AGREEMENT
between
BRECK SCHOOL
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 26

Effective through June 30, 2018
TABLE OF CONTENTS

ARTICLE I
PARTIES ............................................................................................................. 1

ARTICLE II
RECOGNITION ............................................................................................... 1

ARTICLE III
DEFINITIONS .................................................................................................. 1

ARTICLE IV
MANAGEMENT RIGHTS ................................................................................. 1

ARTICLE V
NO STRIKE CLAUSE .................................................................................... 2

ARTICLE VI
HOURS OF SERVICE .................................................................................... 2

ARTICLE VII
RATES OF PAY ............................................................................................. 3

ARTICLE VIII
GROUP INSURANCE ..................................................................................... 4

ARTICLE IX
VACATIONS .................................................................................................... 6

ARTICLE X
PAID HOLIDAYS .......................................................................................... 7

ARTICLE XI
LEAVES OF ABSENCE ................................................................................ 7

ARTICLE XII
DISMISSAL AND PROBATION ..................................................................... 8

ARTICLE XIII
MISCELLANEOUS ........................................................................................ 11

ARTICLE XIV
UNION LEAVE ............................................................................................ 12

ARTICLE XVI
DURATION ...................................................................................................... 12
ARTICLE I

PARTIES

THIS AGREEMENT is entered into between Breck School, (hereinafter referred to as the Employer) and the Service Employees International Union, Local 26 (hereinafter referred to as the Union), pursuant to and in compliance with the National Labor Relations Act as amended, to provide the terms and conditions of employment for employees as defined in Article II hereof during the duration of this Agreement.

ARTICLE II

RECOGNITION

In accordance with the National Labor Relations Act, as amended, the Employer recognizes the Union as the exclusive representative of employees, as certified by the National Labor Relations Board, Case No. 18-RC-11788, for the appropriate unit as defined in said case and described as follows: regular full-time janitorial employees and regular part-time janitorial employees, employed at least twenty-four (24) hours per week and nine (9) months per year, employed by the Employer at its 123 Ottawa Avenue North facility, and excluding the following: all other employees, the Assistant Maintenance superintendent, Foremen, the guards and supervisors as defined in the National Labor Relations Act, as amended.

It is understood, however, that any employee who was a stipulated, eligible voter in the original representation election shall be considered as a member of the bargaining unit by the Employer as long as such an employee remains continuously in the employ of Breck School.

ARTICLE III

DEFINITIONS

Section 1. Employer: For purposes of this Agreement, the term “Employer” shall mean Breck School, or its properly designated officials and representatives.

Section 2. Employee: For purposes of this Agreement, the term “Employee” shall mean a member of the appropriate unit as described in Article II hereof.

Section 3. Union: For purposes of this Agreement, the term “Union” shall mean the Service Employees International Union, Local 26.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Inherent Managerial Rights: Except as otherwise expressly delegated in this Agreement, the Union recognizes that the Employer has full responsibility to manage and operate the school, including but not limited to the following areas of Employer discretion and management prerogatives: the functions and programs of the Employer, its budget, the organizational structure, the selection, assignment, direction and determination of number and classification of employees, the hiring, promoting, demoting, transferring, evaluation, retention
and nonretention of employees, the suspension, discipline or discharge of any employee, the
general administration of the school, including the scheduling and modification of class
schedules, and the control and use of school facilities, properties, materials and equipment. The
foregoing enumeration of Employer and management rights and responsibilities shall not be
deemed to exclude other inherent management rights and functions not expressly reserved
herein, and all management rights and functions not expressly delegated in this Agreement are
reserved to the Employer.

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

Section 3. Effect of Laws, Rules and Regulations: The Union recognizes that all
employees covered by this Agreement shall perform the duties and services as prescribed by the
Employer. The Union also recognizes the right, obligation and duty of the Employer and its duly
designated officials to promulgate rules, regulations, directives and orders insofar as such rules,
regulations, directives and orders are not inconsistent with the terms of this Agreement. The
parties further recognize that the provisions of this Agreement are subject to applicable laws of
the State of Minnesota, deferral laws and applicable rules, regulations and orders of state and
federal governmental agencies. Any provision of this Agreement found to be in violation of any
such laws, rules, regulations, directives and orders shall be null and void and without force and
effect.

