Custodian

A G R E E M E N T

between

INDEPENDENT SCHOOL DISTRICT NO. 2184
LUVERNE, MINNESOTA

and

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO,
MINNESOTA COUNCIL NO. 65
LOCAL UNION NO. 2558E

EFFECTIVE DATES: JULY 1, 2020 - JUNE 30, 2022

TABLE OF CONTENTS

ARTICLE I	PURPOSE	2.
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	2.
ARTICLE III	DEFINITIONS	2-3.
ARTICLE IV	MANAGEMENT RIGHTS	3-4.
ARTICLE V	UNION SECURITY/EMPLOYEE RIGHTS	4-5.
ARTICLE VI	BASIC SCHEDULES AND RATE OF PAY	5.
ARTICLE VII	GRIEVANCE PROCEDURE	5-8.
ARTICLE VIII	PUBLIC OBLIGATION	8.
ARTICLE IX	DISCIPLINE AND TERMINATION	8.
ARTICLE X	SENIORITY/PROBATION/VACANCIES	8-10.
ARTICLE XI	HOURS OF SERVICE AND DUTY YEAR	10-11.
ARTICLE XII	HOLIDAYS	11.
ARTICLE XIII	VACATION	11-12.
ARTICLE XIV	SICK LEAVE	12-13.
ARTICLE XV	GROUP INSURANCE BENEFITS	13-14.
ARTICLE XVI	LEAVES OF ABSENCE	14-15.
ARTICLE XVII	RESIGNATION AND RETIREMENT	15.
ARTICLE XVIII	SEVERANCE	15-16.
ARTICLE XIX	SAFETY	16.
ARTICLE XX	MEET AND CONFER	16.
ARTICLE XXI	GENERAL PROVISIONS	16-17.
ARTICLE XXII	WAGES, SALARIES AND OTHER COMPENSATION	17.
ARTICLE XXIII	DURATION OF CONTRACT	17-18.
APPENDIX A	WAGE SCALE	19.

ARTICLE I
PURPOSE

Section 1. Parties: This Agreement is entered into between Independent School District No. 2184, Luverne, Minnesota, hereinafter referred to as the School District, and Local Union No. 2558E, affiliated with Minnesota Council 65 of the American Federation of State, County and Municipal Employees, AFL-CIO, 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 custodial/maintenance employees.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 98-PCE-1869, and in accordance with the P.E.L.R.A., the School District recognizes AFSCME Council 65 as sole and exclusive representative 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/Maintenance employees of Independent School District No. 2184, Luverne, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. 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 exclusive representative as sole representative for said employees.

Section 3. That in the event the Employer and the exclusive representative are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

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 for retired employees or severance pay, and the employer's personnel policies affecting working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 3: Other Terms: Terms not defined in this Agreement shall have those meanings defined by the PELRA.

Section 4: Employee: A member of the exclusively recognized bargaining unit as defined by the PELRA.

Section 5: Probationary Employee: An employee who has not completed the required probationary period of paid employment for newly hired or rehired employees.

Section 6: Part-time Employee: An employee who is employed for a period of less than 2080 hours per year.

Section 7: Full-time Employee: An employee who is hired for a calendar year, and not a school year.

Section 8: School Year Employee: An employee who is hired for a school year as designated by the School District.

Section 9: 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.

Section 10: Description of Appropriate Unit: For purposes of this Agreement, the term Appropriate Unit shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees (Head Custodian), 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 employees 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 unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceed 67 calendar days in that year, and emergency employees.

ARTICLE IV
MANAGEMENT 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 Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such 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 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.

Section 5. Reimbursed Costs:

5a: The Union shall reimburse the Employer for the use of school equipment, supplies and labor used in Union business. Prior approval for the use of school resources is required. The Union shall be billed for any expenses incurred at their request pursuant to this Section.

5b: Employees will be allowed to attend Union meetings without pay during their regularly scheduled work time. If an employee attends such meetings and is not "clocked out", the time and benefits will be calculated and billed to the Union.

ARTICLE V
UNION SECURITY/EMPLOYEE RIGHTS

Section 1: Rights to Views: Nothing contained in this 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 designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2: Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3: Request for Dues Check Off: The exclusive representative shall be allowed dues checkoff for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues checkoff, pursuant to PELRA. 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 in equal monthly payments and to forward such monies to the designated officer of the exclusive representative together with a list of names of the employees from whose wages deductions were made.

