

COLLECTIVE BARGAINING AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT NO. 23
Frazee, Minnesota**

and

LOCAL 210 OF

**MINNESOTA COUNCIL NO. 65
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
NASHWAUK, MINNESOTA**

CUSTODIANS

2017-2020

TABLE OF CONTENTS

		PAGE
Purpose	Article I	3
Recognition of Exclusive Representative	Article II	3
Definitions	Article III	3
School Board Rights	Article IV	3-4
Employee Rights	Article V	4
Reservation of District Rights	Article VI	4
Group Insurance	Article VII	4-5
Leaves of Absence	Article VIII	5-6
Hours of Service	Article IX	6-8
Holidays	Article X	8
Vacations	Article XI	8-9
Seniority	Article XII	9-10
Experience	Article XIII	10-11
Special Request	Article XIV	11
Contract License	Article XV	11-12
Grievance Procedure	Article XVI	12-13
Wages	Article XVII	14
Duration	Article XVIII	14
Severance	Article XIX	14
Signature Page		15
Rate of Pay	Appendix A	16

COLLECTIVE BARGAINING AGREEMENT

ARTICLE I PURPOSE

Section A. Parties: This Agreement is between Independent School District No. 23, Frazee (hereafter "District") and Local No. 210 of the Minnesota Council 65, AFL-CIO, Nashwauk, Minnesota (hereafter "Union"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereafter "PELRA"), and provides the terms and conditions of employment for the following described unit during the duration of this Agreement:

All custodial employees employed by Independent School District No. 23 who are employed for more than 14 hours per week and more than 67 work days per year, excluding managerial, supervisory, confidential and all other employees.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1. Recognition: To the extent required by PELRA, the District recognizes the Union as the exclusive representative for the unit. The Union shall have those rights allowed by PELRA and provided by this Agreement, and those duties prescribed by PELRA plus those provided by this Agreement.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees; subject, however, to the provisions of Minn. Stat. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Employees:

- a. Full-time Employees. An employee scheduled to work 35 or more hours per week for 12 months during the period commencing July 1 of any year and ending the following June 30 if said employee does in fact work at least 1820 hours during the period.
- b. Permanent Part-time Employee. An employee hired to work on a regularly scheduled basis who does not meet the definition of full-time employee.
- c. Substitute Employee. An employee hired to do the work of some other employee during the latter's absence until subsequent return.

Section 3. Designations: There shall be two (2) designations: (1) Custodian/maintenance (does custodial work and maintenance as needed); (2) Custodian (does custodial duties only). Salary shall be determined by the designation of duty assigned to the employee as per the wage scale noted in Attachment A.

ARTICLE IV SCHOOL BOARD RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The Union agrees that all employees in the unit shall perform the duties prescribed by the School Board and the school administration and that they shall be governed by the laws and regulations of the State of Minnesota and of the United States, and by School Board and school administration rules, regulations, directives and orders. Any provision of this Agreement contrary to law or requiring District to breach any obligation imposed upon it by law shall be null and void.

Section 4. Contracting Out: Nothing in this Agreement shall restrict the right of the School District to contract out bargaining unit work. In the event the School District elects to contract out bargaining unit work which will result in the layoff of current employees, the School District will provide sixty (60) calendar days written notice to the Union during which the Union may request a meet and confer session to discuss the impact on displaced employees.

ARTICLE V EMPLOYEE RIGHTS

Section 1. In Recognition of the Union as the Exclusive Representative:

- 1.1 The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and
- 1.2 The Employer 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 from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and
- 1.3 The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 2. Fair Share/Agency Fee: The Union may collect an Agency Fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06, Subd. 3.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

ARTICLE VI RESERVATION OF DISTRICT RIGHTS

By listing certain rights of the District, the District does not give up those rights which are not listed, but rather reserves all rights accorded to it by law not given up by the express terms of this Agreement.

ARTICLE VII GROUP INSURANCE

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

Section 2. For the 2017-2018 and 2018-2019 school years the District shall contribute not more than the sum of **\$530.00** per month or **\$6,360.00** per year towards the single premium and not more than the sum of **\$850.00** per month or **\$10,200.00** per year towards the family premium for all full-time custodians for group health/hospitalization. Any additional costs of the premium shall be borne by the custodian and paid by payroll deduction.

