2017 - **2019**

INDEPENDENT SCHOOL DISTRICT #912

500 HIGHWAY 23 WEST

MILACA, MINNESOTA

CUSTODIAL EMPLOYEES CONTRACT

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ARTICLE I
PURPOSE

Section 1. Parties: This agreement is entered into between the School Board of Independent School District No. 912, Milaca, Minnesota, hereinafter referred to as the SCHOOL BOARD, and Milaca School District Custodial Employees Chapter of Local Union 2889, Milaca, MN, hereinafter referred to as the UNION, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for custodians during the duration of this Agreement.

Section 2. The SCHOOL BOARD and the UNION agree that the purpose for entering into this Agreement is to:

a. establish the foundation for a harmonious and effective labor-management relationship;

b. to provide for a means to peacefully resolve disputes concerning the application or interpretation of this contract.

c. specify the full and complete understanding of the parties; and

d. place in written form the agreement upon terms and conditions of employment for the duration of this contract.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the school board recognizes Milaca School District Custodial Employees Chapter of Local Union 2889, Milaca, MN., as the exclusive representative for custodians employed by the School Board of Independent School District No. 912, 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 thereof including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employee.

Section 2. Description of Appropriate Unit: For the purpose of the agreement, the term custodians shall mean all persons in the appropriate unit employed by the school board in such

classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week or 35% of the work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year.

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

ARTICLE IV
SCHOOL 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 the 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, subject to school board rules, regulations, directive 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 amend 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.

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 the 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 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 right to dues check off. Upon receipt of a properly-executed authorization card of the employee involved, 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 provided by the union. The deduction of dues shall commence 30 working days after initial employment with the Employer, and shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees and start dates from whose wages deductions were made, preferably in an Excel formatted report transmitted electronically or by U.S. mail.

Section 4. The Staff Representative of the union shall be permitted to enter the facilities of the employer whom employees covered by this contract work, provided that the staff representative receives prior approval from the superintendent or building principal and also provided that contract shall not interfere with the work of the employee.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A attached hereto, shall be part of the agreement for the duration of the contract.

Subd. 2. A salary increase is not automatic and is effective only upon affirmative action of the school board. The school board shall give written notice and the reason for such action.

Section 2. Overtime: Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours:

a. All work performed in excess of forty (40) hours in any work week, all work performed in excess of regular scheduled hours in any work day, as authorized by the administration.

b. Any employee called back to work after the employee's regular scheduled work shift has been completed and the employee has vacated the premises for one-half (1/2) hour or more, shall be paid for a minimum of two (2) hours at time and one-half rates, as authorized by the administration.

c. Employees required to work on any **paid** holiday **or Sunday** shall receive double time (2X).

d. Employees requesting overtime during the evening shift are to call the Superintendent for approval.

Section 3. Building Checks: All weekend and holiday building checks **outside of scheduled workweek hours** shall be handled by custodians with required licensure (i.e. Chief Boiler, 1st Class Boiler, Pool Certification, etc.). Building check assignments will be made in the following order: Head Custodian, Maintenance Technician, then others as determined by the **supervising administrator**. Custodians shall check **the** building(s) with an allowance of **three (3)** hours at double time (2X) pay per check. Building checks will be made once each day that custodians are not on duty except in the case of extreme cold weather (-10 F or colder) when checks will be made twice per day at approximately 8-10 hour intervals.

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the school board upon recommendation of a school insurance committee appointed by the board.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The school board shall contribute a sum not to exceed **$5,746** for the **2017-2018** fiscal year **and $6,002 for the 2018-2019 fiscal year** toward the premium cost for individual coverage for each full-time employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan. Any additional cost for the premium shall be borne by the employee and paid by payroll deduction. Should a qualified employee not elect health insurance until later in a given year or stop electing the health insurance during a given year, the board contribution toward the health insurance coverage will be prorated based on the number of months the employee will have the health insurance coverage.

Subd. 2.Family Coverage: The school board shall contribute the sum of **$5,746** for the **2017-2018** fiscal year **and $6,002 for the 2018-2019 fiscal year** for each full-time employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan and who qualifies for family coverage. If

husband and wife are employed in the school district, the sum provided by the board shall not exceed full coverage premium for family insurance. Should a qualified employee not elect health insurance until later in a given year or stop electing the health insurance during a given year, the board contribution toward the health insurance coverage will be prorated based on the number of months the employee will have the health insurance coverage.