Section 4: Fair Share Fees: In accordance with PELRA, 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 Commissioner, 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 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 the decision by the Commissioner or 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. Bulletin Board Space: The Employer agrees to make space available on designated bulletin boards for the posting of Union notices and announcements.

ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY

Section 1. Rate of Pay: The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2020, to June 30, 2022.

Section 2: Advancement: During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate, including step and/or lane, until a successor agreement is entered into.

Section 3: An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding salary increase shall be subject to the grievance procedure.

ARTICLE VII
GRIEVANCE PROCEDURE

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

Section 2: Representative: The School District will recognize two (2) representatives designated by the Union as the grievance representatives established by this Article. The exclusive representative shall notify the School District, in writing, of the names of such representatives and of their successors when so designated. 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, provided that each party shall bear its own expenses in connection with such representation.

Section 3. The parties agree that the investigation and processing of grievances shall be accomplished without a reduction in wages or loss of leave time to the aggrieved (except in the case of a suspension without pay or a discharge where any reduction or loss shall be determined by the resolution of the grievance) or the employee representative while consistent with employee duties and responsibilities.

Section 4. Definitions and Interpretation:

Subd. a. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. b. Days: Reference to days regarding time period in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law, this Agreement, or by the School District.

Subd. c. 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 designated holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a designated holiday.

Subd. d. 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 5: Time Limitation and Waiver: Grievances shall not be valid for consideration unless submitted in writing to the School District's designee, setting forth the facts and specific provisions 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 hereinafter provided shall constitute a waiver of the grievance. An effort shall be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 6: Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of an employee within the School District in the following manner:

Subd. a. Level I: 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.

Subd. b. 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 ten 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 (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.

Subd. c. 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 ten (10) 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 (20) days after receipt of the appeal. Within ten (10) 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.

Subd. d. Level IV: If the grievance remains unresolved, the parties shall, within fifteen (15) days of the School Board response, request that the Bureau of Mediation Services provide a mediator to assist the parties in an attempt to resolve the dispute through mediated negotiations.

Section 7: 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 representatives notify the parties of its intention to review within fifteen (15) 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 8: Denial of a 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 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. a: Should the parties fail to reach a mediated settlement of the dispute, either party may, by written notice to the other party, request arbitration of the grievance within ten (10) days after the conclusion of the last mediation meeting.

Subd. b: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedures and appeal provisions.

Subd. c: Selection of Arbitrator: Upon proper submission of a grievance under the terms of this procedure, the arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the parties. If the parties fail to agree upon an arbitrator within ten (10) days, the moving party shall request a list of seven (7) arbitrators from the Bureau of Mediation Services. Each party shall have the right to strike three (3) 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.

Subd. d: 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. All witnesses shall be sworn upon oath by the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. e: 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 the arbitrator shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided in 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.

Subd. f: 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. g: 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 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 a dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. 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 does not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of the arbitrator.

ARTICLE VIII
PUBLIC OBLIGATION

Section 1: The parties mutually recognize that their first obligation is to the public and that the rights of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2: The exclusive representative agrees, therefore, that during the term of this Agreement, neither the Union nor any individual employee shall engage in any strike. For the purposes of this Section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance to the duties of the employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedures but is enforceable in the courts.

ARTICLE IX
DISCIPLINE AND TERMINATION

Section 1: Upon completion of the probationary period, employees shall be disciplined and discharged only for cause. An employee who has completed the probationary period and is disciplined or discharged shall have access to the grievance procedure.

Section 2: The School District 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 exclusive representative present at such questioning.

Section 3: A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel office record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record.

ARTICLE X
SENIORITY/PROBATION/VACANCIES

Section 1: The parties recognize the principles of seniority in the application of this Agreement. There are two types of seniority established by this Agreement. They are:

Service Seniority, which shall be the total length of continuous service with the Employer, including time spent working form the employer through any job training program; and

Classification Seniority, which shall be the total length of service within a work classification/position governed by this Agreement.

Section 2: Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for cause, or retirement.