Section 3. For the 2017-2019 school years, an employee less than full-time, but one-half time or more, may request a pro rata share of the sum, allotted towards payment of hospital and medical and/or income/life protection. If the present plan is providing an amount equal to \$1,340.00, the prorated share shall not be less.

Section 4. The school district shall provide a **\$30,000** term life and \$5,000 dependent term life insurance plan for all employees who qualify for and are enrolled in the School District's group term life insurance plan.

Section 5. The school district shall pay the premium for all employees working half-time or more who qualify for and are enrolled in the School District's group income protection insurance plan. The maximum benefit of the plan will be equal to two-thirds of salary to a maximum salary of **\$50,000**.

Section 6. An employee less than full-time, but one-half time or more, may request a pro rata share of the sum allotted towards payment of health insurance. The pro rata share is calculated by dividing the employee's hours worked by 1,820 hours. In no case will the amount be less than \$1,440.00. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction.

Section 7. For purposes of this article only, half-time means 20 hours per week and 700 hours per year.

Section 8. District's Obligation and Claims Against the District: The District's only obligation pursuant to this article is to purchase an insurance policy and pay such amounts as agreed herein. No claims shall be made against the District as a result of denial of insurance benefits by an insurance carrier.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. Full-time custodian/maintenance and custodian employee shall earn sick leave at the rate of one hundred and twenty (120) hours for each year of service in the employ of the District. Full-time custodian/maintenance and custodians' annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Permanent part-time employees shall earn sick leave pro rata.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of nine hundred sixty (960) hours per full-time custodian/maintenance and custodian employee.

Subd. 3. Sick leave with pay shall be granted to employees for absences necessitated by illness and/or disability, or by necessity for medical, chiropractic, dental, or eye care, which prevented his/her attendance in school and performance of duties on that day or days (may be used in hourly increments). Injury arising out of or in the course of employment other than employment for the District and which prevented the employee's performance and duties in which the injury is compensable under workers' compensation through the other employment shall not qualify for sick leave.

Subd. 4. The 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 is reserved by the Superintendent of Schools.

Subd. 5. In the event that a medical certificate is required, the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Sick leave requests shall be submitted electronically and approved by the superintendent or his/her designee.

Subd. 8. An employee may use sick leave benefits provided by the employer for absences due to an illness or injury to the employee's adult child ("child" includes a stepchild and a biological, adopted, and foster child), spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employer's own illness or injury. Minn. Stat. 181.9413.

Section 2. Emergency / Funeral Leave

Subd. 1. Emergency / Funeral leave which shall be deducted from sick leave may be allowed by the District whenever the employee's absence is due to the attendance of the parent or the birth of his/her child, a critical family situation where no other arrangements are possible; and whenever the custodian's absence is found to have been due to the death of a member of the employee's or spouse's immediate family. Immediate family in this case shall be defined as father, mother, sister, brother, husband, wife, son, daughter, grandchildren, foster care children and grandparents. In the event the employee is responsible for funeral arrangements or has an unusual distance to travel, the administrator may allow up to, but not to exceed, five (5) days at one time of emergency leave which shall be deducted from sick leave. The specific amount of leave allowed is subject to the discretion of the Superintendent depending upon circumstances. Any extenuating circumstances requiring more days than listed herein will be at the review of the Superintendent.

Section 3. Personal Leave

Subd. 1. A full-time employee may be granted leave with pay at the discretion of the District, the days used to be deducted from sick leave.

Subd. 2. Personal leave may be used 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 this Agreement.

Subd. 3. A full-time employee may be granted sixteen (16) hours of personal leave annually except that unused hours may be allowed to accumulate to not more than forty (40) hours per employee. Part-time employees may be allowed personal leave as determined by the Superintendent of Schools.

Section 4. Funeral Leave

Funeral leave may be used for attendance at funerals where there are significant personal relationships not defined in this article. The District may allow up to, but not to exceed, one day of funeral leave at any one time. Funeral leave will be deducted from sick leave.

ARTICLE IX HOURS OF SERVICE

Section 1. Hours. The work week may consist of five (5) days containing eight (8) hours, paid lunch period, 52 weeks per year, or four (4) days containing ten (10) hours, excluding lunch, upon approval of the School Board or superintendent. The District shall have the option of scheduling employees as needed to perform a six (6) day week of forty (40) hours to allow for building coverage. The District retains the option to assign and schedule as needed to meet program requirements.

Section 2. Overtime.

