AGREEMENT

Between

MELROSE AREA PUBLIC SCHOOLS #740
Melrose, Minnesota

And

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

Representing:
CUSTODIAL EMPLOYEES OF THE SCHOOL DISTRICT
Effective July 1, 2018 through June 30, 2021
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Article 1 – Purpose

Section 1. Parties: THIS AGREEMENT is entered into between the Melrose Area Public Schools, Independent School District No. 740, Melrose, Minnesota (hereinafter referred to as the School Board or School District) and the International Union of Operating Engineers, Local No. 70 (hereinafter referred to as the exclusive representative) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the PELRA), to provide the terms and conditions of employment for custodial employees during the duration of this Agreement.

Article 2 – Recognition of Exclusive Representative

Section 1. Recognition: In accordance with PELRA, the School District recognizes the International Union of Operating Engineers, Local No. 70 as the exclusive representative for full-time and part-time custodial employees employed by the School Board of Melrose Area Public Schools #740, which exclusive representative shall have those rights and duties as prescribed by the PELRA 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 3, Section 2 of this Agreement and the PELRA and in certification by the Director of the State of Minnesota, Bureau of Mediation Services.

Article 3 – Definitions

Section 1. Terms and Conditions of Employment: 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. “Terms and Conditions of Employment” is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term “custodian” shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five (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 sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) days in that year, and emergency employees.
Section 3. Definitions: Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Full-time Employees: Except as otherwise provided in this Agreement, the reference to the term of full-time employee shall mean an employee regularly employed forty (40) hours or more per week and twelve (12) months per year.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

Article 4 – 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

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 parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the School District rules, regulations, directives and orders, issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

Article 5 – Employee Rights

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion or 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 a union representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check off: Employees shall have the right to request and be allowed dues check off for the exclusive representative. 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. Deductions shall be made each month and transmitted to the exclusive representative together with a list of names of the employees from whose pay deductions were made.

Section 4. Fair Share Fee: In accordance with PELRA, 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 eighty-five (85) percent of the regular membership dues.

The exclusive representative shall provide a 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 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 the 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 deducted 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 fee 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 Stewards: The Union, upon written notification to the District, may designate employee(s) within the bargaining unit to serve as a Union Steward.

Section 6. Negotiation Time: If negotiations are held during work hours, it will not result in any loss of wages/hours. Hours missed will be made up at the discretion of the District.

Article 6 – Hours of Service

Section 1.

Subd. 1. Full-time Employees: A regular work week shall consist of five (5) consecutive days and eight (8) hour per day. In the event of an order by authorized federal or state authority, or other exigency, the School District may modify the duty day or duty week to place the School District in compliance with such federal or state order.

Subd. 2. Part-time Employees: The School District reserves the right to employ such part-time personnel as deemed necessary and desirable, consistent with the provisions of this Agreement. Employees may fill substitute hours/areas and will be compensated at sub pay for those hours worked. Custodial staff who are working at twenty (20) or more hours per week but less than forty (40) hours shall receive a pro-rata amount of sick leave, personal leave, bereavement leave, vacation, uniform allowance, shift differential, holidays, and must be enrolled in the District’s income protection insurance plan according to Article 7, Section 3 of this contract. No other conditions of employment/benefits shall be provided to part-time staff unless specified in this agreement/contract. Employees who work less than twenty (20) hours per week shall not receive any of the conditions listed above in Subd. 2.

Section 2. Starting Times: Starting times shall be determined by the School District.

Section 3. School Closings: In the event that the school is closed for any reason and the School District does not require employees to perform services, the employees’ compensation shall be reduced accordingly.

Article 7 – Rates of Pay

Section 1. Basic Rates of Pay: The wages and salaries reflected in Schedule A shall be a part of this agreement for the period commencing July 1, 2018 through June 30, 2019. Schedule B shall be a part of this agreement for the period commencing July 1, 2019 through June 30, 2020. Schedule C shall be a part of this agreement for the period commencing July 1, 2020 through June 30, 2021.

Section 2. Status of Salary Schedule: During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. 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 until a successor Agreement is fully ratified.

