section 1. Right to Views.....	6
Section 2. Right to Join.....	6
Section 3. Request for Dues Check Off	7
Section 4. Seniority Date.....	7
Section 5. Seniority List.....	7
Section 6. Reduction in Force.....	8
Section 7. Steward Time Off for Union Meetings.....	9
Section 8. Notice of Termination.....	9
Section 9. Jury Duty.....	9
Article VI – Rates of Pay.....	9
Section 1. Rates of Pay	9
Section 2. Right to Withhold Salary Increase.....	9
Section 3. Step Advancement.....	10
Section 4. Experience Credit.....	10
Section 5. Deferred Compensation Plan.....	10
Article VII – Group Insurance.....	11
Section 1. Selection of Carrier.....	11
Section 2. Single or Family Coverage.....	11
Section 3. Other Insurance.....	11
Section 4. Duration of Contribution.....	11
Section 5. Retirement Insurance Participation.....	11
Section 6. Long Term Disability Insurance.....	12

Section 7. Dental Insurance	12
Section 8. Life Insurance.....	12
Article VIII – Leaves of Absence.....	12
Section 1. Bereavement	12
Section 2. Sick Leave.....	12
Section 3. Worker’s Compensation.....	13
Section 4. Medical Leave.....	14
Section 5. Credit.....	14
Section 6. Child Care.....	15
Section 7. Attendance Incentive	16
Article IX – Hours of Service.....	16
Section 1. Basic Work Week.....	16
Section 2. Part-time Employees.....	16
Section 3. Shifts and Starting Times.....	16
Section 4. Lunch Period.....	16
Section 5. Split Shifts.....	17
Section 6. Holidays.....	17
Section 7. Vacations.....	17
Article X – Grievance Procedure.....	18
Section 1. Grievance Definition.....	18
Section 2. Representative.....	18
Section 3. Definitions and Interpretations.....	18
Section 4. Time Limitation and Waiver.....	19
Section 5. Adjustment of Grievance.....	19
Section 6. School District Review.....	20
Section 7. Denial of Grievance.....	20
Section 8. Arbitration Procedures.....	20
Article XI – Probation, Discharge, Promotion.....	22
Section 1. Probation.....	22
Section 2. Postings.....	22
Section 3. Head Position.....	22
Section 4. Discipline.....	22
Article XII – Duration.....	23
Section 1. Term and Reopening Negotiations.....	23
Section 2. Effect.....	23
Section 3. Finality.....	24
Section 4. Severability.....	24
Schedule A	26

**2013-2015
AGREEMENT - CUSTODIAL STAFF
INDEPENDENT SCHOOL DISTRICT NO. 721
NEW PRAGUE, MINNESOTA 56071**

**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School District of Independent School District No. 721, New Prague, Minnesota, hereinafter referred to as the School District, and the Local No. 284 of the Service Employees International Union, CTW 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 the P.E.L.R.A. to provide the terms and conditions of employment for custodians during the duration of this agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, the School District recognizes Service Employees International Union, Local No. 284 as the exclusive representative for custodians employed by the School District of Independent School District No. 721, which exclusive representative shall have those rights and duties as prescribed by the 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 the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

Section 3. Fair Share Fee: In accordance with *P.E.L.R.A.*, as amended, 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 eighty-five (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 Director, the school district, and to each employee to be assessed the fair share fee. Any fair share challenge shall not be subject to the grievance procedure.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term custodian 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 fourteen (14) hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School 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 School District 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 and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District 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 and 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. Any provision of this Agreement found to be in violation of any laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent managerial 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 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 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: 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 negotiations, grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

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 school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. The employee may terminate deductions by giving thirty (30) days written notice to the personnel office to stop deductions.