Subd. 1. Overtime at time and one-half (1-1/2) rates shall be paid for all hours worked in excess of forty (40) hours worked Monday through Saturday.

Examples:

1. 45 hours worked from Monday through Saturday = 5 hours of overtime.
2. 8 hours + 7 hours + 9 hours + 5 hours + 11 hours = 40 hour work week (no overtime for 9 and 11 hour work days)
3. 8 hours + 8 hours + 8 hours + Holiday + 8 hours + 4 hours = 44 hour work week (no overtime).

Hours worked on the Saturday following Thanksgiving, and one Saturday during the Christmas Holidays, will be paid at the time and one-half (1-1/2) rate. Overtime shall be approved by the Employer's Designee or the Superintendent of Independent School District No. 23 in advance; or in the case of an emergency, the Custodian/Maintenance Supervisor shall be notified during the next working day after the overtime is worked.

Subd. 2. So far as practicable overtime will be allocated as per the following method:

- For each building a list of custodian/maintenance and custodial employees (two lists for each building) shall be posted, listing the most senior first and providing space for acceptance and refusal of overtime

hours.

- The Employer's Designee shall post overtime hours needed, indicating dates and times. Posting shall be done at building break rooms.
- Each employee is responsible to review the list and indicate acceptance or refusal of hours.
- The list will rotate to the next person who has not had the opportunity to accept or refuse overtime hours.

Subd. 3. Compensatory time in lieu of overtime is at the employee's option and is selected at the beginning of each fiscal year, July 1 and a one-time second opportunity to change may be requested by October 15 (for November payroll). An employee can bank up to forty (40) hours of compensatory time. When an employee reaches forty (40) hours, all overtime worked reverts to overtime compensation as per Section 2, Subd. 1.

Any compensatory time hours banked by an employee on June 30th of each year shall be paid out as overtime.

Subd. 4. Custodians shall be compensated for work performed on Sundays at the rate of time and one-half (1-1/2) the custodian's regular rate of pay regardless of other hours worked during the week. Custodians working on a designated holiday will be entitled to two (2) times their regular rate of pay.

Section 3. Part-time Employees. The District reserves the right to employ such personnel as it deems desirable or necessary on a part-time basis.

Section 4. Jury Duty. Employees called to jury duty will be paid the difference between jury duty pay and the employee's base pay.

Section 5. Shifts and Starting Times. All employees will be assigned starting times and shifts as determined by the Superintendent or his/her designee. To the extent practicable, the District will notify custodian/maintenance and custodial employees of shift changes and starting times a minimum of five (5) days in advance.

Section 6. School Closing. In the event that school is closed for any reason and the employees are not required to perform services, the employees may use compensatory time, vacation days, personal leave, or the employee's compensation shall be reduced accordingly. Upon supervisor approval, missed hours may be made up.

Section 7. Unexcused Absences. No employee shall leave the job without advising the Superintendent or his/her designee.

Section 8. Responsibility Pay. If (non-union) supervision is not provided, a lead summer custodial or custodial maintenance employee will be designated by the District as a "go to" person. This person will be compensated for the summer months only on the following basis:

Year Employment	Rate of Pay Per Hour
1-3	\$.70
4-7	\$1.15
7+	\$1.50

Example: An employee hired on 1/15/03 would be eligible to receive \$.70 per hour additional pay on 1/15/04, \$1.15 additional pay per hour on 1/15/07, and \$1.50 per hour additional pay per hour on 1/15/10 providing the employee has had continuous full-time employment with the District.

Section 9. Day Custodian

Subd. 1. Shift starts before 12:00 pm (noon).

Subd. 2. Day Custodians assigned to work on a Saturday per (Article IX; Section 1. Hours) will be paid at the Evening & Summer custodian rate of pay.

Subd. 3. Conversion from Day Custodian to Summer Custodian pay takes effect the first working day after the final day of teacher in-service in the spring and concludes the last working day before the first day of fall in-service for teachers.

Section 10. Evening / Summer Custodian

Subd. 1. Shift starts after 12:00 pm (noon) during the school year or when assigned to perform work outside their regular schedule.

**ARTICLE X
HOLIDAYS**

Section 1. Eligibility. This article shall apply only to full-time, twelve (12) month custodian/maintenance and custodial employees. All permanent part-time custodian/maintenance and custodial employees shall be eligible for holiday pay on a pro rata basis.

