

# **CUSTODIAL AGREEMENT**

**Between**

**INDEPENDENT SCHOOL DISTRICT NO. 846  
Breckenridge, Minnesota**

**and**

**LOCAL UNION NO. 210  
American Federation of State, County and Municipal  
Employees**

**July 1, 2017 – June 30, 2019**

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**JULY 1, 2017 - JUNE 30, 2019**

**CUSTODIAL AGREEMENT**

**ARTICLE I  
PURPOSE**

Section 1. Parties: THIS AGREEMENT, is entered into between the School Board of Independent School District No. 846, Breckenridge, Minnesota, hereinafter referred to as the School Board, and the Local Union No. 210, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, 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 all maintenance employees of the said school district during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with P.E.L.R.A., the School Board recognizes Local Union No. 210, American Federation of State, County and Municipal Employees, as the exclusive representative for all maintenance employees employed by the School Board of Independent School District No. 846, 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.

**ARTICLE III  
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or 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 "all maintenance employees" shall mean all persons in the appropriate unit employed by the School Board in such classifications excluding the following: confidential employees, supervisory 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 and emergency employees.

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

## **ARTICLE IV SCHOOL BOARD 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 and duties 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 and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void 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 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 Board.

## **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 their 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 negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its 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 and remit same, together with a list of the names of the employees from whose pay checks the dues have been deducted.

Section 4. Fair Share Fee: In accordance with M.S. 179.65, Subd. 2, 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 required of any employee shall not exceed their pro rata share of the specific expenses incurred for services rendered by the exclusive representative in relationship to negotiations and administration of grievance procedures for employees in the appropriate unit.

Upon thirty (30) days notice in writing to the payroll officer of the name of the employee and the amount of the fair share fee certified by the exclusive representative, the School Board will deduct such fair share fee in instalments from such employee's pay check each month, and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any employee subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the employee involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School Board 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.

## **ARTICLE VI HOURS OF WORK**

Section 1. Basic Work Week: The work week shall consist of five (5) days of eight (8) hours, comprising a forty hour week exclusive of lunch, for full-time employees. Employees shall be entitled to one 15 minute break during a four hour work period. By mutual agreement, summer hours may be utilized by 5 workdays, 8 hours or 4 workdays, 10 hours.

The work week shall be Monday through Friday for all employees. All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be rated as overtime and compensated at time and one-half rates. An employee shall not be required to take time off during the regular

assigned week to avoid payment of overtime. All overtime shall be approved by the Building Supervisor.

Section 2. Part-time Employees: The School Board reserves the right to employ such personnel as it deems desirable or necessary on a part-time basis.

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

Section 4. Miscellaneous: When an employee is called out to work other than their regular scheduled shift, they will receive a minimum of two (2) hours pay per call at time and one-half rates.

Section 5. Inclement Weather: If a school day is cancelled or shortened because of inclement weather the custodial staff will work their normal hours unless a change in the workday is approved in advance with the head custodian. If a custodian is unable to keep the regular work schedule, one of the following options must be exercised:

- (a) Be allowed to make up lost time caused by inclement weather.
- (b) Accept a pay deduction for the lost time.

All hours worked on Sunday and recognized holidays shall be paid at time and one-half rates. Employees who are required to do weekend check on buildings shall receive one (1) hour pay per building check at one and one-half (1 1/2) times their regular hourly rate.

## **ARTICLE VII HOLIDAYS**

Section 1. The following shall constitute the holidays recognized by the Union and the Board:

New Year's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Friday Following Thanksgiving	Christmas Eve Day
Christmas Day	Day Following Christmas

Easter Monday: At the discretion of the employer; if feasible and school is not in session. Notification will be given 3 weeks in advance.

Section 2. On all such holidays, employees in the unit shall receive a full holiday; provided, however, that on each such holiday one or more of such employees may be assigned by the Board to perform the necessary heating and maintenance duties in the school buildings of the District and shall be paid time and one-half for working on the holiday. If a paid holiday shall occur during the vacation period of any employee, such employee shall receive an additional day of paid vacation during that year. Only one from each building may use the floating holiday on a given day. All floating holidays shall be taken during the year in which they are earned.

