Administrative Assistant-Bookkeeper-Custodian Collective Bargaining Agreement

Independent School District No. 2155
Wadena-Deer Creek, Minnesota

And

Administrative Assistant-Bookkeeper-Custodial Union
AFSCME #65

July 1, 2019 - June 30, 2021

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ARTICLE I
PURPOSE

Section 1. Parties. THIS AGREEMENT is entered into between the School Board of Independent School District No. 2155, Wadena-Deer Creek Public Schools, Minnesota, hereinafter referred to as the District, and Local 210, Council 65, of the American Federation of State, County and Municipal Employees, 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 employees during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. Independent School District No. 2155, pursuant to certification by the Bureau of Mediation Services, recognizes Local No. 210, of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive bargaining agent for the unit composed of custodial, clerical and secretarial employees of said District as defined in P.E.L.R.A.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment. Terms and conditions of employment shall mean the hours of employment, the compensation therefor 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 the purposes of this Agreement, the term "employee" shall mean all persons in the appropriate unit employed by the District in such classifications excluding the following: confidential employees, supervisory employees, including the head engineer, building and grounds, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employee's bargaining unit, employees who hold positions of temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. District. For purpose of the administration of this Agreement, the term "District" shall mean the School Board or its designated representative.

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

ARTICLE IV
DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the District is not required to meet and negotiate on 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 District to effectively manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effects 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 District and shall be governed by the laws of the State of Minnesota, and by the local School Board rules, regulations, directives and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation and duty of the

District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the District, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota. 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 with out force and effect.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of District 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 District.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or any employee's 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 District.

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 right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the 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. This financial arrangement shall begin with the first payroll following the employee's first thirty (30) days of employment.

The District will turn over the dues deduction check along with a list of names from whom deductions are made as aforementioned to the Exclusive Representative. The Exclusive Representative agrees to notify the District of the name of its Chief Steward and of any changes. The Exclusive Representative also agrees to notify the School District of the names of all employees from whom dues deductions are authorized and of any changes therein. The Exclusive Representative agrees that it will hold the District harmless for any improper deduction or delivery of the dues deduction check to the wrong person by reason of the Exclusive Representative's failure to promptly notify the District of the changes therein.

Section 4. Fair Share Fee. In accordance with M.S. 179A.06 Subd. 3, as amended, any employee included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered by the 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 dues and available only to members of the Exclusive Representative, but in no event shall the fee exceed 85% of the regular membership dues. The Exclusive Representative shall provide written notice of the amount of the fair share fee assessment to the Director, the District, and to each employee to be assessed the fair share fee.

A challenge by the employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the 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 therefor but the burden of proof relating to the amount of the fair share fee shall be on the Exclusive Representative. The 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 deduction for a fair share fee shall be held in escrow by the District pending a decision by the Commissioner or Court.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments and executions or any other form 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. Any fair share challenge shall not be subject to the grievance procedure.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A attached hereto, shall be a part of the Agreement for the period commencing July 1, 2019 to June 30, 2020. The wages reflected in Schedule B attached hereto shall be a part of the Agreement for the period commencing July 1, 2020 to June 30, 2021.

Subd. 2. A salary increase is not automatic and is effective only upon affirmative action of the District. The District reserves the right to withhold a salary increase in individual cases as the District shall determine. The District shall give written notice and the reason for such action.

Subd. 3. In determining whether the employee qualifies for a status dependent on length or amount of time worked, an employee who has worked at least one-half of the working hours in the regular work year shall have the same status as an employee who has worked all of said hours. An employee not meeting this criterion shall not qualify for such status.

Section 2. Method of Payment. All salaries shall be paid by direct deposit on or before the 15th and 30th of the month to the financial institution of choice by the employee.

ARTICLE VII
GROUP INSURANCE

If the District is held out of compliance with the Affordable Care Act, this section may be re-opened.