Section 3. Shift Differential: A custodial employee whose shift is scheduled to commence at 2:30 pm or later shall be compensated, in addition to their hourly rate, ninety-five cents ($0.95) per hour. In the event custodial employees are called in prior to 2:30 pm, the employee shall receive shift differential for the time the custodial employee works from 2:30 pm on.

Section 4. Boiler License Recognition: Custodians shall be paid for the following amounts each year, provided that the employee’s license is posted at a site to be designated by the school district:

<table>
<thead>
<tr>
<th>License Type</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief</td>
<td>$30.00 per month</td>
</tr>
<tr>
<td>First Class</td>
<td>$20.00 per month</td>
</tr>
<tr>
<td>Second Class</td>
<td>$12.00 per month</td>
</tr>
<tr>
<td>Certified Pool Operator</td>
<td>$30.00 per month</td>
</tr>
</tbody>
</table>

Section 5. Weekend Duty: A rotating schedule of the entire staff (not including subs) based on seniority will be used when custodians have work assignments on Saturdays and Sundays. When based on seniority, a custodian may pass once but will have to work the next time through the rotation.

Section 6. Building Checks: If custodians are asked by their supervisor to perform building checks, they will be compensated $30.00 per day and $50.00 per day on legal holidays.

Section 7. Call Ins/Call Back: If a custodial supervisor is requiring a custodian to report to work for other than their regular hours, they will be compensated for their actual time or a minimum of two (2) hours, whichever is greater at their appropriate rate of pay.

Section 8. Overtime: Overtime (one and one-half) shall be paid for all hours worked in excess of forty (40) hours in one week. Only hours worked shall be counted for purposes of computing overtime. All overtime will need to have prior approval from the Superintendent/Administration except for emergency/unusual situations.

Section 9. Summer Schedule: The summer schedule for all custodians will be 7:00 am – 3:30 pm with one (1) hour for lunch (1/2 hour unpaid). The District reserves the right to change the daily work schedule to meet the needs of the district.

Section 10. School Year Schedule: The school year schedule for custodians will be a shift of eight and one-half (8.5) hours and will include a thirty minute unpaid lunch.
Section 11. Daily Schedule: The District reserves the right to change daily schedules to meet the needs of the District.

Section 12. Open & Closes: Custodians who are asked by their supervisor to perform an open/close that is outside their daily work schedule will be paid at the rate of $50.00 for an open & close. If only an open or a close needs to be done the payment will be $25.00.

An open & close consists of opening & closing the facility with the possibility of moderate cleaning and takes two (2) hours or less. If the open and/or close takes one (1) hour or less the payment would be $25.00. If it takes more than two (2) hours to open/close and to clean, etc., for an event, then the employee would be paid at their regular rate of pay if they had not worked 40 hours of productive time that week. If they had worked over 40 hours of productive then they would be paid at their overtime rate.

Note: Productive time is time that is actually worked and does not include vacation, sick leave, personal leave, floating or holiday time.

Article 8 – Insurance

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

Section 2. Health & Hospitalization Insurance: During the 2018-21 fiscal years for the District's approved plans the School District shall pay up to but not in excess of $1,035.00 per month for 2018-19, $1,065.00 per month for 2019-20, and $1,090.00 for 2020-21 toward family coverage. and $455.00 per month for 2018-19, $485.00 for 2019-20, and $510.00 per month for 2020-21 toward single coverage for full-time employees. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Support staff that have completed at least fifteen (15) years of service in the School District, that retire before the normal date of retirement, may continue to participate in the School District health and hospitalization plan if permitted by the insurance carrier.

Upon retirement, the District will pay up to five (5) years of premiums at the maximum of five hundred dollars ($500.00) per month toward family or single coverage. After five (5) years the employee may remain with the group at their expense. If the premium for any coverage is less than the limitation herein set out, the School District shall not be required to provide additional benefits to the extent of the allowance nor to make any cash payment in lieu of coverage.
Section 3. Income Protection Insurance: The School District shall provide income protection insurance. All employees must be enrolled at their own expense, with premiums to be withheld through payroll deduction.