Section 3. All such holidays shall be considered as days worked in the computation of time.



## **ARTICLE VIII VACATIONS**

Section 1. During this contract all full time employees in the unit shall receive two weeks vacation with pay per year. After year 3 of employment, the employee will gain 1 day per year of service until year 8 when vacation will be three weeks annual vacation with pay. After eight years of service in the district, three weeks annual vacation with pay; after fifteen years of service in the district, three weeks plus one day annual vacation with pay; after sixteen years of service in the district, three weeks plus two days annual vacation with pay; after seventeen years of service in the district, three weeks plus three days annual vacation with pay; after eighteen years of service in the district, three weeks plus four days annual vacation with pay; after nineteen and twenty years of service in the district, four weeks annual vacation with pay. All part-time employees working fifty-two weeks per year who are paid on an hourly basis shall receive vacation on an hourly basis, e.g. if the person works twenty-seven hours per week that person shall receive fifty-four hours of vacation; after eight years, 81 hours.

Subd. 1. A new employee may not earn or utilize any vacation days until the conclusion of the third month of employment.

Section 2. One employee may take vacation at any time of the year, with the approval of the Board or its designated representative. All other vacations shall be taken by the employees during the summer months when school is not in session. Any time during which each individual shall take their vacation shall be approved by the Board or its designee in each case. The vacation period of any such employee shall not be split except by agreement of the Board or its designee and such employee.

Section 3. Vacation time shall not be cumulative and is encouraged to be taken each year: Unused vacation must be used by December 31 of the following year or it will be forfeited. Upon termination of employment by the Board, the employee shall forfeit any accrued and unused vacation time and shall receive no pay therefore.

In case of resignation, layoff or retirement, any accumulative vacation for the year in which such event occurs shall be pro-rated for the year up to the time of such occurrence and the employee shall then receive pay therefore at the normal rate.

## **ARTICLE IX SICK LEAVE**

Section 1. All full-time employees shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District. All part-time employees paid at an hourly rate shall receive 96 hours of sick leave for each 2080 hours of service in the employ of the School District.

Section 2. During this contract, unused sick leave days may be accumulated to a maximum credit of one-hundred twenty (120) days per full-time employee. All part-time employees paid at an hourly rate may accumulate sick leave to a maximum credit of 624 hours during this contract.

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 his/her attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413, an employee may use his/her accumulated sick leave and the school board limits use as permissible.

Section 4. A certificate of illness by the attending physician may be requested from the Superintendent or district designee for sick leaves in excess of three (3) days.

Section 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Section 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the principal's office located in the building where the employee works.

Section 7. Up to five (5) days of sick leave with full pay may be used in each case an employee is absent because of serious illness or death in the immediate family. Up to three (3) days of sick leave with pay may be used in each case for a death in the extended family. One day of paid time off for the funeral of a friend shall be allowed. "Immediate Family" is defined as the spouse, child, parent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, and step-persons. "Extended Family" is defined as the brother-in-law, sister-in-law, grandparents, grandparents-in-law, aunts, uncles, nieces, nephews and grandchildren.

Section 8. A new full time employee may not earn or utilize more than 1 sick day per month of employment until the completion of the third month of employment. Part time employees will be calculated at a pro rata basis.

#### Section 9. Employee Distribution

Subd. 1. When an employee has utilized all accrued sick days, the employee may request assistance from group for additional sick leave.

Subd. 2. Based on life-threatening illness of employee member of bargaining group, individual members may donate up to 5 days per year to ill employee.

#### Section 10. Personal Leave

Subd. 1. A full-time custodian shall have no more than three (3) days of personal leave per year, non-accumulative, for situations that arise requiring the custodian's personal attention which cannot be attended to during off work hours.

Subd. 2. Requests for personal leave must be made in writing to the Superintendent of Schools who will notify the Building Supervisor of approval, at least one week in advance, except in cases of emergency. All personal leave must have prior approval, but at no time shall more than one custodian, per building, be granted personal leave. Only two (2) of the personal leave days may be used when school is in session.