Section 3: On the first working day of January of each year, the School Board shall cause a seniority list (by name, date of employment, and work classification) to be prepared from its records and provide said list to the exclusive representative. An employee whose name appears on said list and who disagrees with the order of the list shall have the right to appeal through the grievance procedure. In the case of a tie in seniority, the first determining factor to break the tie shall be an employee's continuous service with the School District in any and all classifications in this bargaining unit; the second factor shall be the employee's training and staff development time in classification related areas. If after consideration of those factors a tie remains, the School District shall determine an employee's seniority ranking.

Section 4: Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:

Subd. a: Layoff, which shall be by classification in inverse order of classification seniority. However, an employee about to be laid off, who has served in an equal or lower paying classification, may bump into that classification, provided the School District determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which they are bumping and greater seniority than the employee who is to be bumped. This provision shall be subject to the grievance procedure.

Subd. b. Recall from Layoff, which shall be by classification, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the School District, or on an extended date mutually agreeable to the employee and School District, they shall automatically have terminated their employment. An employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.

Subd. c: Probationary, temporary, seasonal and part-time employees in the same classification shall precede regular bargaining unit employees in layoff. No new employees shall be hired in a work classification where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

Subd. d: The School District shall issue written notice thirty (30) calendar days in advance of layoff to affected employees.

Section 5. Probation and Trial Periods:

Subd. a: All new employees will serve a twelve (12) month probationary period from date of hire.

Subd. b: The School District, at its sole discretion, may discipline or discharge a probationary employee; such action shall not be subject to the grievance procedure; however, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Sub. c: All employees promoted or transferred to a new or different position, shall serve up to a three (3) calendar month trial period. During this three (3) month trial 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. A trial period employee shall have the right to revert to a position in their former classification and to their rate of pay immediately previous to transfer or promotion within thirty (30) calendar days of such transfer or promotion.

Section 6: The School District is committed to hiring the most qualified candidate for service. Prior to filling the vacancy, the Employer will give reasonable consideration to the senior qualified bargaining unit employee who has applied for the position. The School District has the right of final decision in selecting the applicant to fill a position based on qualifications, abilities and experience.

Subd. a. Openings and Vacancies: All openings and vacancies for full-time or part-time positions with the School District will be communicated to the employees before they are filled. Openings will be posted in the custodial workroom at the High School/Middle School and Elementary buildings. Bargaining unit members who desire to transfer to a new job or fill a vacancy shall submit a written letter of application to the Superintendent within five (5) working days after notice is posted. The School District has the right of final decision in selecting the applicants to fill a position.

Subd. b: When an employee is promoted or transferred, the employee shall be paid the wage rate of the new position from the first day that the employee works in the position.

ARTICLE XI
HOURS OF SERVICE AND DUTY YEAR

Section 1: For full-time employees, the normal work day shall consist of eight (8) hours, exclusive of lunch. The normal week shall consist of forty (40) hours. The normal work year for full-time year round employees shall consist of 2080 hours. The school year shall be prescribed by the Employer on an annual basis with 260 days as the normal FTE basis.

Section 2: Employees shall receive a fifteen (15) minute break during each four (4) hours of continuous work performed during their daily work schedule. All employees shall be provided a duty free lunch period of at least thirty (30) minutes.

Section 3: All employees will be assigned a work calendar, starting times and shifts by the Employer. The Employer shall not change the shift times without reasonable notice to the employees nor to avoid payment of overtime.

Section 4: All hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate of pay. Overtime shall normally be approved in advance. In the case of an emergency, the employee's supervisor shall be notified during the next working day after the overtime is worked. All paid leave time shall be considered as time worked for the purpose of computing overtime.

Section 5: An employee called back to work by the School District outside the regular work schedule shall be paid a minimum of one and one half (1.5) hours at the appropriate rate of pay. An extension or early report to a regularly scheduled shift does not qualify an employee for the minimum call back pay.

Section 6: Building checks shall be rotated equally among all qualified employees in the affected work classification who desire to perform such checks. The School District retains the right to assign building checks to any qualified employee.

Section 7: In the event that School is closed for an unusual or unanticipated circumstance and the employees are not required to perform services but the closing is for a partial day and the school day requirement for funding is met, the employees shall suffer no loss of pay. If the closing is for a full day(s), employees may choose to make up the lost day(s) by using accrued paid leave time to make up the time to their full basic work year if such day(s) are not made up on a district wide basis. Accrued sick leave hours shall be utilized for school closing. In the event no accrued sick leave hours exist, vacation hours shall be authorized for this purpose.