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 service in the bargaining unit governed by this agreement. If more than one employee commences work on the same date, seniority ranking for each employee shall be determined according to the tiebreaker listed below. These tiebreakers shall be applied in the order in which they are listed. They are:

1. The employee with the most advanced boiler license with the earliest original issue date will be considered the more senior person - their license must be on file in the personnel office in order to be considered.
2. If a tie still exists after applying criterion one, the employee serving as a Custodian Coordinator will be considered more senior than the employee not performing the duty; and
3. If a tie still exists after applying criteria one and two in order, then the seniority ranking for said employee shall be determined by the school district based upon administrative evaluation of performance and ability.

Section 5. Seniority List:

Subd. 1. The personnel office shall publish a seniority list for this bargaining unit annually, by November 15. It shall thereupon post such list in an official place in each school building of the district.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof and request for seniority change to the personnel office.

Subd. 3. The personnel office shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the personnel office, which list as revised shall be binding on the school district and the employees.

Section 6. Reduction in Force:

Subd. 1. The parties recognize the principle of seniority in the application of this Agreement, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. If an employee's position is eliminated or hours have been reduced by fifteen (15) or more minutes, the employee shall have the right to displace an employee with lesser seniority within their job classification or an employee with lesser seniority in a lower paying position covered by this agreement, provided the employee is qualified to perform the duties and responsibilities of the position. Part-time custodians cannot displace full-time custodians nor can they claim a full-time vacant position through recall. If an opening subsequently occurs, the laid off employee with the most seniority shall be recalled first.

Subd. 2. Layoffs shall not be considered a break in continuous service. When a vacancy occurs, the position will be posted and filled according to the provisions of this Agreement. When any employees are on layoff, a vacant position will be available to all current employees for application, but an employee on layoff may apply for such a position. An employee on layoff shall retain this seniority and right to recall in seniority order for a period of sixteen (16) months after the date of layoff. An employee whose position is to be reduced will be notified in writing, with a copy to the union steward. If an employee is to be recalled after layoff, the district will either a) have verbal conversation with the employee; or b) send written communication of a registered letter, receipt requested to the employee's address on file with the district notifying the employee of the recall, with a copy to the union steward. It is the employee's responsibility, while on layoff, to ensure that the district has accurate contact information for the employee. An employee may notify the district in writing in advance of dates when the employee will not be able to receive mail at the employee's address on file, (i.e., the employee is on vacation, at a forwarding address, out of town, etc.) If the employee will be unavailable, as stated above, and the employee provides the district with an alternate contact method, the district will use the alternate contact method to notify the employee of the recall if one arises.

Subd. 3. The notice of recall will specify by when the employee must accept the recall in order to retain continued employment. The period offered for consideration will be no less than three calendar days. The three calendar days for consideration shall commence when the district provides the alternate notice. If the employee cannot be contacted for a period of time, the district will hold the position for the employee's consideration for one calendar week. If the employee does not respond to the notice of recall within the specified time, or if the employee declines the recall, the employee's employment will be terminated and the employee will have no further rights to recall. If the employee accepts the recall, the employee will not be expected to return to work in less than fourteen (14) calendar days after acceptance, unless the district and the employee mutually agree to an earlier return to work date.

Section 7. Steward Time Off for Union Meetings: The steward shall be allowed time off without pay to attend union meetings.

Subd. 1. The employee requesting the time off for union business shall request the time via electronic Time Off at least five (5) working days in advance.

Section 8. Notice of Termination: Two (2) weeks notice of termination of work or layoff will be the minimum notice given on the part of both employee and the employer.

Section 9. Jury Duty:

Subd. 1. Any employee required to serve on jury duty shall receive the difference between their regular rate of pay and jury duty pay, except for any mileage received. Documentation of jury duty should be via electronic Time Off.

ARTICLE VI

RATES OF PAY

Section 1. Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2013 to June 30, 2015.

Section 2. Right to Withhold Salary Increase: The School District reserves the right to withhold a salary increase in individual cases as the School District shall determine, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence within thirty (30) days prior to the employees scheduled increment date.

Section 3. Step Advancement: Employees who have their first day of permanent work on or before December 31 of any one year will be eligible for step movement the following July 1. Those starting work after December 31 would not advance to the next full step until July 1 of the following year.