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

Section 2. Term Life Insurance. The District shall contribute the sum necessary to pay the full premium for a $50,000 (coverage may reduce per policy) term life insurance policy with an accidental death and dismemberment rider for each full time employee who qualifies for and is enrolled in the District's group life insurance plan.

Section 3. Group Health and Hospitalization Insurance~~. The District shall contribute three thousand nine hundred dollars ($3,900) for single~~ $462 per month in 2019-2020 and $525 per month in 2020-2021 toward coverage in the comprehensive major medical District plan plus ~~$55.00 per month towards family coverage~~ for each full-time employee in the unit who qualifies for and is enrolled in the District's group health and hospitalization insurance plan. This provision goes into effect upon ratification of the contract and is not retroactive.

For this purpose, an employee who qualifies is defined as one who regularly works a minimum of thirty (30) hours per week for a duration of nine (9) months or longer each year. Any additional cost of the premium over and above the contribution to which the District agrees to pay will be paid by the employee though payroll deduction.

Section 4. Claims Against the District. It is understood that the District's only obligation is to purchase an insurance policy and pay such amount as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution.

Subd. 1. An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District participation and contribution shall cease, effective on the last day of the month in which employment terminated.

Subd. 2. An employee retiring from the District's employment, and qualifying for PERA retirement benefits shall have eligibility for self and/or family to remain in the health and hospitalization insurance group until age 65 or eligible for medicare and medicaid insurance. The retired employee shall pay the insurance premium for self and/or family.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. A full-time employee shall earn sick leave at the rate of one (1) day for each month of work not to exceed twelve (12) days per year (nine month employees shall receive the maximum of 10 days.)

Subd. 2. Unused sick leave may be accumulated to a maximum of one hundred and twenty (120) days.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to an illness which prevented an employee's attendance at school and performance of duties on that day or days.

Subd. 4. The District may require a physician's statement in cases of suspected abuse to establish the grounds for sick leave, either on account of personal or family illness.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Accrued sick leave shall not be construed as, nor converted into, severance pay.

Subd. 6. Sick leave shall be approved only upon submission of a leave request through the District leave tracking software.

Subd. 7. Elective procedures do not qualify for sick leave pay; however, full-time, 12 month employees, may be allowed a maximum of two (2) days per year of sick leave time for the employee's personal "elective" medical or dental procedures. Full-time, nine (9) month, but less than twelve (12) month, employees may be allowed a maximum of one (1) day per year of sick leave time for the employee's personal "elective" medical or dental procedures.

Subd. 8. Absence due to illness after sick leave expires shall result in discontinuance of the District's contribution, if any, to the health and hospitalization insurance premiums.

Subd. 9. In the case of illness or death in the immediate family, the first five (5) days of sick leave per year shall be granted as a matter of right, as in the case of the employee's personal illness. An additional five (5) days of sick leave may be allowed for this purpose at the sole discretion of the District. Such illness means a condition requiring the employee's absence from work. For this purpose, immediate family includes father, mother, sister, brother, daughter, son, wife, husband, grandparents, grandchildren, son-in-law, daughter-in-law, or guardians during legal minority of either the employee or the employee's spouse.

Pursuant to M.S. 181.9413 an employee may use sick leave for absences due to an illness of the employee's biological or adoptive child for such reasonable periods as the employee's absence may be necessary on the same terms as the employee is able to use sick leave benefits for the employee's own absence provided: 1) the employee performed services for the District for at least 12 consecutive months preceding the request, and 2) 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 employer's personnel policies or practices or pursuant to the provisions of a collective bargaining agreement during those 12 months. For this purpose, "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Section 2. Worker's Compensation.

Subd. 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 District, under the provisions of the Workers' Compensation Act, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. Such payment shall be made by the District to the employee only during the period of disability.

Subd. 3. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' Compensation.

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

Section 3. Child Care Leave.