Section 4. Paid up Life Insurance: The School District shall provide up to, and not in excess of $7.20 per month, during the school year for group paid up life insurance in the amount of $30,000.00 on the life of each full-time employee who qualifies and enrolls in the School District Term Life Insurance Plan.

Section 5. Group Dental Insurance: The School District shall pay up to and not in excess of $20.00 per month during the 2015-2018 school years toward the premium for all full-time employees employed by the School District who qualify and are enrolled in the School District dental insurance plan for individual coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Article 9 – Leaves of Absence

Section 1. Sick Leave

Subd. 1. Custodial staff hired prior to July 1, 2008 shall be credited with fifteen (15) days of sick leave at the beginning of the fiscal year. Custodial staff hired after July 1, 2008 shall be credited with twelve (12) days of sick leave at the beginning of the fiscal year. Annual sick leave is earned on a proportionate basis to the employee’s work year. Custodial staff working less than full-time will be credited with a proportionate amount of sick leave.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred thirty-five days of sick leave per employee. Custodial staff hired after July 1, 2008 may accumulate unused sick leave days to a maximum of seventy-five (75) days per employee.

Subd. 3. Sick leave with pay shall be allowed whenever an employee’s absence is found to have been due to the employee’s illness and/or disability which prevented attendance at school and performance of duties on that day or days. Sick leave may also be used by an employee to care for his/her ill child, spouse, parent, or those of the spouse.

Subd. 4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to an illness in order to qualify for sick leave pay.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised by the Superintendent, in writing.
**Subd. 6.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 7.** Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the District office.

**Section 2. Worker’s Compensation:** Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers’ compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from the accrued sick leave.

**Section 3. Personal Leave**

**Subd. 1.** An employee may be granted leave at the discretion of the School District of not more than two (2) days per year, nonaccumulative.

**Subd. 2.** Personal leave shall not be granted for the day proceeding or the day following a holiday or vacation and first and last days of the school year, except upon the approval of the Superintendent who decision is final and binding.

**Subd. 3.** Requests for personal leave must be made in writing to the Superintendent of schools at least three (3) days in advance. In cases of emergency situations, approval may be granted if the request is less than three (3) days with approval by the Superintendent, whose decision is final and binding.

**Subd. 4.** At no time shall more than one (1) custodian be granted personal leave on any day. The Superintendent at her/her discretion may grant more than one (1) custodian personal leave on the same day.

**Section 4. Bereavement Leave**

**Subd. 1.** A maximum of three (3) days leave shall be granted for the death of the employee’s immediate family. The immediate family shall be defined as a spouse, child including step/foster children, parent, brother, sister, grandparents, grandchildren, significant other, and those of the spouse. One day (up to 3 days per year) shall be granted to be used for the death of a friend or other relative not listed. Additional leave may be granted at the discretion of the Superintendent. The Superintendent’s decision on additional bereavement leave is final and binding. All bereavement leave shall be deducted from the employee’s sick leave.
Section 5. Jury Duty Leave

Subd. 1. Employees serving jury duty shall be paid their full salary less the amount received for jury duty for each day that they would normally be on their job at school.

Section 6. Emergency Leave

Subd. 1. Emergency leave shall be granted at the Superintendent’s discretion for emergencies other than illness. Emergency leave shall be deducted from the employee’s sick leave.

Article 10 – Vacation

Section 1. Qualification for Vacation

Subd. 1. Beginning Date: Vacation time shall be credited at the beginning of the fiscal year according to the following schedule. Annual vacation leave is earned on a proportionate basis to the employee’s work year. Custodial staff working less than full-time will be credited with a proportionate amount of vacation.

Section 2. Number of Days

Subd. 1. The following schedule shall apply to custodial employees:

Employees hired before the 2008-09 school year shall earn the following:
- two (2) weeks annually for the first five (5) years of employment.
- Three (3) weeks annually after five (5) years of employment
- Four (4) weeks annually after fifteen (15) years of employment

Employees hired after July 1, 2008 shall earn the following:

- One (1) week of vacation after one (1) year of employment.
- Two (2) weeks of vacation after five (5) years of employment.
- Three (3) weeks of vacation after fifteen (15) years of employment.