Section 4. Experience Credit: A new employee may be hired at up to Step two (2) of the custodian pay schedule based upon prior relevant experience within a school district.

Section 5. Deferred Compensation Plan:

Subd. 1. All employees in this bargaining unit are eligible to participate in the School District's deferred compensation plan beginning with the employee's beginning of permanent employment.

Subd. 2. Employees who have completed at least three (3) years of full-time service with the school district shall be eligible to receive a matching contribution to the employee's deferred compensation plan.

Subd.3. The district will match the eligible employee's annual contributions based upon the employee's completed years of service. The district shall contribute annually an amount equal to the amount contributed by the employee up to the maximum contribution listed in this Section. The match shall be done on a monthly basis.

Years of Service	Maximum Match
0-3	\$0
4-9	\$200
10-15	\$400
16-21	\$800
22-or more	\$1000

Subd. 4. The maximum career matching contribution by District #721 shall be \$15,000.

Subd. 5. A salary reduction authorization agreement must be completed by September 1 for the employee to initiate or change contributions in the 403B matching contributions plan for that school year. In the event that a contract has not been ratified by the beginning of the school year, the employee will have one month after ratification to initiate or make changes to their matching plan.

Subd. 6. Employees on unpaid leave may not participate in the deferred compensation plan while on leave.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Single or Family Coverage: For all full-time custodians employed by the school district, the School District shall contribute up to \$9880 in 2013-2014 and \$10,374 in 2014-2015 to the New Prague Schools ISD #721 Health Care Plan to be used for premium payment. All eligible employees shall be enrolled in a minimum of a single plan. Anyone not using the full contribution for premium expense will receive up to \$1,300 of the excess contribution as additional salary. Full-time employees, for the purpose of insurance benefits shall be defined as any custodial employee working more than twenty (20) hours per week. Any cost of the premium beyond the district's contribution will be borne by the employee and paid by payroll deductions.

Section 3. Other Insurance: During the period of this Agreement any increases in insurance protection granted to any employee group other than administrative in the employ of the school district, which is bargained for and expressed as part of a written contract, shall come into legal effect to the benefit of employees subject to this Agreement, provided the insurance protection of such other employee group other than administrative is greater than the protection provided under this Article after such increase is made effective. Such increase in insurance benefits shall be under the same terms and conditions as that granted to such other employee group and shall be made effective at the same time.

Section 4. Duration of Insurance Contributions: An employee is eligible for board contributions as provided in this Article as long as the employee is actively employed by the school district. Upon termination of employment, all board participation and contribution shall cease effective on the last day of the month.

Section 5. Retirement Insurance Participation: An employee who retires from employment shall be eligible to continue in the group health insurance plan with the same coverage as active employees, until the employee qualifies for Medicare, provided the employees are accepted by

the insurance carrier as provided by Minnesota statute. The employee shall pay the entire premium cost of continued participation as outlined above and shall pay to the school district the monthly premium in advance.

Section 6. Long Term Disability Insurance: The School District shall provide and pay the cost of long term disability insurance coverage for eligible members of this unit, providing a benefit of two-thirds of regular monthly compensation with a waiting period of not more than ninety (90) days after the date of disability. Benefits shall continue, pursuant to the terms and conditions of the policy.

Section 7. Dental Insurance: The School District shall contribute up to \$400.00 toward the premium for individual dental insurance for all full-time custodians who qualify for and are enrolled in the District's dental insurance program. An employee who is eligible for family dental coverage may purchase family coverage by paying the difference in premium by payroll deduction.

Section 8. Life Insurance: \$50,000 Life and \$50,000 Accidental Death and Dismemberment Insurance will be provided for all full-time employees. The school district shall pay the full premium. Each full time employee may purchase additional group term life insurance in the amount of \$50,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Bereavement Leave: Employees may be granted bereavement leave of up to five (5) days of leave per incident, with pay (at the discretion of the administration) for a death in the employee's immediate family. The immediate family shall include husband, wife, father, mother, son, daughter, brother, sister, grandparents, grandchildren, aunt or uncle and in-laws. In unusual circumstances, the superintendent may grant additional days of bereavement leave. Approval of such leave shall be made via electronic Time Off system.