ARTICLE V

NO STRIKE CLAUSE

During the term of this Agreement, neither the Union nor any employee shall engage in a
strike, defined as any concerted action in failing to report for duty, the willful absence from one’s
position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full,
faithful and proper performance of the duties of employment for the purposes of inducing,
influencing or coercing a change in the conditions or compensation or the rights, privileges, or
obligation of employment.

ARTICLE VI

HOURS OF SERVICE

Section 1. Full-Time Employees: A regular work week for full-time employees shall
consist of forty (40) hours per week.

Section 2. Part-Time Employees: The Employer reserves the right to employ such
part-time personnel as deemed necessary and desirable.

Section 3. Starting Times and Shifts: Starting times and shift assignments shall be
determined by the Employer.
ARTICLE VII

RATES OF PAY

Section 1. Effective Date: The wages and salaries reflected herein shall be a part of this Agreement and shall be effective as provided herein for a period as provided in the Duration Clause of this Agreement.

Section 2. Rates of Pay:

Subd. 1. Basic Rates of Pay: (July 1, 2015 through June 30, 2016)

<table>
<thead>
<tr>
<th></th>
<th>First 6 mos. of continuous employment</th>
<th>After 6 mos. of continuous employment</th>
<th>3 or more years of continuous employment</th>
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Subd. 2. Basic Rates of Pay: (July 1, 2016 through June 30, 2017)

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</tbody>
</table>

Subd. 3. Basic Rates of Pay: (July 1, 2017 through June 30, 2018)

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<th>After 6 mos. of continuous employment</th>
<th>3 or more years of continuous employment</th>
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<td>Maintenance</td>
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<td>19.60</td>
<td>19.90</td>
</tr>
</tbody>
</table>

Subd. 4. The rates provided herein shall be minimum rates for employees in classifications and time periods as described herein.

Section 3. Early Morning and Night Shift Differential. Employees assigned an early morning or night shift assignment shall receive a differential of 25¢ per hour. For purposes of this section, an early morning shift assignment differential shall be paid for hours worked before 5:45 a.m. and the night shift assignment shall mean a shift commencing between the hours of 3:00 p.m. and 5:00 p.m.
Section 4. Overtime Pay. Overtime required and authorized by the administration shall be paid at the rate of time and one-half (1½) for all hours over forty (40) working hours in the week and for time worked on Sundays.

Section 5. Holidays. Any employee assigned to work on a holiday as described in Article X of this Agreement shall receive his/her regular holiday pay, plus time and one-half (1½) for hours assigned to work on such holiday.

Section 6. Retirement Contribution.

Subd. 1. If the employee chooses to participate in the TIAA-CREF Retirement Plan and makes a contribution by payroll deduction, the Employer shall make a matching contribution to TIAA-CREF on behalf of the employee up to 5% of salary.

Subd. 2. To participate in the TIAA-CREF program as provided in Subd. 1, an employee must enroll in the program within the time lines and rules as provided by the Employer.

ARTICLE VIII

GROUP INSURANCE

Section 1. Hospitalization – Major Medical Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2015 until June 30, 2018 the Employer shall contribute six hundred sixteen dollars and ten cents ($616.10) per month toward the individual coverage for the current group hospitalization-major medical insurance plan for each eligible Employee employed by the Employer who is enrolled in the group hospitalization-major medical plan.

In no case shall the Employer pay any amount in excess of the total premium cost of the plan selected. If the cost of the premium should exceed the specified limits, the additional cost shall be the sole responsibility of the Employee. The Employee’s portion shall be paid by payroll deduction.

Subd. 2. Employee Plus One Coverage: Effective July 1, 2015 until June 30, 2018 the Employer shall contribute nine hundred fifty one dollars and sixty cents ($951.60) per month toward the individual coverage for the current group hospitalization-major medical insurance plan for each eligible Employee employed by the Employer who is enrolled in the group hospitalization-major medical plan.

In no case shall Employer pay any amount in excess of the total premium cost of the plan selected. If the cost of the premium should exceed the specified limits, the additional cost shall be the sole responsibility of the Employee. The Employee’s portion shall be paid by payroll deduction.