Subd. 3. A personal leave day shall not be granted for the day preceding or the day following holidays or vacations. If a custodian who has been granted a personal leave day, but is unable to transact the desired personal business due to illness, the custodian shall be considered not to have utilized his or her personal leave day as provided by this contract. If the personal leave day is considered to be utilized due to illness, one day shall be deducted from the custodian's accumulated sick leave.

## **ARTICLE X SENIORITY**

Section 1. Seniority standing shall be granted to all full-time employees based on the length of employment with the School District. No employee shall be placed on the seniority list until after completing a ninety (90) day probationary period.

Section 2. All new employees, except part-time shall be entitled to all benefits upon employment.

Section 3. An employee shall lose their seniority standing upon voluntary resignation, retirement or dismissal for cause.

Section 4. In the event of layoff, employees shall be laid off in inverse order of seniority, except that employees holding Boiler Licenses may be retained over persons not holding licenses. Employees shall be rehired according to seniority.

Section 5. Transfer from one school in the District to another school shall not effect a loss of seniority.

Section 6. Notice of all vacancies shall be posted on the employees' bulletin board and employees shall be given five (5) days in which to make application to fill the vacancy. Consideration shall be given to the senior employee provided they are capable of performing the duties and are qualified.

## **ARTICLE XI DISCIPLINE**

Section 1. An employee shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause.

Section 2. Normal discipline will be prescribed in the following manner:  
a. Verbal warning;

- b. Written warning;
- c. Temporary suspension without pay;
- d. Termination

The employee shall be entitled to have a union representative present at all conferences.

Section 3. Extreme instances may require immediate termination.

## **ARTICLE XII DISMISSAL**

Section 1. Full-time maintenance employees in the unit who have completed the probationary period may be dismissed for cause; cause shall include but not be limited to the following:

- A. Failure to perform duties assigned
- B. Insubordination and lack of cooperation
- C. Use of intoxicating liquor which interferes with employee's performance of their duties and reflects discredit on the school
- D. Conviction of any criminal offense or any offense involving moral turpitude
- E. Any other cause which may be made a ground for dismissal by applicable Statutes of the State of Minnesota

Section 2. Any employee liable for dismissal for cause as the same shall be determined by the School Board shall be given written notice of discharge which shall state the cause for dismissal.

Section 3. If any employee feels that the dismissal action was ordered without cause, such employee shall have the right of appeal through the grievance procedure herein provided.

Section 4. Full-time maintenance employees who have not completed the probationary period may be dismissed by the Board with or without cause and such dismissal shall not be subject to the grievance procedure.

## **ARTICLE XIII TIME OFF FOR UNION ACTIVITIES**

Section 1. Any employee elected by the Union to represent such Union at International, State or District meetings, which representation shall require their absence from duty, shall be granted the necessary time off to attend such meetings without pay and without discrimination, loss of seniority rights or any other rights granted by the Board; provided, however, that such absence shall not interfere with the services and operation of the employee's department as such interference shall be determined by the Board.

Section 2. Employees on local negotiating or grievance committee work with the Board during the regular work day shall not suffer loss of pay. Time devoted by such employees on local negotiating or grievance committee work, if performed after regular working hours, shall not constitute working hours for the purpose of the computation of overtime.

**ARTICLE XIV  
SALARIES AND SERVICE**

Section 1. The wages and salaries reflected in Schedules "A" and "B" below shall be a part of the agreement for the period commencing July 1, 2017 to June 30, 2019. Schedule "A", Custodian I, shall apply to all full-time (40 hours per week) maintenance employees who do not hold a boiler's license. Schedule "B", Custodian II, shall apply to all full-time (40 hours per week) maintenance employees who hold a boiler's license.

