

**CLERICAL/SECRETARIAL & CUSTODIAL  
AGREEMENT**

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

**Blackduck Public Schools  
Blackduck, Minnesota 56630**

THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY

PHYSICAL CHEMISTRY

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## AGREEMENT

### Article 1. PURPOSE

**Section 1. Parties:** This Agreement is entered into between Independent School District No. 32, Blackduck, Minnesota, hereinafter referred to as the School District, and the Local # 3415, Minnesota Council 65 of the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, hereinafter referred to as Union as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for the clerical/secretarial and custodial employees.

### Article 2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Unit Description:** The School District recognizes the Union as the exclusive bargaining representative for all clerical/secretarial and custodial employees, employed by the School District who are public employees within the meaning of Minnesota Statute 179A.03, subd. 14, excluding confidential and supervisory and all other employees.

**Section 2. Exclusive Representative:** The School District agrees not to enter into an Agreement, individually or collectively with employees in the bargaining unit.

### Article 3. UNION SECURITY

**Section 1. Dues Deduction:** The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and the Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by US mail; and

The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

**Section 2. Fair Share/Agency Fee:** The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not

to become members of the Union. However, any such fees so collected by the union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06. Subd.

Section 3. Officers / Stewards: The names of local Union officers and stewards shall be made known to the School District in writing. Officers and stewards shall be permitted a reasonable amount of time to perform duties which are assigned to them by the Union, including investigating and processing grievances that do not interfere with School District business. No loss of time or pay shall result from this performance of Union duties.

Representatives of the Union shall have access to the premises of the School District if such access does not disrupt the normal operations of the School District with notification to the Superintendent or designee in order to investigate grievances or to conduct other official Union work.

Section 4. Bulletin Boards: The School District shall provide access to a bulletin board in each work location on which Union notices may be posted.

#### Article 4. SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School 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. The voided provision may be renegotiated at the written request of either party.

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.     Dress Code: No T-shirts or sweat shirts with inappropriate wording will be worn while at work. The administration will determine what is considered inappropriate.

#### Article 5. HOURS OF WORK

Section 1.     Work Time: The normal work week shall be forty (40) hours, Monday through Friday. The normal work year shall be as determined by the School District. One custodial position will have a work schedule of Tuesday through Saturday during the school year. During the summer months the custodian will return to a Monday through Friday schedule unless an alternate summer flexible schedule is agreed upon. If the employee to work the Tuesday through Saturday shift does not have the necessary boiler credentials then the Saturday shift will be filled with existing bargaining unit staff and the Head Custodian on a rotating basis.

Section 2.     Breaks: All employees shall be granted a fifteen (15) minute rest break in each half of their shift and a thirty (30) minute duty free lunch break if working five (5) or more hours per day.

Section 3.     Summer Schedule: Flexible summer scheduling (i.e., four (4) nine (9) hour days and one (1) four (4) hour day per week or four (4) ten (10) hour days per week) may occur during the months of June, July and August, by mutual agreement in each department with administrative approval.

#### Article 6. OVERTIME

Section 1.     Excess Hours: For all hours worked in excess of forty (40) hours per week, the employee shall receive overtime pay at the rate of time and one-half (1/2) hour for each hour over forty (40) hours worked. All overtime to be worked must be approved in advance by the employee's immediate supervisor.

Section 2.     Distribution: All overtime shall be distributed as equally as practicable within each department. Overtime distribution is not subject to the grievance procedure.

Section 3.     Compensatory Time: Employees should be allowed to accumulate compensatory time to a maximum of (20) hours. Use of compensatory time shall be at the employee's discretion with the approval of the Superintendent. Compensatory time not used by 12 month employees by September 1<sup>st</sup> of each year shall be paid on the September 15<sup>th</sup> paycheck. Compensatory time not used by 9/10 month employees by July 1<sup>st</sup> of each year will be paid on the July 15<sup>th</sup> paycheck.

