

# AGREEMENT

## CUSTODIANS AND GROUNDSKEEPER

### ARTICLE I PURPOSE

SECTION 1. PARTIES: THIS AGREEMENT is entered into between Independent School District No. 314, Braham, Minnesota, hereinafter referred to as the School District, and the School Service Employees, Local #284, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for the Custodial/Groundskeeper Bargaining Unit during the duration of this Agreement.

### ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes School Service Employees, Local #284, as the exclusive representative for the Custodial/Groundskeeper Bargaining Unit employed by the School District, which exclusive representative shall have those rights and duties as prescribed by 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 School District contained in the appropriate unit as defined in Article III, Section 2. of this Agreement and P.E.L.R.A. and in certification by the Commissioner of the Mediation Services, if any.

### ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term “terms and conditions of employment,” means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees, and the employer’s personnel policies affecting the working conditions of the employees. The terms are subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term “Custodial/ Groundskeeper Bargaining Unit,” shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees’ bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term, “School District,” shall mean the School Board or its designated representative.

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

Section 5. Full Time Employee: An employee working 40 hours per week, 52 weeks per year. Any employee working less than full time will have all benefits prorated.

#### **ARTICLE IV SCHOOL DISTRICT RIGHTS**

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the School District.

#### **ARTICLE V EMPLOYEE RIGHTS**

Section 1. Right to Views: Nothing contained in the Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not 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: Pursuant to P.E.L.R.A., 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.

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, pursuant to P.E.L.R.A. Upon receipt of a properly

executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization.

Section 4. Fair Share Fee: In accordance with P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the School District and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner of Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 5. Union Business:

Subd. 1. The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting union business up to five (5) days per calendar year, however, these days shall not be used for negotiations, mediation or contract arbitration of any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate for the substitute, if any, required to perform the duties of the employee conducting union business. Each subsequent day used for union business each year should be billed to the union at the full daily pay rate of the absent employee for each day of absence. These days are to be requested and authorized by the union.

Subd. 2. The School District shall not deduct the pay of Union members for negotiation, mediation or arbitration of any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate of pay for each individual. These days are to be requested and authorized by the union.

Subd. 3. The Union will notify the District at least three calendar days in advance.

**ARTICLE VI  
DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD**

Section 1. Probationary Period: Under the provisions of this Agreement, an employee shall serve a probationary period of six (6) months of continuous service 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.

Section 2. Probationary Period: Change of Classification: In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. The employee shall have the same right to return to his/her former classification within the three (3) month period.

Section 3. Completion of Probationary Period: 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. A non-probationary employee shall be disciplined or discharged only for just cause. Progressive discipline shall normally be administered in the following manner:

- A. Verbal warning.
- B. Written warning.
- C. Suspension.
- D. Discharge for just cause.

Cause for immediate discharge or suspension will be:

- (a) Immoral conduct, insubordination, or conviction of a felony;
- (b) Gross inefficiency which the employee has failed to correct after reasonable written notice;
- (c) Willful neglect of duty; or
- (d) Continuing physical or mental disability subsequent to a twelve months leave of absence and inability to qualify for reinstatement in accordance with M.S. 122A.40, Subd. 12.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the position of the employee in the School Board minutes.

## **ARTICLE VII HEAD CUSTODIAN RESPONSIBILITY**

The head custodian in each building shall be responsible for the overall cleanliness and condition of the building. If the building shows signs of improper attention, as shown by a series of evaluations, the head custodian's stipend shall be withheld for a period of at least three (3) months. At the end of the three month period, a review shall be made by the School District to determine whether or not to reinstate the stipend.

In order to provide the necessary authority for the head custodian to exercise leadership, the Superintendent may suspend, without pay, employees who are responsible to the head custodian for work that contributes to the improper condition of the building.

**ARTICLE VIII  
HOLIDAYS**

Section 1. Paid Holidays: Twelve (12) paid holidays will be observed annually to coincide with the school calendar. Any legal holiday which falls within an employee's vacation period shall not count as a vacation day, providing it is a day normally worked. Time and one-half (1 1/2) shall be paid for all work on the legal holidays listed below:

Christmas Eve Day	Memorial Day
Christmas Day	July 4th
New Year's Day	Labor Day
Good Friday	Thanksgiving Day
(if a school holiday)	Day after Thanksgiving

Subd. 1. Employees with less than 12 months of employment in any given contract year shall be deemed to have earned one paid holiday for each full month of employment.

Section 2. Non-Working Day: In the event these holidays fall on a non-working day, the employees will be allowed a working day as a holiday at the designation of the School District. The 10th, 11th and 12th holidays will be selected by the employee, shall fall on non-student contact days, and shall be submitted to the School District by July 1 on each contract year.

Section 3. Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before or after the holiday unless on an excused leave or on vacation under these provisions.

