

AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT 332
MORA, MINNESOTA 55051**

AND

**SERVICE EMPLOYEES INTERNATIONAL,
LOCAL 284**

EFFECTIVE

JULY 1, 2015, THROUGH JUNE 30, 2017

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CUSTODIAL AGREEMENT

ARTICLE I

PURPOSE- Parties

This Agreement is entered into between Independent School District 332, Mora, Minnesota, hereinafter referred to as the "School District," and Service Employees International 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 the P.E.L.R.A., to provide the terms and conditions of employment for custodial plant and maintenance staff workers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes Service Employees International Local 284 as the exclusive representative for custodial plant and maintenance employees employed by the School District, 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 School District contained in the appropriate unit as defined in ARTICLE III, Section 2. and the P.E.L.R.A. and in certification by the Bureau of 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 School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District's personnel policies affecting the working conditions of employees, but does not mean the educational and/or administrative policies and/or practices of the School District. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term, "Service Employees International Local 284", 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 fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in

the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, emergency employees, and employees who are hereafter funded exclusively by the Neighborhood Youth Corporation.

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

Section 4. Definition of Work: The routine work of the employees covered under this Agreement shall include all maintenance work needed to operate and maintain the building and grounds in good condition, including normal cleaning functions, plumbing, glazing, painting, carpentry repairs, electrical repairs, etc., that do not require a special license under state code or statute. To assist the School District in meeting staffing needs, such as student transportation shuttling, custodians may be assigned to non-custodial duties up to 1/3 of their scheduled work hours. To assign non-custodial duties, the School District will need to receive written acceptance from the custodian to be assigned. The assignment will remain in place until the needs of the School District change or for one year, at which time the custodian may request in writing to return to full-time custodial duties. For the time in non-custodial duties, the custodian shall choose to be compensated at his/her regular rate or the rate for the assigned duties.

Subd. 1. Definition of Building Cleaner: Building cleaners shall perform normal cleaning functions only and shall not perform any maintenance.

Section 5. Anniversary Date: All new employees to the custodial unit shall be assigned to an anniversary date of the next July 1.

Section 6. School District: For purposes of administering this Agreement, *the term*, "School District", shall mean the School Board or its designated representative.

ARTICLE IV

SCHOOL BOARD RIGHTS

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

Section 2. Management Rights and Responsibility: The exclusive representative recognizes that right and obligation of the Board to efficiently manage and conduct the operation of the School District.

Section 3. Reservation of Managerial Rights. These rights and obligations shall not be deemed to exclude other inherent management rights not expressly reserved herein, and all

management rights and functions not expressly delegated in this Agreement are reserved to the School District.

Section 4. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders issued by properly designated officials of the School Board. The exclusive representative also recognizes the right, obligations, 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 and 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. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or employee 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.

Section 3. Request for Dues Checkoff: The exclusive representative shall be allowed dues checkoff for its members, provided that dues checkoff and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues checkoff. 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 during the period provided in said authorization.

Section 4. Fair Share Fee: In accordance with the 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 of the Minnesota Bureau of Mediation Services, 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 or 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 un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

ARTICLE VI

RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period of this Agreement.

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

Subd. 3. Step Movement: For purposes of wage step movement, an employee's anniversary date shall be the 1st day of July. Custodial employees shall only be qualified to advance a step on the salary schedule if they have been regularly employed for six months or more during the work year.

Section 2. Certification: Before completion of the probationary period, all employees, except building custodians, must hold a Special "Boiler's License".

Building custodians will qualify for additional pay by completing and receiving "Boiler's License".

ARTICLE VII

GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance: The School District shall contribute up to \$5477.80 for 2015-2017 toward the annual premium for single or dependent coverage for such full-time employees employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization insurance plan. Part-time employees scheduled to work a minimum of 1400 hours for the year also may qualify for coverage. The School District's contribution toward coverage for qualifying part-time employees will be equal to the FTE equivalent (determined by dividing hours worked by 2080) multiplied times \$5477.80 for 2015-2017. Any additional cost of the premium will be borne by the full- or part-time employee and shall be paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the exclusive representative will hold the School District harmless and indemnify the School District from any and all actions, suits, claims, damages, judgments, and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward coverage as set forth in this section.

Subd. 1 The Mora School Board agrees to place the difference between the cost of the monthly premium and the board contribution, should there be a positive difference, into the employee's Health Savings Account (HSA) if the employee signs up for the HSA Insurance Plan.