Section 2. Sick Leave:

Subd. 1. All full-time employees shall earn sick leave at the rate of fifteen (15) days for each year of service in the employ of the school district.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred eighty (180) days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented his attendance and performance of duties on that day or days. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness of an employee's child. Sick leave for the care of other relatives (adult child, spouse, sibling, parent or stepparent) will adhere to Minnesota Statute 181.9413 up to a maximum of 160 hours during a school year. Additional days can be granted at the discretion of the District Administration.**Subd. 4.** The personnel office may require an employee to furnish a medical certificate from the school health officer or from a qualified physician 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 School District.

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

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

Subd. 7. Sick leave pay shall be approved via electronic Time Off system.

Subd. 8. After an employee has accumulated ninety (90) days of sick leave, he may turn in five (5) days of sick leave beyond the 90 days of accumulated sick leave, for one (1) day of vacation to a maximum of five (5) vacation days. Said vacation to be taken during the vacation period following the accumulation of excess days. There shall be no vacation allowance for less than five (5) day segments of accumulated sick leave. Further excess sick leave shall not be traded for additional vacation in an amount that would result in more than five (5) additional vacation days in any given year. A custodian who is at the cap of sick leave at the beginning of a contract year and uses no more than one (1) sick day in that contract year may turn in up to three (3) days of sick leave for pay to be paid the pay period immediately following the end of the school year.

Section 3. Worker's 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 school district will pay the difference between the compensation received pursuant to the Worker's Compensation Act by

the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the prorated portions of days of sick leave or vacation time which is used to supplement workmen's compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. 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.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workmen's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his workmen's compensation check, endorsed to the school district, prior to receiving payment from the school district for his absence.

Section 4. Medical Leave:

Subd. 1. An employee who has completed their probationary period, who is unable to perform their duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for a long term disability compensation may, upon request to the personnel office, 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 district.

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 their normal responsibilities.

Subd. 3: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance.

Section 5. Credit: An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which they had accrued at the time they went on leave. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 6. Child Care Leave:

Subd. 1. A child care leave of up to twelve (12) months may be granted by the School District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee including adoptions for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the personnel office in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave. At the time the employee applies for leave, he or she shall indicate the beginning and ending dates of the leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 3. The personnel office may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave

Subd. 5. An employee returning from child care leave shall be re-employed in a position to which he or she is qualified unless previously discharged or laid off.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 7. An employee who returns from child care leave within the provisions of this section shall retain all seniority credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional seniority for pay purposes or leave time during the period of absence for child care leave.

Subd. 8. Leave under this section shall be without pay, fringe benefits, or sick leave. Child care leave runs concurrently with FMLA and other leaves.

Section 7. Attendance Incentive:

An employee who has completed at least three (3) years of service with the School District and who is absent from work for any reason (other than vacation usage or bereavement leave) for no more than two (2) work days during a fiscal year (July 1 through June 30) shall, on or about July 31 of the following year, have an amount of \$300 contributed into the employee's Post-Retirement Health Care Savings Plan.

**ARTICLE IX
HOURS OF SERVICE**

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours, exclusive of lunch, for full-time employees. Building check on weekends, holidays, and summer will be on a rotational basis, as assigned by the head custodian. These checks will be conducted throughout the calendar year one each Saturday, one each Sunday and one each holiday between the hours of 6:00 p.m. and 9:00 p.m. These checks will consist of a building perimeter check, windows, doors, office area check, lights, water system check and a heating system check. One (1) hour overtime will be granted each time a building check or alarm call is made for elementary and middle schools. One and one quarter (1 ¼) hours of overtime will be granted each time a building check or alarm call is made at the high school. When janitors are hired through the school to open and supervise the building for private groups, the individual janitor is responsible for checking the equipment, the lights and furniture, the windows, the doors, and the complete cleaning of the rooms used so they are ready for school use again. Effective January 1, 2012, an additional \$10.00 per trip shall be paid to employees driving 10 or more miles to Eagle View School for building checks.