Subd. 1. A child care leave may be granted by the District, subject to the provisions of this section to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, the employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the District shall not, in any event, be required to:

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

Subd. 6. An employee returning from child care leave shall be reemployed in a position for which he or she is qualified unless previously discharged.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the employee mutually agree to an extension in the leave.

Subd. 8. The parties agree that the periods of time for which the employee is on child care leave shall not be counted in determining the completion of any probationary period.

Subd. 9. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes, seniority or leave during the period of absence for child care leave.

Subd. 10. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section.

Subd. 11. Leave under this section shall be without pay or fringe benefits and shall not result in the accrual of any seniority during such leave.

Section 4. Personal/Discretionary Leave.

Subd. 1. A full-time employee shall be granted a personal leave of no more than two (2) days per year, non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to outside of normal working hours, and which are not covered under other provisions of this Agreement. (For this purpose, a full-time employee is defined as one who regularly works a minimum of thirty (30) hours per week for a duration of nine (9) months or longer each year.)

Subd. 2. Requests for personal leave must be written and delivered to the District at least five (5) days in advance of the leave except in cases of emergency.

Subd. 3. Personal leave is non-deductible from sick leave.

Subd. 4. Less than 12 month employees shall be granted a discretionary leave of no more than two (2) days per year which may accumulate to a maximum of four (4) days. Such days may be used at the employee's discretion and shall not require a reason. Requests for discretionary leave must be written and delivered to the District five (5) days in advance of the leave except in cases of emergency.

Section 5. Union Leave. Any employee elected by the Union to represent such Union at International, State, Council or District meetings and which require his/her absence from duty, may, upon application of five days notice, be allowed to attend such meeting. Such employee may be granted this time off without pay and without discrimination, loss of seniority rights or any other rights granted by the Employer.

Section 6. Jury Duty. An employee called for jury duty will be deducted only the amount of money received for jury duty during the time absent from the employee's regular job.

Section 7. Vacations.

Subd. 1. Full-time, 12 month, employees will be granted vacation each year according to the following schedule:

Continuous Years of Employment	Annual Vacation Allowed
~~1~~ 0 through 6 years	10 days
7 – 8 years	12 days
9 – 10 years	14 days
11 through 14 years	15 days
15 through 19 years	17 days
20 through 29 years	20 days
30 or more years	25 days

Subd. 2. 12 month employees working 20 or more hours/week will receive pro-rata vacation.

Subd. 3. ~~For employees who have completed less than one (1) year of work on July 1, vacation shall be one (1) day per month of work up to a maximum of five (5) days total vacation.~~
Employees shall begin accruing vacation on their date of first employment. Vacation will be earned and credited monthly.

In order to transition to the new vacation language, employees will be paid (at their daily rate) for vacation days earned in 2019-2020, minus 5 days, which will be carried over to 2020-2021. Employees can also carry over 5 days of vacation from their current balance for a maximum total of 10 vacation days to carry over to 2020-2021.

Subd. 4. Vacations must be scheduled at a time acceptable to the employee's supervisor. However, custodians may take up to seven (7) days during the regular school year, pending the arrangement for a suitable substitute.

Subd. 5. Five days of any year's vacation may be carried over into the next contract year. Any of this (five days) vacation not used on or before June 30th of the next contract year shall be forfeited. Starting with the 2020-2021 contract year, ten vacation days may be carried over into the next contract year. Any of this (ten days) vacation not used on or before June 30th of the next contract year shall be forfeited.

Section 8. Holidays.

Subd. 1. The following days which fall during the employee's regular work schedule shall be allowed as paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day - July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and President's Day. In addition to the aforementioned, the admin. assistant/bookkeeper employees will receive the Friday after Thanksgiving, whereas the custodial employees will receive New Year's Eve Day as paid holidays. When a holiday falls on a Saturday, the preceding day shall be a holiday, and when a holiday falls on a Sunday, the following day shall be a holiday. An employee required to work on the above paid holidays shall be compensated at 1 1/2 times their regular rate of pay for the hours worked in addition to their regular rate of pay. If a holiday falls on a day that school is in session, the Superintendent shall assign an alternate day for all or some employees.