Section 3. Dental Insurance: The School District shall contribute up to \$425 per year toward the annual premium for single or dependent coverage for such full-time employees employed by the School District who qualify for and are enrolled in the School District's group dental insurance plan. Part-time employees scheduled to work a minimum of 1400 hours for the year also may qualify for coverage. The School District's contribution toward coverage for qualifying part-time employees will be equal to the FTE equivalent (determined by dividing hours worked by 2080) multiplied times \$425. Any additional cost of the premium will be borne by the full- or part-time employee and shall be paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the exclusive representative will hold the School District harmless and indemnify the School District from any and all actions, suits, claims, damages, judgments, and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward coverage as set forth in this section.

Section 4. Long-Term Disability Insurance: The School District will contribute the full cost of coverage for the long-term disability plan purchased by the School District for each employee of this unit.

Section 5. Life Insurance: The School District shall contribute the full amount toward the purchase of a \$6,000 term life insurance policy for each full-time custodial employee who qualifies for and is enrolled in the School District's group life insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 6. Claims Against the School District: 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 7. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: Full-and part-time employees shall earn sick leave at the rate of one day for each month of actual service to a maximum of twelve (12) days in any one year.

Subd. 2. Accumulation: Unused sick leave may accumulate to a maximum credit of one hundred (100) days of sick leave per employee.

Subd. 3. Use: Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days. It may also be used for illness as provided for in state statute.

Subd. 4. Medical Certificate: The School District may require an employee to furnish a medical certificate from the School District health officer or 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 of the eligibility of an employee for sick leave is reserved to the School District.

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

Subd. 6. Approval: Sick leave pay shall be approved upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Sick Leave Buy Back: Custodial employees who have accumulated a minimum of forty-five (45) days of unused sick leave as of May 31 of each year may sell to the School District remaining unused sick leave days earned in the prior eleven (11) month period. The School District will purchase unused sick leave at 100% of the hourly rate up to a total of \$1200 for the group. If requests total more than \$1200, individual requests will be pro-rated related to the hours turned in.

Section 2. Workers' Compensation:

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

Subd. 2. Leave Deduction: A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portions of days of sick leave or vacation time, which is used to supplement workers' compensation. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 3. Pay Limitation: 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. 4. Leave Accrual: An employee on Workers' Compensation benefit and not working shall not accrue vacation or sick leave days.

Section 3. Emergency Leave: Emergency leave of up to five (5) days may be granted by the Superintendent to any full-time employee on account of death of or medical emergencies for a member of the immediate family, as part of, but not in addition to, the twelve (12) days of sick leave. Emergency leave is to be deducted from accumulated sick leave. "Immediate family" shall be defined to include spouse, son, daughter, grandchild, mother, father, grandparent, brother, or sister of either the employee or his/her spouse. Additional relatives or close friends may be included if, in the determination of the Superintendent, such relationship was the equivalent of a member of the immediate family.

Section 4. Personal Leave: Employees covered by this Agreement may be granted a leave at the discretion of the Superintendent of no more than two (2) days per year, non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of the Agreement. Personal days must be used in the thirteen months following the anniversary date they are granted (July 1).

Section 5. Leave of Absence: Upon written request to the School District, a custodial employee may be granted a leave of absence for a period not exceeding one year. The granting of such a request shall be based upon the following requirements:

- (1) Availability of a satisfactory replacement candidate;
- (2) Necessity due to
 - (a) Personal illness;
 - (b) Illness or death in the family that requires employee's assistance;
 - (c) Reasons allowed by statute.

Such leave shall be at the total discretion of the School Board and must be requested in writing at least sixty days in advance of the intended beginning of the leave. This leave is not intended to be used by a custodian to try another job while retaining rights to a position in the School District. The employee agrees to return for at least one year following the leave of absence.

ARTICLE IX

HOURS OF SERVICE

Section 1. Basic Work Day and Work Week: Full-time employees shall work a standard twelve-month year, forty hours per week, completed in a maximum of five consecutive days. All work performed in excess of forty (40) hours in any one week shall be paid at a rate of time-and-one-half the regular rate. These limits may be waived by mutual consent between the employee in question and the School District, with written notification to the union steward. Employees whose work commences at or after 12:00 noon and extends to or after 6:00 p.m. shall be paid a shift differential of an additional thirty-five (\$.35) per hour for 2015-2017. This differential payment shall be limited to employees who are regularly scheduled (scheduled for one month or more) to work the above hours. The School District will continue to pay this night shift differential to the regularly scheduled night workers when they are scheduled to work days during the summer or during spring/Christmas break.