Section 8: Employees shall be provided with as much advance notice as reasonably possible when events requiring their attendance are canceled.

Section 9: Employees shall be allowed to discuss their preference of shift assignment with the School District.

Section 10: All employees are expected to report to work on time for their scheduled work. Anyone who reports to work more than 15 minutes late must have prior arrangements with the Director of Buildings and Grounds. An employee reporting to work later than 15 minutes from his/her scheduled start time without making prior arrangements with the supervisor will receive a verbal warning on the first occurrence and a written notice on the second occurrence. Any employee who, without prior arrangement, is tardy three times within a 12 month period may be dismissed from employment.

ARTICLE XII
HOLIDAYS

Section 1: Full-time employees shall receive the following paid holidays and part-time employees shall receive the same paid holidays equivalent to their normal hours worked on those days:

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day

Section 2. Weekends: Holidays that fall on a weekend will be observed on a day established by the School District.

Section 3. 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. If a holiday occurs while an employee is on vacation or other approved leave, said day shall not be charged against the employee's leave accrual.

Section 4. 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 5. Work on a Holiday: An employee who is required by the School District to perform work on a holiday shall receive as compensation, in addition to the normal holiday pay, one and one-half (1-1/2) times the employee's normal hourly rate of pay for all hours worked on the holiday. Hours worked on a holiday or Sunday due to a non-school sponsored event/activity shall be compensated at two (2) times the employees normal hourly rate of pay for all hours worked on the holiday or Sunday.

ARTICLE XIII
VACATION

Section 1: Full-time employees shall accrue vacation in accordance with the following schedule:

a. 5/12 of a day for each month of service during the first year of service in the School District.

b. 5/6 of a day for each month of service after completing one year of service in the School District.

c. 1-1/4 days for each month of service for each year after completing nine (9) years of service in the School District.

d. 1 additional day per year for each year after completing fifteen (15) years of service in the School District to a maximum of four (4) weeks of vacation after twenty (20) years.

Employees shall be allowed to carry over up to five (5) days of vacation leave from year to year. School year employees shall receive the vacation benefit on a prorata basis.

Section 2: Vacation leave requests must be approved in writing by the School District. If a request is disapproved, the reason for the denial shall be provided in writing to the employee.

Section 3: Vacation shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year, but may be permitted to take vacation with or without pay at the discretion of the School District. However, upon completion of the probationary period, an employee shall receive full credit for vacation accrual back to the employee's initial date of hire.

Section 4: An employee shall be entitled to receive the pro rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance notice of the resignation time.

ARTICLE XIV
SICK LEAVE

Section 1: Employees shall earn sick leave at the rate of 1.25 days for each month of service in the employ of the School District. Annual leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Section 2: Unused sick leave days may accumulate to a maximum of 135 days of sick leave per employee as determined at the close of the school year.

Section 3: 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 attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413, an employee who performs services for at least 12 consecutive months preceding the request, and for an average number of hours per week equal to one-half the full-time equivalent position in the employee's job classification as defined by the District's personnel policies or practices or pursuant to the provisions of this collective bargaining agreement during those 12 months, may use sick leave benefits for absences due to illness of the employee's natural, legal step child (residing in the employee's home) or adoptive child (provided the child is less than 18 years old or under 20 years of age and still attending secondary school) for such reasonable periods the employee's attendance may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own absence.

Section 4: Employees may be granted sick leave with pay in the event of serious illness or injury of an employee's spouse. Serious illness or injury shall be defined as a condition requiring hospitalization or a medical practitioners immediate attention. Sick leave may be granted to the employee if the employee's spouse is physically unable to transport himself/herself to/from a medical facility or if the employee's spouse is incapacitated in a medical facility. This leave must be approved prior to the commencement of the leave. Such leave is granted subject to the discretion of the employee's supervisor or Superintendent. This leave will be charged to sick leave and limited to three (3) days per year.

Section 5: The School District may require an employee to furnish a medical certificate 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. In the event that a medical certificate will be required, the employee will be advised.