Section 2. Holidays. The following shall be recognized and observed as paid holidays for all regular custodian/maintenance and custodial employees: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day and Christmas Day. A ten (10) hour paid holiday will be granted when employees work ten (10) hour days.

Section 3. Vacation/Holiday. If a paid holiday falls on an employee's vacation, an additional day of paid vacation will be granted.

Section 4. Definition. A holiday which falls on a Saturday will be taken on the preceding Friday. A holiday which falls on a Sunday will be taken on the following Monday. This schedule will be in effect unless the District, by direction of the Superintendent, finds sufficient reason to schedule by other means.

**ARTICLE XI
VACATIONS**

Section 1. Eligibility. This article shall apply only to full-time, twelve (12) month employed custodian/maintenance and custodial employees.

Section 2. Earned Vacations. All regular full-time custodian/maintenance and custodial employees shall accrue on a monthly basis vacation with pay in accordance with the schedule:

VACATION SCHEDULE

Years of Service	Number of Hours
1-5 years	80
6	88
7	96
8	104
9	112
10	120
11	128
12	136
13	144
14	152
15	160

All permanent part-time custodian/maintenance and custodial employees shall accrue vacation with pay on a pro rata basis.

Newly hired employees will receive a prorated amount of vacation from their date of hire to July 1. The beginning point for the above vacation schedule will be the first July 1 date of the employee's tenure in the Frazee-Vergas Schools. The maximum number of vacation with pay days is 20 days as stated in the above schedule. Vacation with pay may be carried forward into the next fiscal year until December 31.

Example: Hire date of new employee is October 1, 1995. This employee would accrue 7.5 days that could be used as accrued between date of hire and June 30, 1996. This employee must use these vacation days by December 31, 1996. As of July 1, 1996, this employee would start accruing vacation in accordance with the vacation schedule and could use 10 days of vacation (as accrued) between July 1, 1996, and June 30, 1997. The employee must use the 10 days before December 31, 1997.

Section 3. Vacations.

Subd. 1. Shall be scheduled by the Superintendent or his/her designee for the good of the school and as the work needs predicate.

Subd. 2. Not more than one custodian/maintenance or custodian employee will be permitted to take vacation at the same time during the school term unless special arrangements are made and pre-approved by the Superintendent or his/her designee.

Section 4. Vacation Payoffs. Should an employee leave the District through retirement, or resignation, or layoff, said employee shall be paid for all unused vacation and compensatory time and any prorated portion of vacation earned in the current year.

**ARTICLE XII
SENIORITY**

Section 1. Definition. Seniority shall mean an employee's length of continuous service with the employer since his/her first day of hire. Approved leaves of absence shall constitute a break in the employee's seniority but shall lose only the months not in attendance.

Section 2. Reduction in Force. The following shall apply to layoff.

Subd. 1. Employees in any job classification shall be laid off in inverse order of seniority.

Subd 2. No new employee shall be employed by the District to work in any job classification while an employee qualified is laid off.

Subd. 3. A laid off employee shall leave her/his name and address, to which any notice of reinstatement or availability of position shall be mailed, with the District at the superintendent's office. The laid off employee shall have fifteen (15) work days from the date of mailing of such notice to accept the reemployment. Failure to reply within the fifteen (15) day period shall constitute a waiver and forfeiture by employee of any right reemployment and they shall be dropped from the seniority list permanently.

Subd. 4 Before laying off an employee, the District shall give that employee written notice two (2) weeks in advance.

Section 3. Reinstatement. Reinstatement rights shall automatically cease one (1) year from the date layoff was commenced and no further right to reinstatement shall exist thereafter, and the employee shall be dropped from the seniority list permanently.

Section 4. Job Posting. Permanent job openings in the school district will be posted in each school building in the district for a period of five (5) working days. Employees interested in the position must advise the employer in writing within the posting period. The school district shall select the best qualified candidate.

**ARTICLE XIII
EXPERIENCE**

Section 1. Credit. For purposes of calculating the one hundred twenty (120) day probationary period only, the employee's date of hire will be calculated as follows: If the actual hire date is between the first and inclusive of the fifteenth of the month, the employee's date will be considered to be the first of the month; if the hire date is after the fifteenth, the hire date will be considered to be the first of the following month.

Section 2. Probationary Review Process. The intent of this process is to provide new employees every opportunity to enjoy their work environment and be successful in their employment at the Frazee-Vergas Schools.