Subd. 2. Other Provisions:

A. When a legal holiday falls within a vacation period, said day shall not be deducted from accumulated vacation.

B. If an employee retires, resigns or is dismissed during the contracted work year, earned vacation days will be paid as a proration to their anniversary date of employment.
C. No new employees will be granted vacation until he/she has completed their probationary period. An employee who resigns, is terminated or otherwise leaves employment prior to the end of his/her probationary period will receive no vacation benefits.

D. Vacation shall not be accumulated except that each employee may carry over and use vacation until August 1st of the next fiscal year. After that a maximum of five (5) days of vacation may be carried over from one (1) year to the next. The maximum vacation which can be accumulated during any one time will be equal to the current vacation plus the five (5) carry over days.

E. Vacations shall be arranged with the immediate supervisor subject to the approval of the administration. Notifications shall be given at least one week in advance of the requested time off.

G. Vacations will be granted depending on the District’s ability to have enough substitutes to cover work assignments during days that school is in session. If there are not enough substitutes available then vacation will be granted by seniority and the date that the request was received.

Article 11 – Holidays

Section 1. Holidays: The following shall be considered paid holiday for the custodial employees: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, New Year’s Day, President’s Day, Memorial Day, Fourth of July, Good Friday, Easter Monday; the day before or after Christmas, and the day before or after New Year’s. Compensatory days are in effect only for Christmas, New Year’s, and July 4th. The employee will be allowed the prior Monday off if July 4th falls on Tuesday. If July 4th falls on Thursday, the custodial employee will have the following day (Friday) off.

An additional two (2) floating holidays are granted at the request of the employee. (If any of the days above fall on a regular scheduled student attendance day, the employee must receive special permission from the superintendent to take the listed day off. If permission is not granted, the employee must work that day and take the day off at another time. Floating holidays are non-accumulative. Any employees hired after the 2007-08 school year will not be eligible for floating holidays.

Article 12 – Vacancies & Job Posting

Section 1. Posting of Vacancies: All permanent vacancies in full-time and part-time positions will be posted in-house for seventy-two (72) hours. The union steward shall be provided with a copy of all postings. A permanent vacancy is defined as one anticipated to last more than six (6) months.
Application for Vacancies: All employees under this Agreement may submit an application for any vacancy, which is posted pursuant to this Article.

Section 3. Filling of Vacancies: The School District may fill vacancies from internal and external candidates in the sole discretion of the School District. The School District decision shall be final and shall not be subject to the grievance procedure.

Article 13 – Seniority

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement within areas of license and qualifications concerning reduction in work force.

Section 2. 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 date or original employment. If more than one employee is hired on the same date, seniority ranking shall be alphabetical by the last name (first in alphabet first in seniority). If the last names are the same, it shall be determined by lot.

Section 3. Lay Off Application: When reducing the work force, the School Board will use the following procedure:

Subd. 1. The School Board will identify the employee(s) being terminated/laid off and will notify all members of the employee group.

Subd. 2. The employee(s) whose position(s) are affected by the reduction shall have the right to replace any less senior employee in the same or a lower job classification provided the employee is qualified for the position selected.

Subd. 3. The replacement procedure will be repeated until the employee with the least seniority is laid off or an employee waives his/her right of seniority.

Subd. 4. Employees laid off because of a reduction in the work force will be placed on a recall list for one (1) year. Only full-time employees no longer on probation will be granted the right of recall.

Subd. 5. Employees will be recalled in the inverse order of layoff. If the employee chooses not to accept an available full-time position, the employee will be officially terminated with no right of recall.

Subd. 6. During the recall period, experience and leave credits will be frozen.

Section 4. Notice of Recall: Notice of recall for a permanent vacancy shall be made by certified mail, return receipt requested, to the last known address of the employee being
recalled except if the district cannot deliver the notice. Response to the notice of recall shall be made to the School Board in writing within seven (7) calendar days after the date of receipt of such notice. Employees failing to respond within seven (7) calendar days of notice or who fail to report for work shall waive any right to re-employment and shall have their name removed from the recall list.