**Salary Schedule "A" B21 – Custodian I**

<u>Step</u>	<u>2017-2018</u>	<u>Step</u>	<u>2018-2019</u>
0	24,835.20	0	25,667.20
1	25,542.40	1	26,374.40
2	26,249.60	2	27,081.60
3	26,956.80	3	27,788.80
4	27,664.00	4	28,496.00
5	28,371.20	5	29,203.20
6	29,286.40	6	30,118.40
7	29,993.60	7	30,825.60
8	30,700.80	8	31,532.80
9	31,387.20	9	32,219.20
10	32,115.20	10	32,974.20
11	32,718.40	11	33,550.40
12	33,238.40	12	34,070.40

**Salary Schedule "B" B22 – Custodian II**

<u>Step</u>	<u>2017-2018</u>	<u>Step</u>	<u>2018-2019</u>
0	27,955.20	0	28,787.20
1	28,662.40	1	29,494.40
2	29,369.60	2	30,201.60
3	30,076.80	3	30,908.80
4	30,784.00	4	31,616.00
5	31,491.20	5	32,323.20
6	32,406.40	6	33,238.40
7	33,113.60	7	33,945.60
8	33,820.80	8	34,652.80
9	34,507.20	9	35,339.20
10	35,235.20	10	36,067.40
11	35,838.40	11	36,670.40
12	36,358.40	12	37,190.40

For the 2017-18 year: Any custodian being paid at step 12 of the above schedules will receive an additional one time stipend of \$200.

In addition to the salary schedule, full-time employees who work eight hours per day and whose work shift begins after one o'clock p.m. shall receive an extra \$150.00 per month shift differential payment. Said shift differential payment shall not be applicable during the months of June, July and August, when school is not in session.

Section 2. For custodial employees terminating employment by death or retirement (application for P.E.R.A. benefits) after a minimum of 10 years service in the District and having reached at least 55 years of age, a severance plan shall be established that will pay a maximum of \$3,000 to the recipient. The maximum shall be paid if the employee has accumulated 120 days of unused sick leave. Those with accumulations of less than 120 days shall receive an amount determined by multiplying the number of unused sick leave days by \$3,000 and dividing the result by 120.

Example: Employee with 75 days unused sick leave. 
$$\frac{\$3,000 \times 75}{120} = \$1,875.00 \text{ severance pay}$$

Section 3. Head Building Custodians. Each Head Building Custodian agrees to continue to use good judgement and restraint in requesting overtime pay for work performed after their usual work schedule. Work outside of normal schedules that is unexpected or on weekends, necessitating the Head Custodian's attention, and to the extent that it should not, or cannot be, delegated to other custodians, duties such as mechanical failures or building problems, boiler checks, tournament work, academic or athletic functions on school grounds, and snow removal will continue to be paid as set out in this Agreement. Each Head Custodian will be paid an extra \$525 per month for the 2017-2018 year and \$550 per month for the 2018-2019 year for their added responsibilities as Head Custodian if he/she holds a 1<sup>st</sup> Class Boiler's license or higher. If the Head Custodian holds a 2<sup>nd</sup> Class Boiler's license, the pay shall be \$500 per month.

## **ARTICLE XV INSURANCE**

### Section 1. Health and Hospitalization Insurance:

The School Board shall during the 2017-2018 contract year pay up to \$670.00 and during the 2018-2019 contract year pay up to \$720.00 on the monthly premium cost for all full-time employees in the unit who qualify for and are enrolled in the School District's group health and hospitalization plan. If the custodian chooses a plan option that offers a qualified savings account (Health Savings Account (HSA), the district shall (if the custodian elects to receive the funds) put the difference of the district contribution and the premium for the plan into the custodian's qualified savings account not to exceed applicable IRS guidelines. No other type of compensation will be paid if the plan premium is less than the school board contribution above and the plan chosen is a Non Qualifying HSA plan.

Section 2. Long Term Disability and Life Insurance: The School District shall provide a long term disability policy that shall cover a maximum salary of \$30,000 and a \$20,000 term life insurance policy subject to any limitations contained in the contract between the insurance carrier and the District for each full-time employee in the bargaining unit.

Section 3. It is understood that the School Board's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School Board as a result of a denial of insurance by an insurance carrier.

Section 4. A full-time employee is eligible for School Board contributions as provided in this Article as long as said full-time employee is employed by the School Board. Upon termination of employment, the Board's participation and contribution shall cease.