**Article 7.**  
**PROBATIONARY PERIOD**

**Section 1. Probationary Period:** All new employees shall serve a one hundred -thirty (130) working day probationary period. During the probationary period the School District has the unqualified right to discharge or otherwise discipline the employee, and such action shall not be subject to the Grievance Procedure. All other provisions of the Agreement shall apply to a probationary employee.

**Article 8.**  
**SENIORITY**

**Section 1.**

Seniority standing shall be granted to all employees. The standing is to be determined on the basis of actual length of continuous service to the School District. All new employees shall be placed on the seniority list as of the first day of employment.

In the case of employees with the same seniority date, the order of seniority shall be determined first by the length of service with the District as a substitute, temporary or casual employee, and, second, if no prior service is involved, by the placing of the names according to the order of interview.

**Section 2.**

An employee shall lose seniority for the following reasons only:

- A. Resignation
- B. By discharge for cause in accordance with the procedures set forth in this Agreement
- C. If the employee does not return to work when recalled from layoff as set forth in this Agreement
- D. Layoff or unpaid medical leave of absence exceeding twenty-four (24) months

**Section 3. Layoff**

Layoff shall mean reduction in the work force, reduction of hours or elimination of position. Layoff shall be according to seniority within a job classification. Temporary, casual and probationary employees shall be laid off first. The Employer shall provide thirty (30) working days notice of layoff. A senior employee may bump a junior employee in the same classification provided the senior employee works the same or more hours than the junior employee and provided the employee is qualified to perform the job. Employees have the right to be recalled to their positions or similar positions for a period of twenty-four (24) months. Any new positions created or additional work shall be offered to laid off employees first.

**Section 4. Recall**

When the working force is increased after a layoff, employees will be recalled according to seniority and job classification in the reverse order of layoffs. Notice of recall shall be sent to employees at their last known address by registered mail. If the employee fails to report for work within ten (10) days from the date of receipt of Notice of Recall, the employee shall be considered to have resigned. Employees shall be responsible for notifying the Employer in writing of any change of address.

#### Section 5. Job Posting

For positions covered by this Agreement, any vacancy or newly created position shall be posted and a detailed job description with salary range and qualifications for such vacancies shall be sent to all work locations and posted on their bulletin boards.

Jobs shall be posted for ten (10) working days. The senior qualified full-time applicant shall be hired to fill the vacancy or newly created position. If there are no full-time applicants that apply, then the senior part-time applicant shall be selected. In the event the senior employee is not selected for a vacancy for which they have applied, the District shall provide, in writing, the specific reasons why the employee was not selected. This written notification shall occur no later than fourteen (14) calendar days from the date of the District's final decision on filling the position.

Employees posting for new or vacant positions shall have a trial period of one hundred-twenty (120) calendar days at which time either the employee or the District may request that the employee return to their former position.

#### Section 6. Seniority List

The seniority list shall show the name and job title of all employees in the bargaining unit by job classification. The Employer shall update the list on July 1 of each year, submit the updated list to the Union President, and post on bulletin boards for thirty (30) calendar days. Employees shall have thirty (30) calendar days to challenge their placement on said list.

### Article 9.

#### 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 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.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual written 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 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 USPS 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 District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the employee's immediate supervisor shall give a written decision 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 ten (10) 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. 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 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 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 notifies the parties of its intention to review within (10) 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 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 8. 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. 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 (10) 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 the appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this Procedure, the parties 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 Bureau of Mediation Services a list of arbitrators within ten (10) days after requesting arbitration. The failure to request a list of arbitrators from the BMS within the time period provided herein shall constitute a waiver of the grievance. The parties shall alternately strike names from the list of 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 the flip of the coin.

Subd. 4. 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 de novo.

**Subd. 5 Arbitrator's Authority.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and decide the specific issue(s) submitted as part of the grievance. The arbitrator shall be without power to make decisions contrary to or inconsistent with any application of laws, rules or regulations having the force and effect of law. The decision of the arbitrator shall be final and binding.