All non-certified persons who enter into an agreement with the Frazee-Vergas Public Schools, ISD#23, will serve a probationary period of one hundred twenty (120) days service in the 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,

The probationary period will be structured so that maximum training, support, assessment, and improvement planning can be provided the new employee. This time period also provides the employer the opportunity to determine the work ethics and performance value of the new employee.

If performance problems exist, the supervisor will document such problem areas, prepare an improvement plan, and work with the employee to make satisfactory improvements on noted deficient performance areas. Reassessment will occur after adequate time has been provided the employee to make improvements on deficient areas.

Before or at the end of the probationary period, the supervisor will present the employee with a written and verbal assessment. If the assessment is negative, the documentation and recommendation for dismissal will be provided to the Superintendent of Schools. The Superintendent will evaluate the procedures used and provide a final recommendation to the Board of Education.

If the assessment is positive, a written recommendation of performance will be provided to the Superintendent of Schools who will in turn inform the Board of Education about the status of the probationary employee and present a final recommendation.

An employee who has completed the probationary period may be disciplined only for just cause. Such employee may appeal a written reprimand, suspension, demotion or discharge through the grievance procedure as set forth in this agreement. An employee may request the presence of an Association Representative in the event a disciplinary meeting is conducted with the employee.

ARTICLE XIV **SPECIAL REQUEST**

Section 1. Any time there is not school, all night shift employees may work the day shift at the discretion of the Superintendent or his/her designee.

Section 2. The School District, after successful fulfillment of the probationary period, will make available six (6) uniforms six (6) tops (of which one may be a jacket) yearly. The aforementioned uniforms will be ordered by the Superintendent or his/her designee. The Custodial employee shall wear the adopted uniform whenever on duty and shall appear neatly groomed at all times. The District also agrees to replace uniforms that are badly damaged while in the line of duty; replacement of the uniform will be determined and approved by the Superintendent or his/her designee. Permanent part-time employees will be eligible for this benefit on a pro rata basis

Section 3. Call Back. In the event an employee is called back to work at times other than the employee's shift, the employee will be entitled to a minimum of two (2) hours pay at the employee's regular rate of pay or the employee will be required to work for the minimum of two (2) hours. This provision shall not apply to shift extensions and the School District retains the right to send the employee home during the workweek to avoid the payment of overtime.

ARTICLE XV **CONTRACT LICENSE**

Section 1. Requirement.

Subd. 1 Maintenance Personnel. All maintenance personnel will be required to possess or obtain a Special Class boilers license within one year of the commencement of this contract, or by the first anniversary date of employment in the District, whichever applies. The District will pay the initial license fee for maintenance employees acquiring an initial boiler license. Thereafter, the District will pay the cost of renewing this initial

license.

The District will also provide an annual compensation for licensure as per the following schedule:

Special Class Boilers License	\$200
Second Class Boilers License	\$400
First Class Boilers License	\$600
Chief Class Boilers License	\$800

Subd. 2 Custodial Personnel. All custodial personnel will be encouraged to obtain a Special Class boilers license. The District will pay the initial license fee for custodial employees acquiring an initial boiler license. Thereafter, the district will pay the cost of renewing this initial licensure. The District will also provide an annual compensation for the Special Class boilers licensure of \$200.

Subd. 3 License Pay. Custodians or Custodial/Maintenance Personnel who provide a copy of a current boilers license to the Superintendent of Schools, will be paid as per the schedule above in one payment, which will be on June 30 of each school fiscal year.

ARTICLE XVI GRIEVANCE PROCEDURE

DEFINITIONS:

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any provision of this Agreement.

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

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

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

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

Step I. Whenever any employee(s) has a grievance, the employee shall meet on an informal basis with the employee's immediate supervisor in an attempt to resolve the grievance within fifteen (15) days after the grievance occurred or fifteen (15) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the public employer's designate (See Step II). The employer shall, within five (5) days of receipt of the written grievance, serve its answer upon the exclusive representative. In the event the exclusive representative refused to process the grievance, the employee(s) may select a designee to represent him/her.

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

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

Step IV. The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract.

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

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

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, a failure to adhere to the time limits may result in the last statement by the exclusive representative or employee.