Subd. 3. Family Coverage: Effective July 1, 2015 until June 30, 2018 the Employer shall contribute one thousand five hundred fifty four dollars ($1,554.00) per month toward the individual coverage for the current group hospitalization-major medical
insurance plan for each eligible Employee employed by the Employer who is enrolled in
the group hospitalization-major medical plan.

In no case shall the Employer pay any amount in excess of the total premium cost
of the plan selected. If the cost of the premium should exceed the specified limits, the
additional cost shall be the sole responsibility of the Employee. The Employee’s portion
shall be paid by payroll deduction.

**Section 2. Dental Insurance:**

**Subd. 1. Individual Coverage:** The Employer shall contribute one hundred
percent of the premium cost for individual preventative dental coverage or one-half of the
premium cost for individual comprehensive (expanded) coverage in the Employer-
provided dental insurance plan for each eligible Employee who elects to participate in
the plan. The Employee’s portion, if any, shall be paid by payroll deduction. The dental
insurance plan may be a dental maintenance organization (DMO) or any other plan
selected by the Employer. The provision of a dental insurance plan by the Employer
shall be contingent upon meeting the provider’s participation requirements.

**Subd. 2. Dependent Coverage:** Alternately, the Employer shall contribute one-
half of the premium cost for dependent preventative dental coverage in the Employer-
provided dental insurance plan for each eligible Employee who elects to participate in
either the dependent preventative or the comprehensive coverage in the plan. The
Employee’s portion shall be paid by payroll deduction. Availability of dependent
coverage is subject to the restrictions set forth in Subdivision 1.

**Section 3. Group Long Term Disability Insurance:**

**Subd. 1** - Each eligible employee shall contribute the sum of $2.50 per month of
service for the current mandatory group long term disability plan and the Employer shall
contribute the balance of the premium. The portion of the premium contributed by the
employee shall be paid by payroll deduction.

**Subd. 2** – Determination of eligibility for LTD benefits shall be made solely by
the insurer and shall not be subject to grievance under this contract.

**Section 4. Life Insurance:** The Employer shall provide a group term life insurance plan
providing $25,000 of life insurance for each eligible employee. The plan shall include an
accidental death and dismemberment clause.

**Section 5. Claims Against the Employer:** The Employer’s only obligation under this
Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and
no claim shall be made against the Employer as a result of a denial of insurance benefits by the
insurance carrier pursuant to the policy provisions.

**Section 6. Duration of Insurance Contributions:** Except as otherwise provided in this
Agreement, an employee is eligible for monthly Employer contributions as provided in this
Article as long as the employee is employed by the Employer. Upon termination of
employment, all Employer participation and contributions shall cease, effective on the last
working day.
Section 7. Eligibility: For purposes of eligibility for benefits as provided in this Article, an employee must be regularly employed at least twenty-five (25) hours per week and nine (9) months per year and an employee employed less than twenty-five (25) hours per week and nine (9) months per year shall not be eligible for participation in such benefits.

ARTICLE IX

VACATIONS

Section 1. Eligibility: For purposes of this Article, vacation shall apply only to full-time employees defined as those employed on a twelve (12) month basis and forty (40) hours per week.

Section 2. Earned Vacation: Full-time employees under these provisions shall accrue vacation leave, with pay, as follows:

Subd. 1. 5/6 of a day for each month of service during the first five (5) years of service (ten (10) days per annum).

Subd. 2. 1/4 days for each month of service after completion of five (5) years of service (fifteen (15) days per annum).

Subd. 3. 1/2 days for each month of service after the completion of ten (10) years of service (twenty (20) days per annum).

Section 3. Vacation Rules:

Subd. 1. If an employee fails to complete one (1) year of service in the school facility, he/she shall not be entitled to any vacation pay. An employee who has completed at least one (1) year of service shall be entitled to receive the prorate pay for unused vacation time provided such employee gives the Business Manager at least two (2) weeks advance notice of his/her resignation.

Subd. 2. Vacations will be taken during the year as agreed to between the employee and the Employer, consistent with the needs of the service. Employees should normally schedule vacation leave during times school is not in session.

Subd. 3. It is the policy of the Employer not to permit accrual of and carrying over of vacation leave. Vacation leave, however, may be carried over with the written permission of the Business Manager.