**Subd 6. 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. In the event that the parties do not mutually agree to share the cost of transcribing or recording the arbitration, the other party may individually and at its own expense order the transcript or recording. If the other party subsequently wishes a copy of the transcript or recording, it shall pay one-half the cost on receipt of the transcript or recording along with reasonable and necessary costs of the copy.

**Section 9. Election of Remedies and Waiver:** A party instituting any action, proceeding or complaint in 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. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. Upon instituting a proceeding in another forum as outlined herein, the full-time employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**Section 10. Mediation.** Either party may request the Bureau of Mediation Services to attempt to mediate the dispute before the arbitration hearing is held.

**Section 11. Suspension or Discharge.** In the event of a suspension or discharge, the grievance may be submitted directly to the Superintendent as Step 2.

## Article 10. DISCIPLINE AND DISCHARGE

**Section 1. Discipline:** Disciplinary action may be imposed upon an employee only for just

cause. Any disciplinary action may be processed through the Grievance Procedure. The principles of progressive discipline shall be followed and shall include only the following based on the severity of the infraction: 1) Oral reprimand; 2) Written reprimand; 3) Suspension; 4) Demotion; or 5) Discharge.

The Employer shall not question an employee during an investigation that may lead to disciplinary action unless the employee has been given the opportunity to have a Union representative present during such questioning. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

#### Section 2.

Initial minor infractions, irregularities or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel file.

An oral reprimand shall not become a permanent part of an employee's personnel record. Upon resolution of the problem, and if there are no further problems for a period of six (6) months, documentation of the reprimand shall be removed. Documentation of investigations which do not result in disciplinary action shall not be entered into the employee's file.

Employees shall be furnished with a copy of all evaluative and disciplinary entries into their personnel file and shall be entitled to include their written response. All disciplinary entries into the personnel record shall state the corrective action expected of the employee.

The contents of an employee's personnel record shall be disclosed to the employee or the employee's Union representative upon written request of the employee.

### Article 11. LEAVES OF ABSENCE

Section 1. Request: Any request for a leave of absence should be submitted in writing, forty eight (48) hours in advance whenever possible. The request shall state the reason for the requested leave and the length of time sought. Authorization for a leave of absence, if granted, should be furnished in writing. Employees may request funeral or personal leave via the telephone and receive approval by telephone.

Section 2. Funeral Leave: Up to five (5) days shall be allowed, the days to be taken from sick leave, for death in the employee's immediate family, defined as, spouse, child, parent, in laws, employee's sibling, grandparent, grandchild. The specific amount of leave needed to attend the funeral of other relatives or friends allowed is subject to the discretion of the Superintendent depending on the circumstances.

Section 3. Jury Duty: Leave shall be granted for jury duty. Compensation shall be the

employee's regular base rate of pay, less the fee received for jury duty. Employees working afternoon or night shift shall be excused from duty and compensated accordingly on each full day of jury duty.

Section 4. Court Appearances: Employees called to appear at any court, legislative committee, judicial or quasi-judicial body as a witness in action involving the federal government, State of Minnesota, or a political subdivision thereof, shall appear without loss of time or pay.

Section 5. Education: The School District shall pay the tuition, fees and expenses for all required job related training and seminars. Time spent at such training, as well as necessary travel time, shall be compensated at the employee's regular hourly rate of pay.

Section 6. Personal Leave: All employees hired prior to July 1, 2015 who are regularly scheduled to work at least four (4) hours per day for either nine (9) ten (10) or eleven (11) months shall receive 4 (four) days of paid personal leave each year, one (1) day to be paid from the employee's accumulated sick leave. Nine (9) and ten (10) month employees, hired after July 1, 2015, who are regularly scheduled to work at least four (4) hours per day shall receive three (3) days of paid personal leave per year, one (1) day to be paid from the employee's accumulated sick leave. Employees shall have the option of carrying over one (1) free personal leave day each year. Maximum accumulation of 3 days. "Free personal leave days may be used in two (2) hour increments. An employee who has banked the maximum number of personal leave days, will be paid for one "free" day of unused personal leave at the end of the school year upon written request to the district office.