Section 3. Dental Insurance: The School District shall contribute the sum of $150 beginning with 2016-17 school year for each employee. This sum is not to exceed the full-coverage premium for those who qualify and are enrolled in the school district's dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deductions.

Section 4. Claims Against the School District: 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 benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: An employee is eligible for the school board contributions as provided in this article as long as the employee is employed by the school board. Upon termination of employment, all board participation and contributions shall cease, effective on the last working day. The employee shall have the option of continuing the insurance coverage up to eighteen months provided that the employee will pay the insurance premium following termination.

Section 6. Health Examination: A physical exam shall be required of all personnel as a pre-requisite to employment in School District #912. The cost will be assumed by the employer. The board, from time to time, may require employee to furnish a certificate of good health from a licensed physician of the board's choosing. If the report of the physician shows that the employee is physically or mentally unable to continue working, the board may terminate said employee. The board will assume the cost. The usual mantoux test/X-ray shall be required by law, with the cost assumed by the school district.

Section 7. Employees retiring from District #912 may be allowed to continue in the group health plan at their own expense. If an employee who has retired from District #912 takes employment with another company or governmental body, that employee must take insurance from that company or governmental body, if eligible.

Section 8. Short Hour Employees: Short hour employees will be eligible for the employer contribution on a pro-rata basis according to board policy.

Section 9. Life Insurance: The school district shall provide $25,000 Term Life Insurance Plan for each qualifying employee.

Section 10.. Long-Term Disability Insurance: The school district shall provide long-term disability insurance for each full-time employee. Benefits shall be payable upon the ninetieth

(90) calendar day of disability at two-thirds (2/3) of the annual salary, payable until retirement or death.

ARTICLE VIII
LEAVE OF ABSENCE

Section 1. Absence Due to Illness, Death in the Family and Emergencies:

Subd. 1. Sick leave without loss of pay shall be allowed by the school district whenever a custodial employee absence is found to have been due to the employee's illness and/or disability or illness in the immediate family. For purposes of Section 1, immediate family shall include spouse, children, step children or others living in employee's household and/or for whom the employee is guardian or conservator.

Subd. 2 Sick leave in this section shall also be allowed to employees due to serious illness in their family. Family in this section is defined as spouse, children, parents of employee, ~~brother,~~ parents of the employee's spouse, step-children, siblings, grandchildren, grandparents, brother, sister, brother/sister-in-law, and/or people for whom the employee is guardian or conservator.

Subd. 3 Sick leave shall be earned at the rate of one (1) day per ~~each~~ month of service in the employment of the school district and shall be prorated based on the number of hours per week worked. Annual sick leave shall accrue monthly as it is earned. Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of per employee.

Subd.4 The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the school district. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Unused sick leave days above the maximum as of June 30 of each year will be eligible to receive a matching contribution of $65 per unused day into the employee's 403(b) plan. This contribution will only be contributed if the employee matches the amount with an equal or greater amount into his/her 403(b) plan. This contribution will not count against lifetime maximum contributions by the District to the employee's 403(b) plan.

Subd. 6 Bereavement: Up to three (3) paid days leave shall be allowed, the days not deducted from sick leave for death in the employee's immediate family. An additional two (2) days may be taken, if needed, the days to be deducted from sick leave. The specific amount of leave allowed is subject to the discretion of the supervising administrator, or his/her designee depending on the circumstances. Immediate family is defined as the spouse, child, step child, parent, grandparent, grandchild, sibling, sister/brother in law, son/daughter in law, parent of spouse, niece, nephew, aunt, uncle, or member of immediate household. Absence is to be reported to the supervising administrator prior to the regular check-in time. One day of

bereavement leave may be taken for others not identified as immediate family to be deducted from sick leave.

Section 2. Union Leave:

Sixteen (16) hours per year will be granted for Union Leave the use to be determined by the Steward(s) of the unit. The District will bill the union for the cost of the substitute if a substitute is needed. Application for Union Leave must be submitted to the Superintendent five (5) days prior to the leave except in case of emergency.

Section 3. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the school district, under provisions of the Worker's Compensation Act, the school district will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay if requested by the employee to use vacation pay.

Subd. 2. 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 worker's compensation.

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act may elect to receive sick leave or vacation pay. The employee will notify the district of this election. If an overpayment between the employee's district check and worker's compensation check is determined to have taken place, the district will recover the overpayment amount by working with the employee to determine a reasonable repayment schedule.