**ARTICLE IX  
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Sick leave allowance will be cumulative at the rate of one day per month of work. In addition to personal illness of the employee, sick leave may be used in case of illness in the immediate family. Immediate family includes only: wife, husband, children, sisters, brothers, parents, father-in-law, mother-in-law. Sick leave will be cumulative to the maximum number of 135 days.

Subd. 2. In each absence covered by sick leave when the absence exceeds two (2) days in succession or in a habitual pattern the employee shall provide to the School District a statement in writing of illness from a medical doctor upon request.

Section 2. Leave of Absence: To comply with the requirements of PERA, for any employee covered by this Agreement whose accumulated sick leave is entirely used and who is not eligible to return to his/her normal duties because of illness, the School Board will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action.

Section 3. Medical Leave:

Subd. 1. An employee, who has completed the initial probationary period is unable to perform duties because of illness or injury, and has exhausted all sick leave credit available or has become eligible for long term disability compensation may, upon written request, be granted a medical leave of absence, without pay, up to twelve (12) months. This leave may be renewed at the discretion of the School Board.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 4. Personal Leave: Three (3) days of personal leave will be allowed to be deducted from sick leave, if arranged for three days in advance, except in cases of emergency. Personal leave is not cumulative.

Section 5. Bereavement Leave: Each employee will be allowed up to five (5) days for the death of a spouse, child, mother, father, stepchild, mother-in-law, father-in-law, sister, brother, and in-laws of the same degree, and up to two (2) days for the death of an aunt, uncle, grandparent, grandchild. Days used for bereavement leave will be granted upon written request of the employee. Days used for bereavement will be deducted from sick leave.

## **ARTICLE X VACATION**

Section 1. Eligibility: This article shall apply to employees who are regularly employed on a twelve (12) month basis.

Section 2. Earned Vacation: Employees under these provisions shall accrue vacation and be granted a vacation period during the summer months on the following basis:

- After one (1) year of consecutive employment - two (2) weeks.
- After four (4) year of consecutive employment - two (2) weeks one (1) day.
- After five (5) year of consecutive employment - two (2) weeks two (2) days.
- After six (6) year of consecutive employment - two (2) weeks three (3) days.
- After seven (7) year of consecutive employment - two (2) weeks (4) days.
- After eight (8) years of consecutive employment - three (3) weeks.
- During the ninth (9th) year and thereafter, each employee shall receive one (1) additional day of vacation for each year of service to a maximum of four (4) weeks.

Vacation is not cumulative. Employees with two (2) weeks of vacation or more may split one week, one day at a time during the summer months.

Section 3. Application:

Subd. 1. Vacation shall be determined as of July 1 of each year. New employees hired between January 1 and June 30 are not eligible for vacation as a matter of right until July 1 of the following calendar year, when they would have been deemed to have completed their first year of consecutive employment. New employees hired between July 1 and December 31 will be deemed to have completed one year of consecutive employment on July 1 of the calendar year following their hiring.

Subd. 2. If the employee resigns before completing a full year of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the prorata for unused vacation time provided such employee provides the school district with at least two (2) weeks advance notice of the resignation time.

Subd. 3. Employees with nine (9) years of service with the School District shall be entitled to take up to five (5) days of vacation during the school year, at the discretion of the Superintendent, with a minimum of two (2) weeks' written notice. It is understood that a maximum of 50% of the employees per building may

be out on "School Year Leave" at one time. The scheduling of all vacation time shall be determined by the School District. Groundskeepers shall be allowed to take vacation days during the school year, at the discretion of the Superintendent, with a minimum of two (2) weeks written notice.

## **ARTICLE XI FRINGE BENEFITS**

### Section 1. Insurance Fringe Benefit Allocations:

Subd. 1. Each full-time employee will be allocated \$5,900 for 2007-2008 and \$6,100 for 2008-2009 for use in purchasing fringe benefits. Part-time employees who are eligible for the group health and hospitalization insurance plan shall receive a pro-rated annual amount. Said allocation will commence on Oct. 1 of each year.

Subd. 2. The School District must notify employees at least 30 days prior to the benefit open enrollment period. Employees will have 10 working days to choose a benefits package.

Subd. 3. If an employee purchases insurance fringe benefits under this article, which results in monthly premium charges greater than the amount allocated to the employee's account pursuant to Section 1. Subd. 1. above, any cost in excess of the employee's annual allocation shall be borne by the employee and paid by payroll deduction.

Subd. 4. An employee will receive as additional salary any money which was not charged against the employee's account for the purposes of fringe benefit purchases in accordance with Subd. 1 & 2 above. Employees will receive this money in two payments - one in December and one in May.

Subd. 5. The allocation to employees for the purposes of purchasing insurance fringe benefits under Subd. 1 above shall cease on the first day of the month following termination of employment.