Section 2. 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.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District or its proper representative.

Section 4. Lunch Period: Employees shall be provided a duty free lunch period of at least thirty (30) minutes.

Section 5. Split Shifts: All employees will work eight (8) continuous hours per shift, exclusive of lunch. Exception may be made by mutual agreement between the employer and the exclusive representative.

Section 6. Holidays:

Subd. 1. Employees will have eleven (11) paid holidays per year to coincide with the school calendar as adopted by the Board of Education:

President's Day *	Friday after Thanksgiving
Good Friday *	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	

The school district reserves the right to schedule any of the above holidays marked with * as duty days and establish an alternate holiday or holidays in lieu thereof.

Subd. 2. On such days in which school is not in session because of MEA, inclement weather or vacations other than legal holidays, all employees will report for work at the discretion of the superintendent and/or supervisor of buildings and grounds. If an employee does not provide services on one of these days, the employee shall cover the absence through one of the following ways: use a vacation day, use a floating holiday or have their salary reduced accordingly.

However, at the sole discretion of the District an employee may be required to cover the absence through a salary reduction.

Subd. 3. When a holiday falls on Saturday or Sunday, that day shall be considered a holiday for the employees of the District and the holiday will be observed on a day established by the school district.

Section 7. Vacation:

Subd. 1. Vacations days are requested via electronic Time Off. They shall be taken between the close of school in the spring and the middle of August except when arrangements are made in advance with the Superintendent or his/her designee, when up to five days may be granted at his/her discretion.

Subd. 2. The days of vacation to which a full-time custodian will be entitled will be computed with July 1 as the anniversary.

Subd. 3. The probationary period shall not count toward vacation days if employment is terminated at the end of the probationary period.

Subd. 4. Custodians shall earn vacation days according to the following schedule:

Upon Employment – fifteen (15) days

After seven (7) years – eighteen (18) days

After fifteen (15) years – twenty-three (23) days

After twenty (20) years – twenty-eight (28) days

Vacation has to be used within twelve (12) months after earned. Vacation shall be approved for up to half of the staff at any given time, at each site, on non-student contact days at the discretion of the Director of Building and Grounds or his/her designee.

ARTICLE X

GRIEVANCE PROCEDURES

Section 1. Grievance Definition: 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 terms and conditions of employment insofar as such matters are contained in this agreement.

Section 2. Representative: The employee, administrator, or School 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. Compensation 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 bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievance 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 provisions of the Agreement allegedly violated and the particular relief sought within five (5) 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 School District's designee.

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 supervisor of buildings and grounds shall give a written decision on the grievance to the parties involved within ten (10) 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 (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his 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 his 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 District, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School District, the School District shall set a time to hear the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the School District shall issue its decision in writing to the parties involved. At the option of the School District, 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 District. The School District shall then render its decision.

Section 6. School District Review: The School District reserves the right to review any decision issued under Level I or Level II of this procedure provided the School District or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School District reviews a grievance under this section, the School District reserves the right to reserve or modify such decision.

Section 7. Denial of Grievance: Failure by the School District 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 School 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 five (5) 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 (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, providing such request is made within ten (10) days after request for arbitration. The request shall ask that the appointment be made within fifteen (15) days after the receipt of said request.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School District, 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 XVI of the grievance procedure.

b. The School 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 (30) 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 in the 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 or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

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

Districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XI

PROBATION, DISCHARGE, PROMOTION

Section 1. Probation: All new members of this bargaining group shall be on probation for a period of ninety (90) days on which the new employee performs work. After that, if retained, they become regular employees of the district and are entitled to the privileges thereof. During said probationary period, the employee may be terminated at the sole discretion of the School District without any recourse to the grievance procedure.