Section 4. Paid Leaves:

Subd. 1. Jury Duty: An employee under this contract shall be granted a leave of absence for service on a jury. The employee shall be compensated the difference in the employee's regular pay and that received for such jury duty, by the employer. If the employee reports for jury duty and is subsequently excused from such duty, the employee shall return to the employee's regular work. The employee is not required to return to work if absent for jury duty for more than one-half of his/her scheduled work day. In the event any employee scheduled to work the evening shift and required to be on jury duty during the day shift, such employee will not be required to report for their evening shift

and will not suffer any loss of pay if the employee provides court signed documentation of a minimum of four (4) hours of required attendance.

Subd. 2. Required Instruction: In the event an employee is required or requested by the employer to attend any class or school of instruction for the purpose of keeping abreast of new technology required in the employee's position, the employee shall be granted sufficient time off without loss of time or pay. Any expense incurred by the employee such as, but not limited to, travel, meals, housing or tuition, shall be paid by the school district upon proper receipts.

Subd. 3. Personal/Business Leave: Three (3) days of personal leave per year, the days not to be deducted from sick leave. All three days may be taken at the employee's discretion. Personal leave will not be approved for absence resulting from weather conditions and their effect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing two (2) days in advance when possible. In the event that personal leave is used for a funeral, the two day notice for use of personal leave does not apply. Custodians may carry over two (2) days for a maximum of five (5) personal leave days in one (1) contract year. At the end of the school year the school district will pay for up to two (2) days of unused personal leave at the rate of $50.00 per day. Custodians shall notify the District Office in writing, by July 1st if they want to be paid for the two (2) unused personal days. Payment will be made on the last pay period of July.

Personal leave may not be used the first week of school for students and the last five (5) student contact days of the school year, except in the case of an emergency. No more than two (2) custodians may be on personal leave from the district at any one time, unless there is an emergency or unforeseen circumstance.

Section 5. Unpaid Leaves:

Subd. 1. Extended Leave: An employee may be granted a leave of absence without pay for a period not to exceed twelve (12) months for mental or physical illness.

After five years service, an employee may apply to the school board for a leave of absence of up to one year. Such leave, if granted, shall be without pay or benefits. Application for the leave shall be made at least 60 days before the starting date and notification of intention to return from a full one year leave shall be made at least 90 days prior to the return date. Notification to return from leaves of less than one year shall be proportional to the one year; i.e. a six-month leave shall require 45 days notification of intention to return. An employee on leave who does not provide proper notice of intention to return will automatically be terminated as a voluntary resignation. Upon return, employees shall be reinstated to their original position or one of like status and pay. Only one employee may be on extended leave at any one time.

Subd. 2. An employee may be granted an unpaid leave of absence at the discretion of the school district of no more than ten days per year, non accumulative. Requests for unpaid leave must be made in writing to the superintendent of schools at least five days in advance. The request shall state the reason for the proposed leave. The school district

reserves the right to refuse to grant such leave if under the circumstances involved such leave should not be granted. All leaves must have prior approval.

Subd. 3. Military Leave: Any employee who enters into service in the Armed Forces of the United States while in the service of the school district, may be granted a leave of absence without pay for the period of military service.

Section 6. Maternity Leave: District #912 shall grant a maternity leave to any custodian who makes a written application for such leave.

Subd. 1. Upon learning of her pregnancy, the custodian shall submit her written application for maternity leave to District #912 three months prior to such leave.

Subd. 2. Maternity leave will commence at a date to be agreed upon between District #912 and the pregnant custodian. District #912 may require a statement from the custodian's physician for use in determining the date for initiating maternity leave and the duration of such leave.

Subd. 3. District #912 agrees to give the custodian up to 12-months maternity leave. The custodian may use sick leave for days when sick or disabled during the maternity leave.

Subd. 4. Following childbirth, and upon signifying her intent to return to work within the 12-months leave period, the custodian shall be reinstated to her original job or to a position of like status and pay.

A custodian on maternity 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 custodian wishes to retain, commencing with the beginning of the maternity leave. The right to continue participation in such group insurance programs, however, will terminate if the custodian does not return to the district pursuant to this section.

Subd. 5. Leave under this section shall be without pay except as indicated for sickness or disability. Fringe benefits may continue at the option and expense of the custodian.