Subd. 1. Boiler Checks: Employees who are required to make boiler checks on weekends or holidays shall be paid a minimum of one hour on each callback. All

assigned boilers are to be checked on the callback. This duty must be paid at time-and-one-half if in excess of the weekly forty (40) hours.

Subd. 2. Special Duties and Emergencies: Employees called back for special duties or emergencies shall be guaranteed two hours at time-and-one-half. Special duties for which the salary is paid by the School District shall be staffed, on a volunteer basis, and if no volunteer is available, assignment by the Superintendent or his/her designee will be made.

Subd. 3. Overtime: Employees covered by this Agreement shall have the opportunity to work overtime prior to such overtime being offered to a non-bargaining unit person. This subdivision applies to the type of work normally associated with this bargaining unit.

Subd. 4. Work Hours: Employees whose work normally commences at or after 12:00 noon may, upon agreement between these employees and at the discretion of the School District, work alternative hours on non-student days.

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

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

Section 4. Lunch Period: Employees will be provided an unpaid, duty-free lunch period of at least thirty minutes.

Section 5. School Closing: In the event that school is closed for any emergency and the employees are not required to perform services, the employee's compensation shall be reduced accordingly. Unless advised differently, employees shall report to work, although students and other employees may not be required to do so, and compensation will begin when the employee reports to work which should be as soon as he/she is able to do so.

Section 6. Vacations:

Subd. 1. Qualification: Full-and part-time employees (working twelve months and a minimum of 1040 hours in one year) shall qualify for paid vacation. Qualifying part-time employees shall earn vacation days of equal length to their average work day.

Subd. 2. Earned Vacation: Vacation shall be granted on the July 1st anniversary dates as follows:

- a. First day of employment through the first anniversary date - 10 days pro-rated to the number of full months worked before the anniversary date compared to 12 (example - an employee hired March 12, 2000 would on

the first anniversary date, July 1, 2000, receive an amount of vacation equal to three- twelfths (3/12) of 10 days (2 1/2 days)).

- b. First through the fifth anniversary dates - 10 days;
- c. Sixth through tenth anniversary dates - 15 days;
- d. Eleventh through fifteenth anniversary dates - 20 days; and
- e. Sixteenth and more anniversary dates – 25 days.
- f. When an employee terminates employment, the employee will be granted a pro-rated number of vacation days for which he/she will be paid, corresponding to the number of full months worked since the last anniversary date compared to 12 for that year of employment (example - an employee quitting March 12, 2000, would, in his/her last check, receive eight- twelfths (8/12) of the vacation pay the employee would have received had he/she continued work to the anniversary date of July 1).

Subd. 3: Non-Accumulative: Vacation days shall not accumulate from year to year. Vacation days may only be used in the thirteen months following the anniversary date they are granted.

Subd. 4: Scheduling: Vacations shall ordinarily be scheduled on a calendar-week basis starting with Sunday. Vacations shall ordinarily not be scheduled for a period of less than one (1) week.

Subd.5: Holidays: When a recognized holiday falls within an employee's paid vacation or when such holiday falls on a day when the employee would normally have worked, the employee shall have the last day of the preceding or first day of the following week off for which payment will be made at the basic rate.

Subd.6: School Year Use: Each employee will be allowed to take up to five (5) days of vacation during each school year provided that a suitable substitute is available when needed. When two or more employees per building request a school year vacation, seniority shall prevail, and no employee shall be allowed a second request until all the building employees have been afforded this opportunity.

Section 7. Holidays: There shall be nine (9) paid holidays for all full-time custodial employees: Independence Day, Labor Day, Thanksgiving Day, Day-After-Thanksgiving, New Year's Day, Christmas Day, Presidents' Day, Memorial Day, and Good Friday. Two (2) additional holidays will be granted each year with the days determined at the discretion of the Superintendent. These "discretionary" days must be used in the thirteen months following the anniversary date they are granted (July 1). Part-time employees shall earn nine (9) holidays and

two (2) additional holidays at their current rate of pay times the length of their normal work day. The paid holidays will be determined by the Superintendent.