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

Section 7: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Section 8: Medical Leave:

Subd. a: An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury, and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District. If an employee does not request such medical leave as provided in this Article, employment will be considered terminated when all sick leave, vacation, and FMLA benefits have been exhausted.

Subd. b: 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.

Subd. c. Insurance Application: 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.

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

ARTICLE XV
GROUP INSURANCE BENEFITS

Section 1: Health and Hospitalization Insurance: Selection of carrier - the selection of insurance carrier and policy shall be made by the School District as provided by law. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. a. Single Coverage: The School District shall contribute an amount toward the premium for individual coverage equal to that provided for employees covered by the certified employees agreement with the District for the duration of this Agreement.

Subd. b. Family Coverage: The School District shall contribute an amount toward the premium for family coverage equal to that provided for employees covered by the certified employees agreement with the District for the duration of this Agreement.

Subd. c. Employee Contribution: Any additional costs of premium shall be borne by the employee by a monthly payroll deduction.

Subd. d. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District and is earning salary and benefits. Upon termination of employment, all District contribution shall cease.

Subd. e. Eligibility: Full benefits provided in this Article are designed for full-time personnel. Part-time employees who are employed an average of at least 30 hours per week and 150 days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

Section 2: Long Term Disability Insurance: Employees choosing to enroll in the School District's long term disability insurance plan shall pay the entire premium for such coverage.

Section 3: Liability Coverage: The School District shall provide liability insurance coverage for all employees which shall provide protection for the employees while engaged in their duties on behalf of the Employer. This coverage will extend, but not be limited to, all areas of the school facility and grounds, bus routes, game fields, playgrounds, field trip travel and sites, etc. Such liability coverage shall be subject to the limitations and coverages set forth in the District's liability insurance policy.

ARTICLE XVI
LEAVES OF ABSENCE

PAID LEAVES OF ABSENCE:

Section 1: Leaves of absence shall be granted to full-time employees as set forth below. School year employees shall be granted leaves of absence on a pro rata basis.

Section 2: An employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligations.

Section 3: Employees who are members of a reserve force of the United States or of this State and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of this State, shall be granted a paid leave of absence in accordance with the Federal and State Statute (MS 192.26: 192.261).

Section 4: Employees required to appear before a court or other public body on behalf of the School District on any matter related to their employment for the School District shall be granted a leave of absence with pay to attend such an appearance.

Section 5: Bereavement and Emergency Leave:

Subd. a. Bereavement Leave: Up to 40 hours of leave shall be allowed, the hours to be deducted from sick leave, for death in an employee's immediate family. The specific amount of leave allowed is subject to the discretion of the Superintendent depending on the circumstances. Immediate family is defined as the employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or other member of the employee's household.

Subd. b. Emergency Leave: Employees may be granted emergency leave in the event of serious illness or injury of an employee's spouse, parent, or adult child. Serious illness or injury shall be defined as a condition requiring hospitalization or a medical practitioners immediate attention. Such emergency leave is granted subject to the discretion of the employee's supervisor or Superintendent. This leave will be charged to sick leave and limited to three (3) days per year or, at the discretion of the employee, charged to vacation, unpaid leave, or be made up at a time approved by the employee's supervisor or Superintendent.

Section 6. Parental Leave: Employees shall be allowed to use any combination of vacation or unpaid leave time for the purpose of maternity/paternity and/or adoption leave. Ordinarily, such leaves shall begin no earlier than four (4) weeks prior to the birth of a child and no earlier than two (2) weeks

prior to the adoption of a child, and shall be allowed to extend up to twelve (12) weeks after the event. Such leave need not be continuous. Such leave shall be granted in compliance with state and federal statutes.

Section 7: Bargaining Unit Leave: At the beginning of every school year, the bargaining unit shall be credited with a total of three (3) days to be used by members who are officers or agents of the bargaining unit, such use to be at the discretion of the bargaining unit. The bargaining unit agrees to notify the School District in writing at least forty-eight (48) hours prior to the date for intended use of said leave. This leave shall be with pay for the employee(s) taking part. The bargaining unit will pay the cost of the substitute(s) or otherwise make up or cover the work during such leave.