Section 7. Family Medical Leave: Eligible employees shall be granted family medical leave according to State and/or Federal law.

Section 8. Unpaid Medical Leave: An employee who has exhausted all other leave and is unable to work due to a non-job related illness or injury, may be granted an unpaid medical leave of absence for a period not to exceed one (1) year.

Section 9. Union Leave. The Employer shall grant Union members unpaid leave of absence without discrimination and without loss of seniority or benefits to attend required workshops, meetings or conventions.

Section 10. Unpaid Leave of Absence Full-time employees, with the approval of the school board, may be granted up to one year leave without pay and fringe benefits. A full-time employee on unpaid leave of absence must file notification with the School District of his/her intent to return to his/her position before nine months elapse from the date of commencement of such leave. Failure to notify the District within the nine month period will result in loss of rights and benefits to his/her position.

Section 11. Return After Unpaid Leave: An employee returning from approved leave of absence as provided in this Article shall be entitled to return to employment in his/her former position, if available, or to a position of comparable duties and pay.



**Article 12.  
HOLIDAYS**

**Section 1. Holiday Pay:** Employees who work twenty (20) hours a week or more shall be eligible for paid holidays. Employees shall be paid for each holiday based on the number of hours the employee normally works.

Twelve (12) month employees shall receive the following paid holidays:

New Year's Eve Day	Independence Day
New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Easter Monday*	Christmas Eve Day
Memorial Day	Christmas Day

\*(In years that school is not in session)

School term employees shall receive the following paid holidays, provided the holiday falls within the scheduled work year:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Christmas Eve Day
Easter Monday*	Christmas Day
Memorial Day	

\*(In years that school is not in session)

**Section 2. Weekend Holidays:** Whenever any of the holidays listed above falls on Saturday, the proceeding Friday shall be observed as the holiday. Whenever any of the holidays fall on a Sunday, the succeeding Monday shall be observed as the holiday. In those years when Good Friday, Easter Monday, and/or President's Day are not designated as holidays by the Board of Education in the approved school calendar, AFSCME members may take one day each in lieu of Good Friday, Easter Monday, and/or President's Day during the holiday break in December or another day with approval of their supervisor. The days shall be subject to the following restrictions:

- A.. The Superintendent shall determine the schedule for the employee to take the holiday.
- B. The employee shall notify his/her immediate supervisor in writing in advance of the day(s). During designated period he/she request to take the holidays.
- C. The number of employees allowed to take a holiday on the same day may be limited to allow for the building to remain open during these periods.
- D. Holidays not taken during the designated period shall be lost.
- E. There shall not be pay in lieu of taking holidays off.

**Section 3. Holiday Work:** An employee required to work on any of the listed holidays

Shall have the option to take another day off with pay or to be paid double time for work on the holiday.

**Article 13.  
VACATION**

**Section 1. Paid Vacation:** All twelve (12) month employees will receive paid vacation as follows:

<u>Years of Service</u>	<u>Earned</u>
After 1 year	13 days
After 5 years	15 days
After 10 years	18 days
After 15 years	20 days
After 20 years	23 days

Vacation days will be granted on July 1<sup>st</sup> and up to one-half (1/2) the number of days earned per year may be carried over into the following year. An employee who leaves employment shall be paid for any unused accumulation of vacation time at what level he/she was paid in his/her last year of employment. Vacation days may be taken in two (2) hour increments.

**Article 14.  
SICK LEAVE**

**Section 1. Earned Sick Leave:** Twelve (12) month employees who work at least four (4) hours per day shall earn 104 hours of paid sick leave per year, the hours to be granted each July 1<sup>st</sup>. Employees who work more than ten (10) months, but less than twelve (12) months shall earn ninety-six hours of sick leave per year. The hours to be granted September 1<sup>st</sup>. School term employees shall earn seventy hours of paid sick leave per year, the hours to be granted each September 1<sup>st</sup>. Sick leave shall accumulate to a maximum of 1040 hours for ten and 12 month employees and 910 hours for school-term employees. Sick leave will be charged at the rate an employee would have worked on the day they were absent.