Section 5. For those custodial employees terminating employment by retirement (application for P.E.R.A. benefits) the District shall allow the employee to remain in the health insurance group providing they reimburse the District for the amount of the premium.

To be eligible, the employee must be at least 55 years of age. This benefit terminates for retired employees when they reach the age of 65.

## **ARTICLE XVI WORKER'S COMPENSATION**

Section 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, 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.

Section 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro rata portions of days of sick leave time which is used to supplement worker's compensation.

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

Section 4. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall submit their worker's compensation check, endorsed to the School District, prior to receiving payment from the School District for their absence.

## **ARTICLE XVII GENERAL PROVISIONS**

Section 1. The union shall be permitted the use of bulletin boards for posting of matters of interest to members.

Section 2. Employees required to serve on jury duty shall be settled by difference in pay by the Board for all full days absent. If the employee is excused after reporting for jury duty and returns to work, they will not be deducted for that day.

Section 3. Representatives of the A.F.S.C.M.E., AFL-CIO, shall have access to the premises of the Board during normal hours to investigate grievances and other problems relating to Local 210 employees.

Section 4. No custodian shall be called upon to transport students, mail, supplies, et cetera, in their own car.

Section 5. No custodian shall use the school-owned vehicle to transport their own personal property or persons.

Section 6. Nothing in this agreement shall be so construed or so interpreted as to result in the loss or reduction of any benefits enjoyed by an employee prior to the effective date of this Agreement.

Section 7. In the event that any provisions, phrase or clause of this agreement shall at any time be declared invalid by any court of jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions remain in full force and effect.

## **ARTICLE XVIII UNIFORMS**

Section 1. Uniform Attire: All custodial personnel shall be required to wear the uniform attire of the school district while on duty.

Section 2. Uniform Supply: Each custodian will be provided five (5) new uniform shirts at the beginning of each contract year. New employees will be given their first set of uniforms at the time of hiring. Each custodian will be paid an allowance of \$150 per year, which is to be used for the purchase of pants suitable for work. This allowance shall be paid with the first payroll in July of each year.

Section 3. Uniform Replacement: If an employee's uniform becomes soiled beyond cleaning or damaged beyond repair it may be turned in to the head custodian for a new uniform.



Section 4. Uniform Care and Cleaning: The employee is required to clean and maintain his/her own uniforms. Uniforms need to be cleaned and maintained on a schedule that will allow them to reflect positively on the employee and the organization.

## **ARTICLE XIX 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 Board 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 Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretation:

Subd. 1. Extension: Time limits specified in this agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. a working day is defined as all week days not designated as holidays by state law.

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within twenty (20) 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 Board's designee.

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

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School Board designee 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 their 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 their designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the School Board shall set a time to hear the grievance within twenty (20) days, after receipt of the appeal. Within twenty (20) days after the meeting the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Subd. 1. Before proceeding to arbitration the parties may by mutual consent agree to submit the grievance to the Bureau of Mediation Services for resolution.

Section 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance and are unable to agree to submitting the matter to the Bureau of Mediation Services, or if the grievance is not resolved by mediation, the grievance may be submitted to arbitration as defined herein:

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

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

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

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

B. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

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

Subd. 7. Expenses: Each party shall bear its own expenses 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. However, the party ordering a copy of such transcript shall pay for such copy.

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

## **ARTICLE XX DURATION**

Section 1. Term and Reopening Negotiations: This Agreement for salary schedule "B21" shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019, 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 90 days prior to the expiration of this agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board 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 matter 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 WHERE OF, the parties have executed this Agreement as follows:

LOCAL UNION NO. 210 of the American  
Federation of State, County and Municipal  
Employees:

*Brian Stevenson*

*Beressa Joppa 12-13-17*

AFSCME Council 68 Representative

*Steve W. Babben 1*

Date *12/13/17*

For: Independent School District No. 846  
Breckenridge, Minnesota:

Chairman *[Signature]*

Clerk *[Signature]*

Date *12-18-2017*

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