Section 8. Uniforms: Custodians will be granted a \$250 uniform allowance paid July 1 for non-probationary custodians. Custodians will be allowed up to \$100 of additional allowance to be used toward non-skid footwear with a valid receipt.

Section 9. Jury Duty: Any employee covered under this agreement if called upon to serve as a juror in a state or federal court shall have his/her wages compensated so that the amount received as a juror plus School District contribution shall equal his/her full wage for the duration of the jury duty.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions 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 that party's behalf.

Section 3. Definitions and Interpretation:

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

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

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 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 continues 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 is submitted in writing to the School District's designee, setting forth the

facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments 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 in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within 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, provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or a designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or a 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 5 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 20 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School 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 under Level I or Level II of this procedure provided the School Board or its representative(s) notifies the parties of the intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School District reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District 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 District 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 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 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 the Bureau of Mediation Services (BMS) to provide the parties with a list of five (5) arbitrators which the parties will use to alternately strike from until a single arbitrator is selected (coin flip determines which party strikes the first name). Once the arbitrator is selected, either party may so notify the selected arbitrator and request a list of available arbitration dates which are mutually convenient to the parties. Failure to request a list of arbitrators from the BMS within twenty (20) days following decision in Level III of this grievance procedure shall constitute a waiver of the grievance.

Subd.4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall, within 5 days after notice of appointment, forward to the arbitrator, with a copy to the School District, the submission of the grievance, which shall include the following:

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

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

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

oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within 30 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 by the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with the arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with the presenting of its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The party ordering a copy of such transcript shall pay for such copy.

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

Section 9. 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 involving claims of employment discrimination or veteran's preference nor shall it apply to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XI

PUBLIC OBLIGATION

Section 1. Recognition: 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 continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A. The parties agree that procedures affecting this article are provided for by the P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

Section 2. Confidentiality. A custodian will recognize the confidentiality of information regarding students, other staff, or private School District material. A custodian will not discuss private or confidential information at any time with anyone outside the employment of the School District.

ARTICLE XII

PROBATION AND DISMISSAL

Section 1. Probation: All newly employed, full-time employees performing the functions as defined in the definition of this unit shall be on probation for the first six months of employment, and continued employment beyond six months shall be vested solely in School Board or its designee.

Section 2. Dismissal: All full-time employees under the definition of this unit who have fulfilled their probationary period can be dismissed only after due process rights have been followed.

ARTICLE XIII

RETIREMENT AND RESIGNATION

Section 1. Resignation: Two weeks' written notice shall be required of any employee who wishes to resign in good standing.

Section 2. Lay-Off: Two weeks' written notice shall be given to an employee who is to be laid off. 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 his/her classification first, if qualified, or the least senior employee in a lower classification, if qualified. Seniority shall be determined as described in ARTICLE XIV, Section 1., Subdivision 2. Employees may not "bump" into a promotion. A full-time employee may "bump" into a

part-time position, but a part-time employee may not “bump” into a full-time position. The displaced employee may displace the least senior employee in a lower classification, if qualified. A displaced employee shall be placed on the pay step nearest his/her present rate in the lower classification.

For the purposes of recall, an opening occurring within eighteen (18) months shall be offered to the laid off employee with the most seniority, provided that employee possesses the relevant qualifications. The position must be at or lower than the laid off employee’s previous classification. Laid off 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 eighteen (18) months, whichever comes first.

Section 3. Accumulated Vacation: Accumulated Vacation will be paid to the employee in good standing upon retirement or resignation.

Section 4. Rights of Insurance: Retiring employees shall be afforded the rights of insurance coverage as provided by statute.

Section 5. Retiree Insurance: Upon retirement, full-time employees who have a minimum of 10 years of service in the School District shall be eligible to continue participation in the School District's health and hospitalization insurance program as permitted by School District policy and in accordance with insurance policy specifications. The full cost of this program shall be borne by the employee. Premium payments are to be made to the School District office by the 5th of each month. Premium payments shall be made in advance, prior to securing coverage.

ARTICLE XIV

SENIORITY

Section 1. Purpose of Seniority: The School District recognizes the purpose of seniority is to provide a procedure as to the order of lay-off, recall, advancement, and promotion of employees. All vacant and/or new positions shall be posted and shall be filled after considering qualifications, seniority, and work experience.