**Section 2. New Employee Sick Leave:** Sick leave for new employees shall be prorated on the basis of the remaining scheduled work year and shall be granted as follows: two (2) days on the first day of work, and, one (1) day on the first of each month following, until all days are granted. The days will be based on an employee's hours worked per day.

**Section 3. Family Sick Leave:** Sick leave with pay may be used for personal illness (including health related appointments) whenever a employee's absence is due to the employee's illness or injury which prevented his/her attendance at school and performance of duties on that day or days. An employee may use sick leave benefits for absences due to an illness of or injury to the employees child, adult child, spouse, sibling, parent, grandparent, grandchild, stepparent, or persons living in the employees household for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. Pursuant to Minn. Stat. 181.9413, the School District may limit the use of personal sick leave benefits due to the illness or injury to the

employee's child, adult child, spouse, sibling, parent, grandparent, grandchild, stepparent, or persons living in the employee's household to no less than 160 hours in any 12 month period. Sick leave may be used for a non-relative with the approval of the Superintendent.

Section 4. Sick Leave Recording: Sick leave will be charged by the hour, according to the employee's work hours.

Section 5. Sick Leave Proof: The School District may require an employee to furnish a medical certificate from a qualified physician of the School District's choice. The cost of such examination to be paid by the School District.

Section 6. Severance Sick Leave: Employees hired prior to July 1, 2002, who die, resign or retire from the School District with a minimum of fifteen (15) years of continuous service to the School District shall be paid seventy five percent (75%) of their unused, accumulated sick leave. Such payment shall be at the employee's regular hourly rate of pay at the time of severance. The parties further agree that for THIS purpose the maximum accumulation of sick leave will be one-hundred twenty (120) days.

Section 7. 403(b) Match: Employees hired on or after July 1, 2002, or those that have elected to participate in the 403(b) match plan shall receive a matching contribution by the District of eight hundred-thirty (\$830) per year, to a lifetime maximum contribution by the District of thirteen thousand dollars (\$13,000). Part-time employees will have the District contribution prorated based on the employee's number of regularly scheduled hours per year in relation to full-time hours of 2080.

Section 8. Sick Leave Donation: The employees covered by this agreement shall be allowed to participate in the District's universal sick leave donation plan as negotiated with the teacher's bargaining unit. Changes to the plan shall occur only through negotiations between the teachers and the District.

#### Article 15. INSURANCE

Section 1. Selection: The School District shall sponsor group health, dental and life insurance plans. The selection of the insurance carriers shall be made by the School District. The aggregate level of benefits shall not be reduced from that of the plans currently in place. To qualify for benefits, an employee must work twenty (20) hours or more per week for a minimum of nine (9) months. The School District contribution shall continue through June, July and August for all employees who are returning the following school year. If an employee leaves employment during the school year, the School District contribution ends with the last paycheck issued. If an employee works a full school year and leaves employment, the School District contribution will continue through June, July and August.

Section 2. Health Insurance: The School District shall contribute to the premiums of School District sponsored health insurance plans for the AFSCME bargaining unit participating in said plans in the following manner:

Option 1 – The maximum School District contribution toward a single or family high or low value health plan shall be \$454 per month for 9/10 month employees and \$588 per month for 11/12 month employees for the 2017/18 and 2018/19 school years. Any remaining amount would be placed into a Health Reimbursement Arrangement (HRA) set up in the employee's name per IRS guidelines and regulations. Any premium amount remaining after the District contribution shall be paid by the employee through payroll deduction.

Option 2 – The maximum School District contribution toward a single or family low Low Health Savings Account (HSA) shall be \$454 per month for the 9/10 month employees and \$588 per month for the 11/12 month employees for the 2017/18 and 2018/19 school years. Any amount remaining would be placed into a Health Savings Account (HSA) set up in the employees's name per IRS guidelines and regulations. Any premium amount remaining after the district contribution shall be paid by the employee through payroll deduction.