Subdv. 6 Fathers may use up to two (2) days of paid sick leave, to be deducted from their accumulated sick leave, surrounding the birth of their infant to care for their infant and the mother of their infant

Section 7. Child Care Leave:

Subd. 1. A child care leave may be granted by the school district subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the custodian for an extended period of time.

Subd. 2. A custodian making application for child care leave shall inform the Superintendent in writing of intention to take leave, at least three calendar months before commencement of the intended leave, except in cases of emergency.

Subd. 3. In making a determination concerning the commencement and duration of a child care leave, the school board shall not, in any event, be required to:
1. Grant any leave more than twelve (12) months in duration.
2. Permit the custodian to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 4. Failure of the custodian to return pursuant to the date determined under this section shall constitute grounds for termination unless the school district and the custodian mutually agree to an extension in the leave.

Subd. 5. A custodian 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 commencement of the beginning of the leave. The custodian shall not accrue additional credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 6. A custodian 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 custodian 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 custodian does not return to the district pursuant to this section.

Subd. 7. Leave under this section shall be without pay or fringe benefits.

Section 8. Family Medical Leave Act of 1993, (or as amended by Federal Law)
FMLA requires covered employers to provide up to 12 weeks of unpaid job protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least a year, and for 1,250 hours over the previous twelve (12) months, if there are at least 50 employees within 75 miles.

Subd 1. Reasons for Taking Leave: Unpaid leave must be granted for any of the following reasons:
- to care for the employee's child after birth, or placement for adoption or foster care
- to care for the employee's spouse, son or daughter, or parents, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Subd. 2. Advance Notice and Medical Certification: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met. The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable". An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Subd. 3. Job Benefits and Protection: For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "Group Health Plan". Upon the return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Subd. 4. Unlawful Acts of Employers: FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA or to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Subd. 5. Enforcement: The U.S. Department of Labor is authorized to investigate and resolve complaints of violations. An eligible employee may bring a civil action against an employer for violations. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or Local law or collective bargaining agreement which provides greater family or medical leave rights.

ARTICLE IX
HOURS OF SERVICE

Section 1. Basic Work Week: The regular hours of work each week for full-time employees shall be forty (40) hours, within any consecutive five (5) days of the week, Monday through Saturday. Saturday or Sunday hours shall be offered based on seniority provided they are Class II or higher, unless certification or licensure is required (as determined by the head custodian or district administration). If senior employees do not accept the hours, those hours will be assigned to the least senior non-probationary person. Building and grounds personnel shall be eligible at the discretion of the head custodian.

Section 2. Part-Time Employees: The school board reserves the right to employ such personnel as it deems desirable or necessary on a temporary, casual, or part-time basis; however, if the position is a permanent full-time position, a full-time employee will be hired to fill that position as soon as feasible (full-time according to Article III, Section 2).

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the school administration. With prior approval of the School Board

Representative, a night shift employee may alter his/her work schedule to work the day shift for any work day that school is not in session. The district will make considerable effort to schedule all employees into the winter, spring and summer breaks as only day shift but they would all be without shift differential during these day hours.

Section 4. Lunch Period: Employees shall be provided a duty-free lunch period of at least 30 minutes. Head custodians shall remain in the building during their lunch period in the interest of the safety of the students and staff.

Section 5. All full-time employees work schedules may provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever feasible. Part-time employees rest periods may be provided on a pro-rata basis.

Section 6. The school district agrees to post work schedules on custodian bulletin boards showing the employee's shifts, work days and work hours. The school district retains the authority to make changes in permanent work schedules with one week's notice.

Section 7. Part-time custodians shall have first priority over called-in subs to substitute for vacant shifts within their class which would provide increased hours. If there is more than one part time custodians, preference for the additional hours will be given to the more senior of the part time custodians.

Section 8. The district will provide one-week notice for temporary schedule changes due to district staffing needs.

ARTICLE X
HOLIDAYS

Section 1. Eleven (11) days during a calendar year shall be observed and considered as paid holidays for all full-time employees. These days shall be:

New Year's Day	Memorial Day	Thanksgiving Friday
President's Day (provided school is not in session)	Independence Day	Christmas Eve Day
	Labor Day	Christmas Day
Friday before Easter	Thanksgiving Day	New Year's Eve Day

Section 2. For paid holidays that land on a Saturday or a Sunday, the District will determine the designated paid holiday dates when calendars are developed and approved. Regular part-time employees shall receive pay for these holidays on a pro-rata basis based upon hours scheduled by the superintendent.