Section 2. Postings: Any new position or vacancy shall be posted via online application system and a copy of the posting(s) shall be e-mailed to the Steward(s) at the time of the posting. Qualifications for various positions will be the chief determining factor. However, seniority will be taken into consideration.

Subd. 1. All vacancies and/or new positions of job postings shall be internally posted for a period of five (5) working days concurrent with any other method of job posting. All employees will be provided the opportunity to apply for posted positions.

Subd. 2. All employees who formally, in writing, apply for a posted position shall receive an interview with the appropriate supervisor responsible. For any position posted on a day that is a student contact day according to the district's calendar, the position shall be posted for a minimum of two (2) working days. For any position posted on a day that is not a student contact day according to the district's calendar, the position shall be posted for a minimum of five (5) working days. Any open positions in August will be posted for two (2) working days.

Section 3. Head Position: Any future head position or new head position shall be posted. The successful applicant shall be given a ninety (90) calendar day trial in the position. If the employee's performance is unsatisfactory to the School District, the School District may revert the employee to his original position.

Section 4. Discipline:

Subd. 1. The school district will discipline employees who have completed the required probationary period only for just cause.

Subd. 2. Gross misconduct shall constitute cause for disciplinary suspension and discharge. Gross misconduct shall include, but not be limited to, theft, intentional or negligent destruction of school district property, pilfering or the unauthorized taking or appropriation of property, an assault or threat made against other persons, disobedience of or failure to obey a lawful order given by a person authorized by the school district to give such orders, substandard work performance, at work under the influence of an intoxicant or other chemical not prescribed for the employee by a duly licensed physician, commission of a crime, excessive absenteeism or tardiness, repetition of lesser offenses. This listing is illustrative only and is not intended to be all inclusive.

Subd. 3. A disciplinary action imposed upon an employee who has completed the required probationary period may be processed through the grievance procedure contained in Article X herein, including arbitration.

Subd. 4. A disciplinary action imposed upon an employee who has not completed the required probationary period may be processed through Level II of the grievance procedure but such grievances shall not be subject to the arbitration provisions of Article X herein.

ARTICLE XII

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2013 through June 30, 2015, and thereafter until modifications are made pursuant to the 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 ninety (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 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.

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 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:

FOR: SEIU Local 284
450 Southview Blvd.
South St. Paul, MN 55075

FOR: Ind. School District No. 721
410 Central Ave. N.
New Prague, MN 56071

Union Steward

Chairperson

Committee Member

Clerk

Committee Member

Chief Board Negotiator

Chief Employee Negotiator

Dated this ____ day of _____, 2014

Dated this ____ day of _____, 2014

**SCHEDULE A
CUSTODIAL RATES OF PAY**

	<u>2013-14</u>	<u>2014-15</u>
Step 1	\$14.35	\$14.85
Step 2	\$15.14	\$15.64
Step 3	\$15.75	\$16.25
Step 4	\$16.75	\$17.25

Longevity: In recognition of continuous years of employment in this bargaining unit, employees who have completed the continuous years of service indicated below will receive the longevity payment indicated below:

Seven (7) years - \$0.15 per hour

Ten (10) years - an additional \$0.15 per hour for a total of \$0.30 per hour

Night Shift: Night shift pay shall be as listed below per hour for custodians assigned to a shift during the school year (does not apply during the summer break when custodians are scheduled for day shift) all hours for shifts where one-half (1/2) or more of the scheduled shift time is after 4:30 P.M.

2013-2015 \$0.47

All custodial employees having a 2nd Class Boiler License serving in building requiring a boiler license shall be paid an additional \$300 per year and \$600 per year for a 1st Class Boiler License or Chiefs License. The School District shall pay up to \$60.00 bi-annually for the renewal of a custodian's boiler license.

Custodians serving as Custodian Coordinators in a building shall be paid an additional \$325 per month.