*Subd. 3: HSA/HRA Payment Schedule:* All employees HSA/HRA savings contributions will be made in the following manner. ½ of the balance will be paid by September 15<sup>th</sup> of each year and the other ½ of the balance will be paid over 20 pay periods beginning September 15<sup>th</sup> and ending June 30<sup>th</sup> of each plan year. All first year employee's HSA/HRA savings contributions will be made on a semi-monthly basis beginning September 15<sup>th</sup> and ending June 30<sup>th</sup> of each plan year.

*Subd. 4: Married Couples:* Married District employees who elect family coverage shall be allowed to combine district contributions toward the premium costs, with any amount remaining into either a Health Savings Account (HSA) or a Health Reimbursement Account (HRA) to the extent permitted by IRS rules and regulations.

Section 3. Disability: All employees shall be eligible to participate in the School District Long Term Disability Insurance plan. The cost of this premium shall be borne by the employee and paid by payroll deduction.

Section 4. Remain in Group: Employees covered by this Agreement will be allowed to remain in the District health insurance group after retirement until age 65. Otherwise, COBRA laws and rights apply and supersede any District policies in effect upon the execution of this Agreement.

Section 5. Insurance Refunds: For the term of this Agreement, any insurance refund to the District from policies covering AFSCME bargaining unit members shall be distributed to the bargaining unit members on a prorated basis of total costs of premium for that member, paid by the District and employee for the year in which a refund occurs. Only employees currently employed during the year a refund occurs are eligible.

**Article 16.**  
**GENERAL PROVISIONS**

**Section 1. Negotiating Committee:** Employees who serve on the Negotiating Committee shall suffer no loss of time or pay when negotiations are held at a time that the employees would be working.

**Section 2. Workers Compensation:** Absence due to injury or illness compensated under Workers Compensation, incurred in the course of employment, shall not be charged against the employee's sick leave days. The District shall pay to such employee the difference between the employee's regular salary and the benefits received under the Minnesota Workers Compensation Act for a period not to exceed one hundred (100) days. Thereafter, the employee may use accumulated sick leave or other paid leave to supplement the Workers Compensation benefit, total compensation not to exceed the amount the employee would normally earn.

The District shall continue health insurance contribution for the employee for a period of six (6) months of a Workers Compensation absence.

**Section 3. Meet and Confer:** Employees will be given two (2) meet and confer dates each year. Employees are responsible for preparing an agenda and giving it to the Superintendent one (1) week in advance of the meeting.

**Section 4. School Cancellation:** In the event of a school closing, due to weather or other emergency, after the beginning of the employee's work day, the employee may leave and shall be paid a minimum of four (4) hours. If the closing occurs prior to the start of the employee's work day, the employee may use a day of vacation or make up the time with the approval from their supervisor. If the employee is already at work and is allowed to stay, they would be paid a minimum of four (4) hours plus the hours actually worked that day not to exceed the employee's normal workday.

**Section 5. Career Increment.** An annual career increment of five hundred-fifty dollars (\$550.00) per year shall be paid to all employees after twenty (20) years of continuous service in the District. All career increments will be paid to the employee by separate paycheck.

**Section 6. School Calendar:** The district will produce a school calendar for the 12 months beginning July 1 – June 30<sup>th</sup> of each year.

**Section 7. Custodial Work Shirts:** Custodians will be provided five (5) shirts upon hire with the school district. Each year thereafter custodians will be provided an additional shirt. Custodians can only wear their work shirts while at work.

**Section 8. Fitness Center Pass:** The School District shall pay the cost of a fitness center membership for all AFSCME employees providing the employee has paid a \$20 key fob deposit.