Section 3. When one of the above holidays fall during an employee's vacation leave, such holiday shall not be charged against such leave.

ARTICLE XI
VACATION

Section 1.

Subd. 1 All full-time and part-time employees shall be granted an annual paid vacation leave for the period specified below upon the following requirements:
After twelve (12) months service: ten (10) working days, five (5) working days of which may be taken after six months of service.

Subd. 2 After five (5) years service: one (1) more working day per twelve (12) months of service to a maximum of twenty (20) working days. Employees will be credited with the extra day(s) on July 1 of the fiscal year in which the day would be earned. Example: Hire date of August 15, 1993 (5th year of service is August 15, 1998) receives eleven (11) days vacation credited July 1, 1998 (fiscal year 1998-99). Hire date of May 20, 1994 (5th year of service is May 20, 1999) receives eleven (11) days vacation credited July 1, 1998 (fiscal year 1998-99). Regularly scheduled part-time employees shall be granted an annual paid vacation leave on a pro-rata basis.

Section 2. The rate of vacation leave pay shall be the employee's regular straight time rate in effect on the pay day immediately preceding the employee's vacation leave period. Vacation will be accrued on paychecks as earned. On June 30th of each year, employees shall be allowed to carry over up to 8 days vacation.

Section 3. Vacation time must have prior approval from administration. Vacation leave can be used any time during the fiscal school year with the following exception. While school is in session, a maximum of eleven (11) days per employee may be taken with a maximum of one employee per building on vacation at any one time. Vacation leave may be used at the employee's discretion.

Section 4. No employee shall be permitted to waive vacation leave for the purpose of receiving double pay.

Section 5. After twelve (12) months service, any employee leaving school employment shall be paid for all accrued vacation leave to the employee's credit.

ARTICLE XII
WAGE ADMINISTRATION

Section 1. Paychecks will be distributed semi-monthly in twenty four (24) pay periods. The District will publish pay dates prior to the start of each fiscal year.

Section 2. Movement from one step to another on the salary schedule shall occur retroactive to the employee's anniversary date of hire.

ARTICLE XIII
SENIORITY/PROBATION/TRIAL/LAY OFF/OUT OF CLASS PAY

Section 1. Seniority

Subd. 1. Seniority is defined as the employee's length of continuous service with the school district. Continuous service shall be broken only by voluntary resignation, dismissal for cause, or being absent without notification for a period of five (5) working days. Any employee who is found to have been unjustly suspended or terminated shall not suffer a break in seniority. Absence due to service in any branch of the Armed Forces shall not constitute a break in seniority.

Subd. 2 Employee seniority shall mean total length of continuous service with the school district. A new employee hired shall be considered a probationary employee for the first twelve (12) months of employment. When an employee finishes the probationary period, the employee shall be entered on the seniority list of the school district and shall rank in seniority from the employee's date of hire. The seniority list on the date of this contract shall show the name and job title of all employees. The school district shall keep the seniority list up-to-date at all times and will provide the union with an up-to-date copy annually, said copy to include the names of probationary employees.

Section 2. Probationary Period:

Subd. 1. A newly hired employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service from the initial date of hire in the school district during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Subd. 2 An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 3 Trial Period:

Subd. 1 The employee who is promoted, transferred, or made a shift change shall be granted a thirty (30) day trial period to determine 1) the employee's ability to perform the job requirements, and 2) the employee's desire to remain in the position. During the thirty-day trial period, the employee shall have the opportunity to revert back to the employee's former position. If seniority is by-passed or, if the employee is deemed unsatisfactory in the position, notice and reasons in writing shall be submitted to the employee. The matter may then become a proper subject for the grievance procedure. During the trial period, the employee shall receive the rate of pay of the position the employee is filling.

Subd. 2 In the promotion, lateral transfer, and shift change of employees, consideration will first be given to the employees qualifications, and second, seniority. Qualifications shall mean skills, experience, training, certifications and ability to perform required tasks.

Section 4. Out of Class Pay: Custodial employees who are working in a higher-paid position than their normal position shall be paid at the higher rate beginning with the first (1st) day of work in the higher paying position.