Subd. 2. Any legal holiday or holidays which fall within an employee's vacation period shall not be counted as a vacation day.

Subd. 3. In order to be eligible for holiday pay, an employee must have worked the regular work day before and after the holiday unless the employee is on excused illness or on vacation under these provisions.

Subd. 4. Employees eligible for paid holidays are those that work a minimum of 30 hours per week.

ARTICLE IX
HOURS OF SERVICE

Section 1. Basic Work Week. A regular work week shall consist of 40 hours, exclusive of lunch, for full-time employees. Time over 40 hours will be compensated at the rate of time and 1/2. For the purpose of this Article, vacation and sick leave shall be considered time worked. An employee called back to work after a regular shift will receive pay for the call back at the rate of one and one-half (1 1/2) times the regular rate of pay (~~one~~ two hour minimum).

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

Section 3. Shifts and Starting Time. All employees will be assigned starting time and shifts as determined by the District.

Section 4. Overtime and Compensatory Time. Employees shall keep a record of the time worked on the District time keeping software. Overtime, except in cases of emergency, must be approved in advance by the employee's supervisor. Compensatory time off shall be provided any employee for service approved by the District in excess of the regular work day of the employee according to statute provisions. When custodians are required to work nights during the months of June, July and August, they will receive "night duty pay".

Section 5. Absences - Deductions. For purposes of calculating deductions on account of absences without entitlement to pay, the hourly rate as determined by Schedule A and Schedule B shall apply.

ARTICLE X
SENIORITY

Section 1. Definition of Seniority.

Subd. 1. Seniority shall be defined as the preference as defined in this Article to which an employee is entitled in connection with layoff and recall from layoff, in recognition of the employee's length of service with the District. Seniority shall be by classification and shall be measured from the employee's most recent date of hire.

Subd. 2. There shall be the following six (6) classifications of employees within this bargaining unit:

(1) Administrative Assistant
(2) Bookkeeper
(3) Custodian
(4) General Cleaner
(5) Head Custodian
(6) Senior Bookkeeper

Section 2. Probation. The first calendar year of an employee's employment shall be considered a probationary period. During such probationary period, an employee shall have no recourse if discharged by the District. Not more than six (6) days absence for any reason shall be credited for the purpose of computing the probationary period. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from the employee's most recent date of hire by the District in the employee's classification.

Section 3. Loss of Seniority. Seniority shall be lost by reason of any of the following:

1. Voluntary quit.
2. Discharge.
3. Failure to report for work within seven (7) working days of mailing notification of recall from layoff.
4. Layoff for more than twelve (12) months.

Section 4. Layoff. If there is a layoff by the District in the bargaining unit, seniority shall be the basis for such layoff. The employee with the least seniority shall be layed off first, and upon recall, employees with the most seniority shall be recalled first. Exceptions may be made by the District for the efficient management of a building due to a need for boiler licenses. This section does not apply in those cases where a layoff is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility or damages from natural or unnatural disasters.

Section 5. Job Openings. In the event of a job opening, the job shall be announced by bulletin for a period of five (5) working days and the permanent qualified employees within the bargaining unit shall be given an opportunity, in the order of seniority, to bid for the opening. Provided, however, that final determination of the successful candidate will be made by the District in its sole discretion.

Section 6. Seniority List. The District agrees to prepare and post a seniority list covering all employees in the classifications covered by the Agreement. The seniority list shall be prepared and posted every year. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. Definitions.

Subd. 1. Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes 179A.20, Subd. 4.

Subd. 2. Days. "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.

Subd. 3. Service. "Service" means personal service or by certified mail.

Subd. 4. Reduced to Writing. "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 5. Small Group of Employees. "Small group of employees" means a group of employees consisting of five (5) or less.