Article 14 – Discipline, Discharge, and Probationary Period

Section 1. Probationary Period: An employee under the provisions of this Agreement 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 provision of the contract alleged to have been violated.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged, or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

Section 3. Discipline:

Subd. 1. Purpose: The purpose of this section is to set forth the procedures for, and the conditions under which, employees may be disciplined. All discipline shall be for just cause and be subject to the grievance procedure found in Article 15 of this Agreement, except as modified herein.

Subd. 2. Steps: Disciplinary action includes the following. The District reserves the right to judge the relative seriousness of the matter and will determine the level of the disciplinary action.

A. Oral Reprimand – An oral reprimand shall be clearly identified as such at the time it is administered. The District may document the oral reprimand and place it in the file of record maintained by the Supervisor.

B. Written Reprimand – A written reprimand shall include a factual statement of the incident. A written reprimand shall be placed in the personnel file maintained by the District on the employee. A copy of the written reprimand will be given to the employee with a copy being given to the union.

C. Suspension Without Pay – An employee may be suspended without pay for just cause. The Suspension shall take effect upon notification.
from the Superintendent, or his/her designee, to the employee stating
the grounds of the suspension. A suspension without pay shall be
placed in the personnel file maintained by the District on the
employee. A copy of the written reprimand will be given to the
employee with a copy being given to the union.

D. Termination: An employee may be terminated for cause. The
employee will be given written notice of termination, including a
statement of the reason(s) therefore. A copy of the notice of
termination shall be placed in the personnel file maintained by the
District on the employee with a copy being given to the union.

Article 15 – Grievance Procedure

Section 1. Grievance Definition: A “grievance” shall mean an allegation by an
employee resulting in a dispute or disagreement as to the interpretation or application of
any terms or terms of 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 his/her behalf.

Section 3. Definitions & 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 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 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 & 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 & Waiver: Grievances shall not be valid for consideration
unless the grievance is submitted in writing to the School Board’s designee setting forth
the facts and the specific provision of the Agreement allegedly violated and the particular
relief sought within fifteen (15) 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 Board’s designee.

Section 5. Adjustment of Grievance: The parties 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 1. If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level 2. In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after the receipt of the decision in level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level 1 or 2 of this procedure at the request of the grievant or at its own instance, provided the School Board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level 1 or Level 2 has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to affirm, reverse or modify such decision and 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 7. Denial of Grievances: Failure by the School Board or its representatives 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 a request must be filed in the office of the Superintendent within ten (10) days following the decision in Level 2 or within
ten (10) days after the decision of the School Board if the School Board reviews a
decision pursuant to Section 6 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, may, within ten (10) days after the request to
arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on
an arbitrator is reached, either party may request the Commission of the Bureau of
Mediation Services to submit a panel of seven (7) arbitrators to the parties,
pursuant to PELRA, provided such request is made within twenty (20) days after
request for arbitration. The request shall ask that the panel be submitted within
ten (10) days* after the receipt of said request. Within ten (10) days after receipt
of the panel, the parties shall alternately strike names, and the remaining name
shall be the arbitrator to hear the grievance. The order of striking will be
determined by lot. Failure to agree upon an arbitrator or the failure to request an
arbitrator from the Commissioner within the time period is provided herein shall
constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information

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

(1) The issues involved.
(2) State of the facts.
(3) Position of the grievant.
(4) The written documents relating to the grievance.

b. The School Board may make a similar submission of information
relating to the grievance, either before 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 thirty (30)
days after the close of the hearing. Decisions by the arbitrator in cases properly
before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party’s representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the 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 procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligation of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Article 16 – Severance Pay

Section 1. Full-time employees that have been employed full-time by District #740 at least fifteen (15) consecutive years, and who are at least fifty-five (55) years of age at the time of separation from employment are eligible for severance pay. An employee is not eligible for severance if separation is due to termination for reasons other than reduction in force. An employee reduced from full-time to part-time status shall be considered pro-rata severance.