Section 5. Vacancies: Vacancies shall be posted on bulletin boards located in the elementary office, high school office and District Office for a period of five (5) working days. An employee who desires to be considered shall submit a written application to the Superintendent. Internal applicants submitting a completed application will be interviewed. The Employer has the right of final decision in the selection of applicants to fill posted positions. At the expiration of the posting period, the school district may fill the position from among the applicants or any available source.

Section 6. Lay Off: In the event of lay off, the employee or employees with the least seniority on the school district list shall be laid off first. If a license is preferred for the position, then the employee or employees with the least seniority on the school district list without a license shall be laid off first, followed by the employee or employees with the least seniority on the school district list with the preferred license. Any employee on lay off may avail themselves of any compensation available through Minnesota Statutes prevailing. Recall back to work shall be in the inverse order of lay off. Any employee on lay off shall have recall rights for eighteen (18) months.

ARTICLE XIV
DISCIPLINE

Section 1: Disciplinary Action: The employer shall have the right to impose disciplinary actions on employees for just cause.

1. Oral reprimand
2. Written reprimand
3. Suspension(s) without pay
4. Discharge

Subd. 1. The severity of discipline chosen by the School District shall be commensurate to the seriousness of the person's misconduct and will normally take the course of 1, 2, 3, 4.

Subd. 2. Written disciplinary action will become part of the employee's file and will be provided to the employee. There will be a line on the communication indicating "receipt acknowledged without consent to content" located by the signature of the employee. The employee may respond in writing and have the response filed along with the written disciplinary action.

Subd. 3. Employee may request the steward or other union representative to sit in on disciplinary meetings.

Subd. 4. Employees will be entitled to an informal hearing before the Board of Education or a subcommittee for suspensions or discharges with union representation, if so requested by the employee.

Subd. 5. Disciplinary action is subject to review through the grievance procedure, subject to the provisions of Minnesota Statute.

ARTICLE XV
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 the employee's behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time period in this procedure shall refer to working days. A working day is defined as all weekdays 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 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 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 employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the 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 ten (10) 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 full board or a committee of the school board, provided such appeal is made in writing within five (5) days after receipt of the decision of Level II. The grievant may choose the full board or the committee and will indicate his/her preference in the appeal document. If a grievance is properly appealed to the school board, the school board shall hear the grievance at its next regularly scheduled meeting. If the grievance is appealed to a committee of the board, a meeting date will be mutually agreed on. Within fifteen (15) days after the meeting, the school board or committee of the board shall issue its decision in writing to the parties involved.

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 within ten (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 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 appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request from the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau providing such a request is made within sixty (60) days after the request for arbitration.
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 the coin. Failure to agree upon an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

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 denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expense in connection with arbitration including expense 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, 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. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before 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 not limited to such areas of discretion or policy as the function 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 XVI
PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and interrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term 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 is provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XVII
LONGEVITY BENEFIT PLAN

To encourage and reward career employment with the Independent School District No. 912, the following Longevity Benefit Plan shall be effective for all employees hired on or before 7/1/98. To be eligible, an employee shall have had continuous service with the school district since his last date of hire. Payment of this benefit shall be made in the first payroll period each December.

Longevity to be prorated if employee retires, to be paid on a date chosen by the employee within the contract year.

a) Starting with the custodian's fifth (5th) year,
the custodian shall receive $235 per year.
b) Starting with the custodian's eleventh (11th) year,
the custodian shall receive $295 per year;
c) Starting with the custodian's sixteenth (16th) year,
the custodian shall receive $345 per year;
d) Starting with the custodian's twenty-first (21st) year,
the custodian shall receive $385 per year;
e) Starting with the custodian's twenty-sixth (26th) year,
the custodian shall receive $435 per year.

ARTICLE XVIII
DEFERRED COMPENSATION MATCHING PLAN

Section 1. Employees are eligible for up to a **$14,000** match. Upon severing employment with the district, if the employee has completed at least 15 years of service and is at least 55 years of age and the employee has not depleted the entire **$14,000** district match he/she will receive the difference in a lump sum pay out.

Section 2. District #912 will match employees with the following rates of contribution:

i. 1-3 years service in the district	No Match
ii. 4-10 years service in the District	$400/year
iii. 11-20 years service in the District	$850/year
iv. 21+ years service in the District	$1,100/year
v. Maximum lifetime District contribution	**$14,000**

ARTICLE XIX
DURATION

Section 1. Term and Reopening Negotiations: This agreement 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 and regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

This 16 day of Oct **2017**.