Subd. 4. Subject to Subd. 2. In the event of a conflict between the vacation preferences of two or more employees, the employee with greater length of seniority shall have preference provided the employees have submitted their requests prior to September 30. After September 30, vacations are awarded on a first come, first-awarded basis.
ARTICLE X

PAID HOLIDAYS

Section 1. Eligibility: For purposes of this Article, paid holidays shall apply only to full-time employees defined as those employed on a twelve (12) month basis and forty (40) hours per week.

Section 2. Paid Holidays: Full-time employees shall be granted the following paid holidays:

1. New Years Day
2. Martin Luther King Day
3. Presidents’ Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. Christmas Eve Day
11. Christmas Day

Section 3. Weekends: Holidays that fall on weekends will be observed on a day established by the Employer.

Section 4. School in Session: The Employer reserves the right, if school is in session, to reschedule any of the above holidays. Any legal holiday or holiday that falls within an employee’s vacation period shall not be counted as a vacation day.

Section 5. Eligibility: In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on paid sick leave or on vacation under these provisions.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Illness Leave:

Subd. 1. A full-time permanent employee who has been on the payroll for three (3) consecutive months, beginning with the fourth month, shall receive one (1) day of sick leave for each month worked thereafter.

Subd. 2. Unused sick leave days may accumulate to a maximum of twenty-four (24) days. Unused sick leave accruing after July 1, 2004, may accumulate to a maximum of sixty (60) days. Upon the employee’s termination, all unused sick leave shall lapse.
Subd. 3. Sick leave shall not accumulate during any time that an employee is on leave of absence, or in any month in which the employee does not perform services for at least fifteen (15) days.

Subd. 4. Sick leave with pay shall be allowed by the Employer whenever an employee’s absence is found to have been due to illness which prevented his attendance at school and performance of duty on that day or days.

Subd. 5. The Employer may require an employee who has been absent because of illness 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.

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

Section 2. Bereavement Leave: Bereavement leave, with pay, shall be granted for death in the immediate family. If the death necessitates the employee being absent more than one (1) day from the facility, additional time, not to exceed four (4) days per occurrence, is subject to the discretion of the Head of School depending upon the circumstances surrounding the death.

In the case of the death in the immediate family outside of the Continental United States, an employee must provide his/her supervisor with proof of death. Additional unpaid leave of six (6) days may be provided subject to the discretion of the Head of the School depending upon the circumstances surrounding the death, except that in no circumstance shall the total number of days off exceed a maximum of ten (10) days including any combination of paid and unpaid leave.

For purposes of this Section, immediate family shall be defined as the employee’s spouse, child, parent, brother or sister, mother-in-law, father-in-law and grandparents.

Section 3. Jury Duty Leave: An employee must, within one working day of receipt of the summons of jury duty, provide a copy of the summons and notify his/her manager of the days required to be available for jury duty. Full-time employees in a paid status will receive their regular compensation and will return all jury duty fees to the Business Manager.

ARTICLE XII

DISMISSAL AND PROBATION

Section 1. Completion of Probation: An Employee who has completed the probationary period as provided in Section 2 hereof shall be dismissed only for cause, and a dismissal by the Employer is appealable directly to the arbitration clause of the Grievance Procedure, Section 6 of Article XIII, provided written notice of appeal by the Employee is filed with the Employer within eight (8) calendar days of report of the written notice of dismissal.

Section 2. Probationary Period: An Employee shall serve a probationary period of one (1) full year of employment as an Employee at Breck School, during which time an Employee shall not have access to any appeal procedure if discharged by the Employer.
ARTICLE XIII

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 terms and conditions of employment insofar as such matters are covered by this Agreement.

Section 2. Representative: The employee or Employer may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Business Manager, 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 of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another level 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 Business Manager.

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the Business Manager, or his/her designee, shall give a written decision on the grievance to the parties involved within seven (7) days after the 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 Head of School, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Head of School, the Head of School or his/her designee shall set a time and meet regarding the grievance within ten (10) days after receipt of the appeal.
Within ten (10) days after the meeting, the Head of School or his/her designee shall issue a decision in writing to the parties involved.

**Section 6. Arbitration Procedure:** Except where otherwise provided in this agreement, in the event that the employee and the Employer are unable to resolve a grievance within the Provisions of Section 5 hereof, the grievance may be submitted to arbitration as defined herein.