Full-time 12 month employees who have been employed full-time by District #740 at least five (5) consecutive years are eligible to participate in the District’s qualified deferred compensation matching program.

Contributions to the District’s qualified deferred compensation matching program shall be subject to a maximum value of ten (10) days per year at fifty dollars ($50.00) per day as set forth in the severance formula. Any District contribution in the qualified deferred
compensation matching program shall be reduced from the severance pay as listed in the formula. Election of a deferred compensation amount must be made prior to October 1.

Full-time staff hired after July 1, 1995, shall only have access to the District’s qualified deferred compensation plan.

The severance formula is as follows: 50% of unused days of sick leave at the time of separation X $60.00 per day equal the severance payment.

**Article 17 – Uniforms**

**Section 1.** The District shall provide one hundred fifty dollars ($150.00) each year to each custodian to purchase five (5) common shirts per year or other work clothing, as approved. Eligibility for reimbursement pursuant to this Article is conditioned upon application along with a receipt to be provided to the School District on or before December 1st of each year (July 1 – June 30). Only one (1) application for reimbursement will be considered during any one (1) fiscal year. Employee shirts must be worn at all times when on duty and must be in presentable condition.

**Article 18 – Educational Reimbursement**

**Section 1.** An employee shall be compensated for desired or required education upon satisfactory completion of the program. The employee shall be required to obtain prior authorization before enrollment in any educational program.

**Section 2.** The District will pay registration fees or course tuition for workshops, seminars or courses directly related to the employee’s responsibilities with the District subject to the approval, in advance, of the Superintendent as directed in Section 1.

**Article 19 – Duration**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing July 1, 2015 through June 30, 2018, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2015, it shall give written notice of such intent no later than March 1, 2018.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the custodial employees of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school of employment inconsistent with these provisions.
Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except if mutually agreed by 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 provision of this Agreement or the application of any provision thereof.

Salary Schedules

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<tr>
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<th>Schedule C</th>
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Longevity Increments

Beginning of 15th Year Employed $0.35/hour
Beginning of 20th Year Employed $0.60/hour
Beginning of 25th Year Employed $0.85/hour
Beginning of 30th Year Employed $1.10/hour
IN WITNESS THEREOF, the parties have executed this Agreement as follows:

Melrose Area Public Schools #740
Melrose, Minnesota

Pamela Hellen
School Board Chair

Becky Fademerd
School Board Clerk

International Union of Operating Engineers
Local 70

David C. Monroe
Business Manager

President

Linda Powers
Recording Secretary

Business Representative

Committee

Committee

9-24-18
Dated

9-24-18
Dated
Letter of Understanding
for the
Custodial Staff Working Agreement

Weather conditions that prevent us from holding school for students and also that create safety problems for personnel will be addressed in the following manner during this Working Agreement.

The Maintenance and Operation of the school facility needs to be considered for the present and following day. The severity of the weather will also be a part of the decision to close the campus and allow custodial employees to leave or not report.

A reminder is in order that any misuse or abuse of time taken will only hamper arrangements for the next working agreement.

Possible Storm Situations:

1. School closed all day based on a local decision-
   * Personnel may take the day from vacation or personal leave.

2. School closed all day based on the Governor’s decision-
   * Personnel are given the day with pay.

3. School has a two hour late start-
   * Personnel are to be here at regular times. Time delays are to be designated to one of the leaves stated in item #1.

4. School closing early-
   * Personnel are to help monitor and prepare the building for closure and are not to leave until students have left the building and all immediate duties have been completed. Personnel may take the remaining time of their shift as one of the leaves stated in item #1.

5. School closed for the day or early closing-
   * Late shift personnel, if unable to come in are to address their time with one of the leaves stated in item #1.

6. Personnel that have traveled a distance outside of the school district and cannot get back because of severe weather conditions at that location will need to address time missed as one of the leaves stated in item #1.

7. With each severe weather situation being different, the option of sending everyone home at the same time needs to be left open to the
superintendent's decision. If the decision is made to send personnel home early due to safety issues, the personnel will be paid for their regular hours that remain.

8. Because of the many possibilities and when severe weather may occur, the District cannot keep everything the same for all positions.