IND. SCHOOL DISTRICT NO. 912
MILACA, MINNESOTA

CHAIRMAN

CLERK

SUPERINTENDENT

CUSTODIAL EMPLOYEES, CHAPTER,
LOCAL UNION 2889

PRESIDENT

SECRETARY-TREASURER

STAFF REPRESENTATIVE

STAFF REPRESENTATIVE

It is the policy of School District #912 not to discriminate on the basis of sex in its educational programs, activities or employment policies as required by Title IX of the 1972 Education Amendments. Inquiries regarding compliance with Title IX may be directed to Tim Truebenbach, Superintendent, or the Director of the Office for Civil Rights, Department of Health, Education and Welfare, Washington, DC

SCHEDULE A

2017 - 2018

		Class 1	Class 2	Class 3	Class 4	Class 5
1st	**Step**	**$11.40**	**$16.34**	**$17.45**	**$18.01**	**$18.56**
2nd	**Step**	**$12.71**	**$17.06**	**$18.19**	**$18.73**	**$19.28**
3rd	**Step**	**$14.03**	**$17.82**	**$18.92**	**$19.48**	**$20.04**
4th	**Step**	**$14.80**	**$18.61**	**$19.70**	**$20.30**	**$20.83**
5th	**Step**	**$15.56**	**$19.43**	**$20.54**	**$21.10**	**$21.65**
6th	**Step**	**$16.32**	**$20.32**	**$21.41**	**$21.97**	**$22.51**

2018 - 2019

		Class 1	Class 2	Class 3	Class 4	Class 5
1st	**Step**	**$11.82**	**$16.76**	**$17.87**	**$18.43**	**$18.98**
2nd	**Step**	**$13.13**	**$17.48**	**$18.61**	**$19.15**	**$19.70**
3rd	**Step**	**$14.45**	**$18.24**	**$19.34**	**$19.90**	**$20.46**
4th	**Step**	**$15.22**	**$19.03**	**$20.12**	**$20.72**	**$21.25**
5th	**Step**	**$15.98**	**$19.85**	**$20.96**	**$21.52**	**$22.07**
6th	**Step**	**$16.74**	**$20.74**	**$21.83**	**$22.39**	**$22.93**

Class 1: Cleaner
Class 2: Custodian
Class 3: Building and Grounds and Night Lead
Class 4: Maintenance Technician
Class 5: Head Custodian

SUPPLEMENTAL SALARY **2017-2019**

DIFFERENTIAL PAY:

A shift differential of $.50/hour will be paid to all Class 1 and Class 2 employees **working a majority of their assigned shift after 2:00 p.m. This shift is based on a standard 8 hour shift.**

UNIFORM ALLOWANCE:

The district shall provide each current employee with $175 per year for uniform purchases (shirts, pants, and shoes) approved by the Building and Grounds Facility manager and/or designee. The employee shall provide an invoice/receipt to the district to receive this reimbursement.

LICENSURE:

The District will pay for the procurement and renewal of licenses.

MILACA PUBLIC SCHOOLS

500 Highway 23 West, Milaca, MN 56353

ADMINISTRATION
Jerry Hansen
Superintendent

Troy Anderson
High School Principal

Damian Patnode
High School Assistant Principal

Steve Voxbell
Elementary Principal

Jeff Meyer
Elementary Assistant Principal

Scott Nelson
Business Manager

Jerry Westphal
Activities Director

Mandy Zens
Food Service Director

BOARD MEMBERS
Pat Nelson
Chairperson

Jeff Larson
Vice-Chairperson

Todd Quaintance
Treasurer

Aimee Stauffer
Clerk

Jody Chambers
Director

Mark Herring
Director

Judy Pearson
Director

NOTIFICATON OF INTENT TO BREAK PAST PRACTICE
JUNE 26, 2012

Effective with the 2012-2013 Agreement, the District's past practice of automatically hiring a substitute when an employee is absent for a partial or complete day shall end. District personnel will determine if a substitute is needed for an absent employee.

Jerry Hansen
Superintendent of Schools

Jeff Larson
School Board Chair

Equal Opportunity Employer

District Office
Phone: 320-982-7210
Fax: 320-982-7179

High School
Phone: 320-982-7206
Fax: 320-983-3566

Elementary School
Phone: 320-982-7301
Fax: 320-982-7178