An employee engaged during their work shift in negotiating on behalf of the bargaining unit with any representative of the School District, shall be released from regular duties without loss of salary. The bargaining unit will pay the cost of substitute(s) or cover the work during such negotiating sessions.

Section 8: Personal Leave: All employees shall receive one (1) paid Personal Day per year (with the time to be equal to their normal hours) to be deducted from accrued sick leave.

UNPAID LEAVES OF ABSENCE:

Section 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 shall accrue during this period of leave. Employees on leave without pay shall be allowed to continue their participation in the group insurance coverage by paying the entire cost of the premiums for coverage if permitted by the insurance carrier. Seniority shall not accumulate and the employee will not advance on the salary schedule while on leave. Except by special consideration of the School Board, employees shall be allowed to take such a leave only after completing at least three (3) years of service with the School District and no more than once every five (5) years. Except by special consideration of the School Board, no more than one (1) employee shall be allowed to be on extended unpaid leave at the same time.

Section 2. Union Leave: Upon written request of the exclusive representative, leave shall be granted to employees elected to any exclusive representative office or selected by the exclusive representative to do work which may take them from their employment with the School District.

ARTICLE XVII
RESIGNATION AND RETIREMENT

Employees shall give at least two (2) calendar weeks written notice prior to the effective date of resignation and at least two (2) calendar weeks written notice prior to the effective date of retirement.

ARTICLE XVIII
SEVERANCE

Maintenance staff employed by the School District who have completed at least 20 (twenty) years of continuous full-time service and are at least 55 years of age, shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board.

Such maintenance staff shall receive as severance pay an amount obtained by multiplying 30% of their unused number of sick leave hours, but in any event not to exceed 324 hours, times the individual hourly rate of pay at the time of the resignation.

The School District shall pay on the employee's behalf all severance pay provided for herein in one lump sum payment directly to the Post Retirement Health Care Savings Plan chosen mutually by the School Board and the AFSCME Local 2558E on the day of the next regular payroll in the first month following the date in which the employee's resignation becomes effective. In the event that the administrator of the Post Retirement Health Care Savings Plan provides written verification to the School District that an employee is exempt from participation in the Post Retirement Health Care Savings Plan, the School District will pay directly to the employee in cash the severance pay provided for herein on the date of the next regular payroll in the first month following the date in which the employee's resignation becomes effective.

Severance pay shall not be granted to any employee who is discharged by the School District.

ARTICLE XIX
SAFETY

It shall be the policy of the Employer to provide for the safety of its employees by providing safe working conditions, safe work areas, and safe work methods.

ARTICLE XX
MEET AND CONFER

The School Board and the exclusive representative agree to meet and confer three (3) times annually at mutually agreeable times for the purpose of discussing, exploring and considering matters of mutual concern to both parties. If necessary, either party may request that additional meetings be held.

ARTICLE XXI
GENERAL PROVISIONS

Section 1: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on any basis prohibited by law or on the basis of membership or non-membership in the exclusive bargaining unit. The exclusive representative shall share equally with the School District the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever either gender is used, it shall be considered to include male and female employees.

Section 2: All employees shall have the right to inspect their personnel file during working hours in the presence of the School District. All evaluations and files relating to each individual employee shall be available during regular school business hours to each individual upon his/her written request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. The employee will be notified in writing by the School District at the time any item is placed in an employee's personnel file. However, the School District may destroy such files as provided by law.

Section 3: The School District shall provide all employees with a written job description outlining the duties and responsibilities of the job classification in which he/she is employed.

Section 4: All employees shall be covered under the Federal Social Security Act (FICA) and shall participate in the Public Employees Retirement Association (PERA) pension fund. Accordingly, the School District shall contribute its share to both FICA and upon meeting qualification, PERA.

Section 5: The School District shall pay the full cost of two (2) work shirts per year for all employees. If an employee desires any additional shirts, the employee shall bear the full cost.

Section 6: The School District agrees to provide adequate and necessary training for the employees in areas related to their work assignment and classification. The cost for such training shall be the responsibility of the School District. All employees shall be provided with a comparable opportunity to participate in training provided for their work classification. All training required on other than normal work hours shall be paid at the appropriate rate. If an employee resigns or is discharged within twelve (12) months from the date of the School District paid training, the cost of such training shall be deducted from the employee's final paycheck from the School District.