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

Election of Remedies and Waiver. A grievant 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 his/her 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.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE XVII **WAGES**

Section 1. Wage Schedule: Employees shall be compensated in accordance with the wage schedules attached to this Agreement as Appendix A

Section 2. Advancement on Salary Schedule. Employees shall advance on the salary schedule on July 1 of each year. In order to qualify for step advancement an employee must work at least 90 days. In the event a successor agreement is not entered into prior to the expiration of this agreement, an employee shall be compensated according to the current rate of pay until a successor agreement is entered into.

ARTICLE XVIII
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, **2017** through June 30, **2020**. Provided, however, that Article XVII relating to wages and steps for 2019-2020 (including appendix A) and Article VII relating to District contributions for 2019-2020 shall be reopened for negotiation. If either party desires to modify this Agreement, it shall give written notice of such intent no later than 90 days prior to the expiration to said Agreement. 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 District and the exclusive representative representing the employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreement, resolutions, practices, school district policies, rule or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of the 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.

ARTICLE XIX
SEVERANCE/403B Match

Section 1. Eligibility. Custodian/maintenance and custodial employees hired on or before 6/30/2017 and who have worked, in this capacity, for the District for at least twenty (20) years and a minimum of twelve (12) months and retirees (under PERA or due to disability), shall be eligible for severance pay.

Section 2. Rate of Pay. Severance pay will be calculated and paid based on the rate of pay at the time of retirement.

Section 3. Formula. Severance pay will be calculated using the following formula (formula A or B but not both):

- A. After twenty (20) years of employment; 35% of accumulated and unused sick leave hours multiplied by the current hourly rate of pay.
- B. After twenty-five (25) years of employment; 50% of accumulated and unused sick leave hours multiplied by the current rate of pay.

Section 4. Payments. The severance pay will be paid directly to the retiree on the payroll date following his/her last day of employment.

Section 5. 403 (b) Match

Subd. 1. Qualification:

- A. A bargaining unit employee hired on or before 6/30/2017 will make a one-time declaration which package they elect to follow at the date of signing of the 2017-2020 contract.
- B. A bargaining unit employee hired on or after 7/1/2017 will qualify for participation in the 403 (b) match plan as provided in this Section.

Subd. 2. Contributions:

Pursuant to M.S.356.24, the School District shall match bargaining unit employee contributions to their individual qualified 403 (b) plan, according to the amounts listed in Subdivision 3, below.

Subd. 3. School District Match:

The fiscal year amount of the School District's matching contribution will be based on the following schedule and years of experience, in this capacity, for the School District. Permanent part-time employees will be eligible for this benefit on a pro rata basis.

1 - 2 \$0
3 - 7 \$200
8 + \$250

Subd. 4. School District Maximum Contribution:

District's total contribution toward a bargaining unit employee shall not exceed \$20,000.

Subd. 5. Enrollment: An eligible employee may initiate his/her participation in the district match by submitting the appropriate forms to the district office.

Subd. 6. Renewal: Once an employee has initiated the district match, his/her participation will continue at the same level unless he/she notifies the district in writing of a change.

IN WITNESS WHEREOF, the parties have executed this Agreement

this 11 day of September, 2017.

LOCAL UNION #210, MINNESOTA COUNCIL
65, AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

INDEPENDENT SCHOOL DISTRICT NO.23

BY: Ginger Thrasher 9.13.2017
Staff Representative

BY: [Signature]
Vice Chairman

and [Signature] X
AFSCME Representative

and [Signature]
Clerk Treasurer

APPENDIX A

**Frazee-Vergas Public Schools
AFSCME Staff Base Hourly Wage Summary**

RATES OF PAY 2017-2018 - .35 cents

STEP	DAY CUSTODIAN	EVENING / SUMMER CUSTODIAN	CUSTODIAN / MAINTENANCE
1	\$14.35	\$14.95	\$15.85
2	\$14.60	\$15.20	\$16.10
3	\$14.85	\$15.45	\$16.35
4	\$15.10	\$15.70	\$16.60
5	\$15.35	\$15.95	\$16.85

RATES OF PAY 2018-2019 - .45 cents

STEP	DAY CUSTODIAN	EVENING / SUMMER CUSTODIAN	CUSTODIAN / MAINTENANCE
1	\$14.80	\$15.40	\$16.30
2	\$15.05	\$15.65	\$16.55
3	\$15.30	\$15.90	\$16.80
4	\$15.55	\$16.15	\$17.05
5	\$15.80	\$16.40	\$17.30