Subd. 6. Answer. "Answer" means a concise response outlining the employer's position on the grievance.

Section 2. Procedures

Step I. Whenever any employee or small group of employees have a grievance, he/she or they shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s) through use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the Exclusive Representative and served upon the public employer's designate (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his answer upon the Exclusive Representative. In the event the Exclusive Representative refuses to process the grievance, the employee(s) may proceed with the grievance and if he/she so chooses, may select a designee to represent him/her.

If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by the Exclusive Representative (or the employees or their designated representative in the event the Exclusive Representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievants, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within five (5) days serve his answer upon the Exclusive Representative (or in the appropriate case, employee(s) or their designee).

Step II. The employer's representative shall meet with the Exclusive Representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the Exclusive Representative (or in the appropriate case, employee(s) or their designee), if he/she elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Step III. The employer, its chief administrator, or its special representative shall meet with the designated official of the Exclusive Representative (or in the appropriate case, employee(s) or their designee) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the Exclusive Representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievant avail oneself of both procedures.

Step IV. The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses. The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal work day whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the Exclusive Representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ARTICLE XII
SUSPENSION WITHOUT PAY

Section 1. Suspension. An employee may be suspended without pay for good and sufficient reason. Any such suspension is subject to the grievance procedure.

Section 2. Suspension Procedure. Suspension shall take effect upon written notification from the Superintendent of Schools or the Superintendent's designated representative to the employee, stating the grounds for suspension, together with a statement that the employee may make a written request for a hearing before the School Board to review the suspension within ten (10) working days after receipt of such notification. If no hearing is requested within such ten (10) working day period, it shall be deemed acquiescence by the employee to the suspension. If, after the hearing before the School Board, the suspension is reversed and set aside, the employee shall be reinstated and compensated for the salary lost during the period of suspension. However, should the decision of the School Board, after said hearing, be to uphold the suspension, the employee shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level, provided written notification requesting arbitration is received by the School Board or by the Superintendent within ten (10) working days after the receipt of the School Board's decision following the hearing.

Section 3. Effect. Suspension shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in a written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the School Board, but not to exceed a period of thirty (30) working days.

ARTICLE XIII
PUBLIC OBLIGATION

Section 1. Public Obligation. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the District to the continuous and uninterrupted operation of the School is of paramount importance. The Exclusive Representative agrees, therefore, that during the terms of this contract neither the Exclusive Representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided by the P.E.L.R.A. and therefore shall not be subject to the grievance or arbitration procedure.

ARTICLE XIV
DURATION

Section 1. Terms and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021 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 April 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations prior to April 1, 2021.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment, supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

SCHEDULE A

July 1, 2019 through June 30, 2020 (Wages retroactive to 7/1/19)

Administrative Assistant

Recognized Experience	Admin. Asst.	Bookkeeper	Senior Bookkeeper
0 years to, but not including 2 years	$15.44	$20.26	$22.75
2 years to, but not including 5 years	$17.24	$21.68	$24.47
5 years to, but not including 10 years	$19.15	$22.99	$26.01
10 years or more	$20.91	$25.16	$28.79

CUSTODIAL		HEAD CUSTODIANS		
Probationary	$14.57	Less than 5 yrs.	$23.00	$47,844
Less than 2 yrs. experience	$15.52	More than 5 yrs. > 10	$23.78	$49,467
More than 2 yrs., but less than 5	$17.13	More than 10 yrs. Exp.	$24.20	$50,330
More than 5 yrs., but less than 10	$19.08	**GENERAL CLEANERS**		
More than 10 yrs. experience	$19.89	Less than ~~5~~ 2 yrs.	$12.50	
	~~5 yrs. or more~~	More than 2 years but less than 10 years	$13.75	
		More than 10 years	$15.00	

2nd Class Boiler License	$250/year
1st Class Boiler License	$500/year
Chief Boiler License	$750/year
Night Duty	$80/month

SNOW REMOVAL ON CALL COMPENSATION FOR WEEKENDS AND HOLIDAYS

An employee who is on call for snow removal will receive the equivalent of two hours pay per day that they are on call, at their regular rate. If an employee works on a day in which they are on call, they will not receive on call pay if they work two hours or more. If an on call employee works for one hour, they will receive the equivalent of one hour of on call pay, and one hour at the appropriate rate.