Section 7: Pursuant to M.S. 176, an employee injured on the job in the service of the Employer and collecting Worker's Compensation insurance, may draw sick leave and receive full salary from the Employer, the employee's 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 the employee's accrued sick leave. All injuries must be reported within forty-eight (48) hours.

Section 8: The School District shall continue the practice of scheduling employees hired prior to January 1, 1996, to work forty-two (42) hours per week for the term of this Agreement. Full-time employees hired after January 1, 1996, shall work forty (40) hours per week. At the time all bargaining unit members affected by this provision have left employment with the School District, this provision will automatically sunset.

ARTICLE XXII
WAGES, SALARIES AND OTHER COMPENSATION

All employees covered by this Agreement who are not at the top step of the District's compensation plan shall receive an annual step increase in addition to the general increases provided in Appendix A.

The starting/hiring rate for new employees for the term of this Agreement shall normally be step 3 of the District's compensation plan. Only in cases where an applicant has no related previous experience or satisfactory general knowledge of the work to be performed shall the starting/hiring rate be at a lesser step.

Any employee who, through promotion, transfer or attaining a required license, moves to a higher classification range in the District's compensation plan shall be placed on the step of said higher classification which reflects an increase in compensation from the step rate which the employee was receiving in the lower classification. Normally, however, an employee so moving to a higher classification shall not be placed at a step lower than step 3 of the higher classification.

Shift Differential: An additional $0.75 per hour will be paid for evening hours from 6:00 p.m.-6:00 a.m. during the school year only.

Boiler/Electrical Licenses: The District will reimburse the full cost of the required Boiler and/or Low Voltage Electrical License for designated employees. The Low Voltage License Stipend will be paid an amount of $250. The Boiler License stipend will be paid in increments of $250 per license earned. Boiler license categories include: Special, 2nd Class, 1st Class, and Chief. The stipend will be paid on the last regular pay period of each fiscal year (June 20).

ARTICLE XXIII
DURATION OF CONTRACT

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2020, through June 30, 2022, 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 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete understanding between the School District and the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules and 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 terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of the 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 to be invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have set their hand this 10th day of Sept, 2020.

FOR:
INDEPENDENT SCHOOL DISTRICT NO. 2184

CHAIRPERSON

CLERK

9/10/2020
DATED

FOR:
LOCAL UNION NO. 2558E, MINNESOTA COUNCIL 65, AFSCME, AFL-CIO

PRESIDENT

SECRETARY

COUNCIL 65 REPRESENTATIVE

9-21-20
DATED

APPENDIX A

WAGE SCALE

	2020-2021			2021-2022		
	CLASS 4	CLASS 5	CLASS 7	CLASS 4	CLASS 5	CLASS 7
0	$14.68	$15.94	$18.56	$15.03	$16.33	$19.01
1	$14.86	$16.14	$18.85	$15.21	$16.53	$19.30
2	$15.03	$16.34	$19.15	$15.39	$16.74	$19.60
3	$15.21	$16.57	$19.43	$15.57	$16.97	$19.90
4	$15.39	$16.78	$19.72	$15.76	$17.18	$20.19
5	$15.56	$17.01	$20.02	$15.94	$17.42	$20.50
6	$15.73	$17.22	$20.30	$16.11	$17.63	$20.79
7	$15.90	$17.44	$20.60	$16.28	$17.86	$21.10
8	$16.10	$17.65	$20.89	$16.48	$18.07	$21.39
9	$16.27	$17.86	$21.17	$16.66	$18.29	$21.67
10	$16.44	$18.08	$21.46	$16.83	$18.51	$21.98
11	$16.61	$18.30	$21.77	$17.01	$18.74	$22.29
12	$16.80	$18.53	$22.04	$17.20	$18.97	$22.57
13	$16.98	$18.75	$22.36	$17.39	$19.19	$22.89
14	$17.12	$18.97	$22.65	$17.53	$19.43	$23.20
15	$17.31	$19.18	$22.96	$17.72	$19.64	$23.51
16	$17.48	$19.41	$23.27	$17.90	$19.88	$23.83
17	$17.67	$19.62	$23.57	$18.09	$20.09	$24.13
18	$17.83	$19.85	$23.89	$18.26	$20.33	$24.46