Subd. 6. Reductions in benefits shall be governed by appropriate statutes.

### Section 2. Benefit Options

Subd. 1. Health and Hospitalization Insurance - The School District shall provide individual coverage for all eligible employees as per the insurance specifications.

Subd. 2. Income Protection and Long Term Disability - Income Protection shall be provided in the basic contract. Eligibility shall be as per the income protection/long term disability policy.

Subd. 3. Life Insurance - The School District shall provide a group term life insurance policy covering all eligible employees in the amount of \$30,000.

Subd. 4. If any employee purchases insurance fringe benefits under this article, which results in monthly premium charges greater than the amount allocated to the employee's account pursuant to Subds. 1, 2 & 3, any cost in excess of the employee's annual allocation shall be borne by the employee and paid by payroll deduction.

Section 3. Hospitalization/Income Protection/Life Insurance: Claims Against the School District: It is understood that the School District'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 District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Insurance Committee: The employees shall be allowed one representative of their choice on the insurance committee.

**ARTICLE XII  
SENIORITY RIGHTS**

The School District recognizes that the purpose of seniority is to provide a declared procedure as to the order of layoffs and recall of employees (if the employee is qualified). Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled (if the employee is qualified). If a former employee elects not to return to work when recalled, he/she shall lose his/her seniority. An employee who is properly discharged or resigns shall forfeit his/her seniority and in the event of re-employment, his/her seniority shall begin as of the date of his/her re-employment. An employee on layoff shall retain his/her seniority and right to recall, within classification, in seniority order for a period of twelve (12) months after the date of layoff.

**ARTICLE XIII  
VACANCIES**

New positions or vacancies of more than thirty (30) days duration will be posted for a period of five (5) working days, and the senior qualified applicant will be assigned thereto, within five (5) days after the closing of posting. Applicants for posted positions must submit their bids to the proper office in writing, and duplicate copies of all bids will be delivered to the local steward of the unit by the applicant before the close of the posting. The final decision for employment advancement, transfer or promotion, however, will be made by the School District and such authority is vested in the School District subject to relief procedure as specified by P.E.L.R.A.

**ARTICLE XIV  
JURY DUTY**

Employees shall be granted the additional amount to make up full pay if required to serve on jury duty.

**ARTICLE XV  
RESIGNATION/LAYOFF**

Section 1. Two (2) weeks' written notice shall be required of an employee if he/she wishes to resign.

Section 2. Two (2) weeks' written notice shall be given an employee if he/she is to be laid off, reduced, or experiences a change of assignment. Employees with the least seniority will be laid off first. If a senior employee's position is eliminated or is reduced, the employee may displace the least senior employee in their classification, if qualified, or a lower classification, if qualified. Seniority shall be determined by total years of employment in the unit. Classification, for the purposes of layoff and recall, shall include months and hours of service.

The displaced employee may displace the least senior employee in the same classification, if qualified, or the least senior employee in the next lower classification, if qualified. This procedure shall continue until the least senior employee is laid off. A displaced employee shall be placed on the pay step nearest their present rate in the lower classification. In no case shall a displaced employee displace another employee with more seniority.

For the purpose of recall, an opening occurring within twelve (12) months shall be offered to the employee with the most seniority, provided the employee possesses the relevant qualification. The position must be at or lower than the employee's previous classification. Employees will be considered to be on recall status until such time as the employee is "made whole" (returned to previous classification) or after being on recall status for twelve (12) months, whichever comes first.

## **ARTICLE XVI RETIREMENT**

Employee retirement will be treated consistently with State and Federal Statutes.

## **ARTICLE XVII SEVERANCE PAY**

After eight (8) years of employment, an employee shall receive \$4,500 severance pay upon resignation. After ten (10) years of employment, an employee shall receive \$6,000 severance pay upon resignation. The amount shall be payable in the month of January following resignation. Employees terminated for just cause shall not receive severance pay.

This article shall apply only to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week and submit a letter of resignation a minimum of two (2) months prior to the separation date.

## **ARTICLE XVIII GRIEVANCE PROCEDURE**

### Section 1. Grievance Definition:

Subd. 1. Employee: 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 specific terms and conditions contained in this Agreement.

Subd. 2. Group of Employees: A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group.

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 agreement.

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

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

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

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance, signed by the grievant, is submitted in writing to the School District's Superintendent, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods 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 Superintendent.

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 manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District Custodial Supervisor shall give a written decision on the grievance to the parties involved within ten 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 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 days after receipt of the appeal. Within ten 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 five 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 days after receipt of the appeal. Within twenty 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 the intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

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

Section 8. Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 9. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

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

Subd. 3. Selection of Arbitrator: Both parties will follow the rule of CBMS and PELRA.

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 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

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 of the hearing shall be made at the request of the party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator. This section shall not interfere with the Veteran's Preference Act.