Subd. 1. Reasons: The School District may lay off, without pay or fringe benefits, as many employees as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes.

Subd. 2. Seniority Date: Seniority shall be based on an employee's length of continuous unit service from the employee's most recent employment. An employee's seniority date shall be the date on the School District’s action to employ the worker.

Full-time seniority shall be based on an employee's length of continuous unit service from the employee's most recent full-time employment with the School District.

Part-time seniority shall be based on an employee's length of continuous unit service from the employee's most recent part-time employment with the School District.

An employee on the part-time list who accepts a full-time position with the School District shall be placed on the full-time seniority list and shall have a seniority date as of the date of the School District's action to employ him/her in the full-time position.

An employee moving from full-time to part-time employment shall remain on the full-time list if the movement resulted from reductions or lay-offs as provided in Subd. 1.

An employee voluntarily moving from full-time to part-time employment shall be placed on the part-time seniority list and shall have a seniority date which reflects his/her continuous employment.

Subd. 3. Posting of Seniority Lists: The School District will post updated, separate seniority lists for full-time and part-time employees on or before November 15 of each year. Any employee may file a grievance challenging the validity of the posted seniority lists within 15 calendar days from the date of posting. In the absence of a valid grievance, the information on the posted list shall not be subject to any further challenge, and the School District may rely on the posted seniority list.

Subd.4. Posting Positions: There shall be posting of all custodial jobs open at all schools for a period of five days. Such posting shall list only custodial positions and shall indicate the job location and the work hours and days normally scheduled for the job. The postings shall be distributed to the steward of the exclusive representative who shall have the obligation to post positions in designated places in the respective buildings.

ARTICLE XV

CUSTODIAL DEVELOPMENT AND CONTINUING EDUCATION

Section 1. Continuing Education: The School District seeks to employ capable, competent, and energetic employees. As the organization changes, employees must be able to make needed adjustments, so that their ability to provide desired services can be increased and expanded.

Subd.1. School District Contributions: Upon written request and with the written approval of the appropriate administrator, the School District shall pay tuition, workshop fees, and travel expenses for sessions which result in continued education and development of custodial skills.

Subd.2. High School Education: Employees who have not completed a high school education or its equivalency program may submit a proposal/plan to accomplish the development of his/her basic skills. Such a proposal/plan shall be submitted to and approved by the appropriate administrator.

ARTICLE XVI

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2015, through June 30, 2017, 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 to the other party no later than ninety days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety 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.

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.

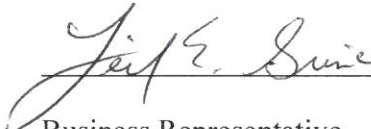
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as

**SERVICE EMPLOYEES INTERNATIONAL
DISTRICT 332
LOCAL 284
450 Southview Boulevard
South St. Paul, MN 55075**

The Exclusive Representative


Steward

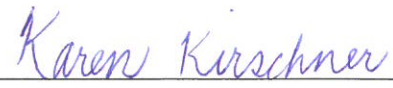

Business Representative


Dated: March 2, 2016

INDEPENDENT SCHOOL

**400 Maple Avenue East
Mora, Minnesota 55051**

The School District


Chair


Clerk-Treasurer

Dated: MARCH 24, 2016

SCHEDULE A

2015-2016 Hourly Rates

	Custodian	Maintenance Custodian
Year 1	\$11.00	\$13.42
Year 2	\$11.45	\$14.04
Year 3	\$12.07	\$14.76
Year 4	\$12.88	\$15.39
Year 5	\$13.40	\$16.00 (7/1/15) \$16.19 (1/1/16)

2016-2017 Hourly Rates

	Custodian	Maintenance Custodian
Year 1	\$11.22	\$13.69
Year 2	\$11.68	\$14.32
Year 3	\$12.31	\$15.06
Year 4	\$13.13	\$15.70
Year 5	\$13.67	\$16.55 (7/1/16)

Longevity

10 Years	-	\$.15 per hour
15 Years	-	\$.20 per hour
20 Years	-	\$.25 per hour

Rates for Building Custodians

Boilers License Levels

Special	Level 1 - \$.10 per hour
Second Class	Level 2 - \$.20 per hour
1 st Class	Level 3 - \$.30 per hour
Chief	Level 4 - \$.40 per hour

Head Custodian Override: .75 per hour