On call pay is not included for purposes of determining overtime pay.

The outdoor custodians will establish the on call schedule for snow removal with the final approval of the superintendent.

Uniform Allowance:

Full time custodians shall be eligible for a uniform allowance of $275/year. Three work shirts, including initial dry cleaning, will be furnished by the District. This cost will be deducted from the $275. The remainder will be paid to the employee in their payroll checks in equal payments throughout the year.

LONGEVITY (ALL EMPLOYEES):

$200 for 5 years or more of service but less than 10 years

$300 for 10 years or more of service but less than 15 years

$400 for 15 years or more of service but less than 20 years

$500 for 20 years or more of service

$600 for 25 years or more of service

SCHEDULE B

July 1, 2020 through June 30, 2021

ADMINISTRATIVE ASSISTANT

Recognized Experience	Admin. Asst.	Bookkeeper	Senior Bookkeeper
0 years to, but not including 2 years		$15.90	$20.87	$23.43
2 years to, but not including 5 years		$17.76	$22.33	$25.20
5 years to, but not including 10 years	$19.72	$23.68	$26.79	
10 years or more	$21.54	$25.91	$29.65	

CUSTODIAL

Probationary	$15.01
Less than 2 yrs. experience	$15.99
More than 2 yrs., but less than 5	$17.64
More than 5 yrs., but less than 10	$19.65
More than 10 yrs. experience	$20.49
~~5 yrs. or more~~	

HEAD CUSTODIANS

Less than 5 yrs.	$23.69	$49,279
More than 5 yrs. > 10	$24.50	$50,952
More than 10 yrs. Exp.	$24.92	$51,840

GENERAL CLEANERS

Less than ~~5~~ 2 yrs.	$12.88
More than 2 years but < 10 years	$14.16
More than ten years	$15.45

2nd Class Boiler License	$250/year
1st Class Boiler License	$500/year
Chief Boiler License	$750/year
Night Duty	$80/month

SNOW REMOVAL ON CALL COMPENSATION FOR WEEKENDS AND HOLIDAYS

An employee who is on call for snow removal will receive the equivalent of two hours pay per day that they are on call, at their regular rate. If an employee works on a day in which they are on call, they will not receive on call pay if they work two hours or more. If an on call employee works for one hour, they will receive the equivalent of one hour of on call pay, and one hour at the appropriate rate.

On call pay is not included for purposes of determining overtime pay.

The outdoor custodians will establish the on call schedule for snow removal with the final approval of the superintendent.

UNIFORM ALLOWANCE:

Full time custodians shall be eligible for a uniform allowance of $275/year. Three work shirts, including initial dry cleaning, will be furnished by the District. This cost will be deducted from the $275. The remainder will be paid to the employee in their payroll checks in equal payments throughout the year.

LONGEVITY (ALL EMPLOYEES):

$200 for 5 years or more of service but less than 10 years

$300 for 10 years or more of service but less than 15 years

$400 for 15 years or more of service but less than 20 years

$500 for 20 years or more of service

$600 for 25 years or more of service

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

For Local No. 210, Council 65 of the American Federation of State, County, and Municipal Employees

Steward

Union President

Chief Union Negotiator AFSCME Rep

Dated this _____ day of ____, 2020

For IND. SCHOOL DIST. NO. 2155 Wadena, Minnesota

Chairperson

Clerk

Dated this 21st day of Jan. 2020