**ARTICLE XIX  
HOURS OF SERVICE**

Section 1. Work Week: The work week will be forty (40) hours. Employees who work the night shift, begin at 2:00 p.m. or later. Night shift shall be 8 hours, including a 30 minute lunch period. Day shift shall be 8 hours, exclusive a duty free 30 minute lunch. All work over forty (40) hours in a week shall be paid at the overtime rate of time and one-half (1 1/2) on the basis of yearly hourly wage. A work week shall begin on Monday. Employees shall be allowed a minimum of two (2) hours on callback at time and one-half (1 1/2).

Section 2. School Closing: In the event that school is closed for any reason and the employees are not required to perform services, the employees' compensation shall be reduced accordingly.

Section 3. School Closing/Time Lost: In the event that school is called off due to inclement weather or other unforeseen events which would cause an employee to lose time from his/her normal shift, he/she will have the opportunity to make up the time. He/she will only be paid for actual time worked. Make up hours should be scheduled through the appropriate supervisor and should be made up as soon as possible following the lost time.

**ARTICLE XX  
REIMBURSEMENT**

Section 1. Wages:

Cleaners

Step	2007-2008	2008-2009
1	\$ 10.27	\$ 10.48
2	\$ 10.87	\$ 11.09
3	\$ 11.45	\$ 11.68
4	\$ 12.07	\$ 12.31
5	\$ 12.66	\$ 12.91

Custodians

Step	2007-2008	2008-2009
1	\$ 10.98	\$ 11.19
2	\$ 12.10	\$ 12.34
3	\$ 13.23	\$ 13.49
4	\$ 14.33	\$ 14.62
5	\$ 15.46	\$ 15.77

Subd 1. Step Increases for New Employees: Annual step increases for new employees hired after July 1 and before December 31 shall be granted on July 1 of the next contract year. For new employees hired between January 1 and June 30th, the step increase will be on July 1st of the following calendar year.

Subd 2. Flexible Evening Shift: There shall be a flexible shift that would start no earlier than 3:00 PM and no later than 7:00 PM. Those employees working a flexible evening shift shall receive \$0.20 above the base hourly rate of pay. For the duration of this Agreement this position shall be on a trial basis. In the next negotiation session, the issue shall be addressed as whether or not to continue this position. In no way does this guarantee that said position will be permanent.

Section 2. Boiler License Fees: The School District shall pay boiler license fees.

Section 3. Specialist Over Base Pay:

	2007-2008	2008-2009	
Groundskeeper	1.08	1.08	Factor per hour
Elementary Head Custodian	1.13	1.13	Factor per hour
High School Head Custodian	1.17	1.17	Factor per hour
Chief's License	\$12.50 per month		
1st Class License	\$10.00 per month		
2nd Class License	\$7.50 per month		

Section 4. Uniforms: Each employee shall purchase three (3) sets of uniforms per year. The School District shall pay for two (2) sets, and the employee shall pay for one (1) set. Uniforms shall be available prior to August 15th of each school year. Each year, each employee may forego the annual uniform entitlement and, instead, be reimbursed for shoes (receipt to be provided to the school district) up to the value of the annual uniform entitlement of \$200.

Section 5. Saturday, Sunday and Holiday Checks:

Subd. 1. Saturday and Sunday checks are to consist of checking boilers and all mechanical equipment. The security of doors, windows and lights shall be checked by the employees during the check.

Subd. 2. Two (2) hours of pay, at the overtime rate for Saturday and double time for Sundays and holiday(s), shall be paid for each building check. The check will include the two (2) buildings now used and shall be rotated among the custodial staff. Any deviation from normal conditions will be reported to the Superintendent or principal.

Section 6. Compensatory Time: If an employee agrees to comp time in lieu of overtime pay, comp time shall be computed at one and one-half (1 1/2) times the additional hours worked.

Section 7. Longevity Pay: After ten (10) years of continuous service in the School District, employees shall receive an additional \$14.00 per month, additional years of service shall increase as follows:

- After eleven (11) years, additional \$16.00 per month.
- After twelve (12) years, additional \$17.00 per month.
- After thirteen (13) years, additional \$18.00 per month.
- After fourteen (14) years, additional \$19.00 per month.
- After fifteen (15) years, additional \$22.00 per month.
- After sixteen (16) years, additional \$50.00 per month.
- After twenty (20) years, additional \$70.00 per month.

## **ARTICLE XXI DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2007 through June 30, 2009, and thereafter as provided by 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 District and the exclusive representative. 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 obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be opened for negotiation during the term of this Agreement, except by mutual consent of the parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held 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:

**S.E.I.U.**  
**Local 284**  
450 Southview Blvd.  
So. St. Paul, MN 55075

**IND. SCHOOL DISTRICT**  
**No. 314**  
Braham, MN 55006

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Chairperson/Board

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Clerk/Board

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.