**Article 17.**  
**RATES OF PAY**

**Section 1. Wages:** The wage schedule shall be included in this Agreement as Appendix I and Appendix II.

**Section 2. Callout:** Employees who are called to work on other than their regular shift shall be compensated at time and one-half (1-1/2x) their regular hourly rate of pay for a minimum of two (2) hours. Calls on a holiday will be compensated at double (2x) time. This section applies only to custodians.

**Section 3. Step Movement:** Employees who work at least fifty percent (50%) of the total scheduled calendar work days for their position, inclusive of paid holidays, and have a satisfactory performance review, will be eligible for a step change beginning the following July 1<sup>st</sup>. If the Employer does not conduct a performance review, the employee will not be denied step movement.

**Section 4. Paychecks:** 9/10 month employees will have the option of being paid over a twelve month period. This must be done by written designation and turned in to the Payroll Manager prior to July 1 of each contract year.

**Section 5. Shift Differential:** The custodian hired into the schedule of Tuesday through Saturday will receive an additional \$.25 cents per hour shift differential from the start to the end of the school year.

**Article 18.**  
**DURATION**

**Section 1. Term of Agreement:** This Agreement shall be effective July 1, 2017, and shall continue in full force and effect until June 30, 2019 and from year to year thereafter unless either party gives notice sixty (60) days prior to the expiration date of a desire to terminate or amend said Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to prohibit the School District from exercising all management rights and prerogative, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

**Section 3. Finality:** Any matter relating to the current Agreement terms, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement, except by mutual agreement between the parties. Items of mutual agreement shall be reduced to writing in a memorandum of understanding and attached to this Agreement.

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

For AFSCME Local #3415  
Name of Exclusive Representative

For Blackduck School District No. 32

Blackduck, MN 56630  
Address

Blackduck, MN 56630  
Address

President

Chairperson

Staff Representative

Clerk

Dated this 17 day of July, 2017.

Dated this 17 day of July, 2017.

**2017/18 SCHOOL YEAR**

**B214**

**B225**

**B225**

<b><u>YRS.</u></b>	<b>H.S. OFF. AIDE/REC.</b>	<b><u>CUSTODIAN</u></b>	<b><u>ELEM. SCRTRY.</u></b>	<b>STUDENT SERVICES</b>
	<b><u>ELEM. OFF. AIDE</u></b>			<b><u>MARSS</u></b>
1	13.14	15.45	15.75	16.36
2	13.74	16.04	16.31	17.23
3	14.30	16.60	16.89	18.39
4	15.18	17.48	18.05	19.25
5	15.45	17.76	18.33	19.53
6	15.75	18.05	18.61	19.82
7	16.04	18.33	18.92	20.11
8	16.31	18.61	19.20	20.41
9	16.60	18.92	19.48	20.68
10	16.89	19.20	19.78	20.97
11	17.19	19.48	20.06	21.26
12	17.48	19.78	20.37	21.55
15	18.05	20.37	20.93	21.89
20	18.33	20.64	21.22	22.51
25	18.61	20.93	21.51	22.71



**2018/19 SCHOOL YEAR**

**B214**

**B225**

**B225**

<b>YRS.</b>	<b>H.S. OFF. AIDE/REC.</b>	<b>STUDENT SERVICES</b>		
	<b><u>ELEM. OFF. AIDE</u></b>	<b><u>CUSTODIAN</u></b>	<b><u>ELEM. SCRTRY.</u></b>	<b><u>MARSS</u></b>
1	13.47	15.84	16.14	16.77
2	14.08	16.44	16.72	17.66
3	14.66	17.02	17.31	18.85
4	15.56	17.92	18.50	19.73
5	15.84	18.20	18.79	20.02
6	16.14	18.50	19.08	20.32
7	16.44	18.79	19.39	20.61
8	16.72	19.08	19.68	20.92
9	17.02	19.39	19.97	21.20
10	17.31	19.68	20.27	21.49
11	17.62	19.97	20.56	21.79
12	17.92	20.27	20.88	22.09
15	18.50	20.88	21.45	22.44
20	18.79	21.16	21.75	23.07
25	19.08	21.45	22.05	23.28