**Subd. 1. Notice of Appeal.** Notice of submission of a grievance to arbitration must be in writing signed by the aggrieved employee and must be filed in the office of the Head of School within ten (10) days following the decision in Section 5, Subd. 2 (Level II) hereof.

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

**Subd. 3. Selection of Arbitrator.** A grievance appealed to arbitration shall be heard before a single arbitrator. The parties shall attempt to agree upon the arbitrator to hear a matter which has been properly appealed. In the event that the parties cannot reach an agreement within ten (10) days after the notice of arbitration, either party may request a list of five (5) arbitrators from the Bureau of Mediation Services provided such request is made within ten (10) days from the date of the notice of arbitration. Within five (5) days after receipt of such list, an arbitrator shall be selected by the alternate striking process by the parties. The Union shall strike first. After each party has stricken names alternately, the remaining arbitrator shall serve as the neutral arbitrator.

**Subd. 4. Hearing.** Each party may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing by the arbitrator at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 5. Decision.** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject to the limitations of arbitration as provided in Subd. 7 of this Section.

**Subd. 6. Expenses.** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party’s representative, 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 losing party shall pay the fees and expenses of the arbitrator and the cost of the transcript or recording, if any. However, the party ordering a copy of the transcript shall pay for such copy.

**Subd. 7. Jurisdiction.** The arbitrator shall have jurisdiction only over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure and this Agreement. 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. The arbitrator shall have no power to add to, delete or modify any provision of this contract. All work and other conditions prevailing immediately prior to the raising of the question to be decided by the arbitrator shall remain unchanged until final decision has been reached thereunder. The arbitrator shall not substitute his/her judgment for the judgment of the Employer and shall sustain a grievance only if there is a violation of an express provision of this contract. Further, the arbitrator shall not have jurisdiction to review any decisions by the Employer that are discretionary under the terms of this Agreement.

Section 7. Waiver of Step: Upon mutual agreement of the parties, any step of this procedure may be waived and processed at a higher level.

Section 8. Denial of Grievance: Failure by the Employer 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 9. Arbitration Proceedings: The parties agree that arbitration hearing shall not be held during the employee’s duty day, nor on school premises, except by mutual consent of the parties.

Section 10. Grievance Form: A form which must be used for filing grievances shall be provided by the Union.

ARTICLE XIV

MISCELLANEOUS

Section 1. Copies of Agreement: The Employer shall provide each member of the appropriate unit with a copy of this Agreement.

Section 2. Uniforms: All employees will be required to wear uniform (trouser and shirt) as provided by the Employer during work hours. Uniforms provided by the Employer shall be worn only when performing services for the Employer. The Employer shall furnish the necessary uniforms and launder them. The selection and purchase of uniforms shall be made by the Employer. Uniform shall remain the property of the Employer and shall be returned to the Employer by the employee upon termination of employment.

Section 3. Posting of Vacancies:

Subd. 1. The Employer shall post written notice of permanent vacancies in positions covered by this Agreement. Such notice shall be posted for five (5) calendar days and shall include a general description of the position, qualifications and other pertinent information.

Subd. 2. For purposes of this section, a permanent vacancy shall be a vacancy anticipated to last at least one (1) calendar year. A temporary vacancy shall be defined as a vacancy anticipated to be less than one year’s calendar duration, and such vacancy need not be posted. Any employee may apply for such vacancies.
Section 4. Dues Check-off: Employees shall have the right to dues check-off to the Union. Upon receipt of a properly executed authorization slip from the employee involved, the Employer will deduct from the employee’s paycheck the dues that the employee has agreed to pay to the employee organization during the period provided, and transmitted monthly to the Union, together with a list of names of the employees from whom deductions were made. The Union agrees to file a dues deduction assignment form with the Employer for each employee prior to such deductions.

ARTICLE XV

UNION LEAVE

Section 1. Contract Negotiations: Up to three employees can attend negotiations for the subsequent contract and will receive their regular compensation for the actual hours spent at contract negotiations with the Employer.

ARTICLE XVI

DURATION

Section 1. Term and Reopening: This Agreement shall remain in full force and effect for a period commencing on July 1, 2015, through June 30, 2018. A party desiring to terminate or modify this Agreement on July 1, 2018, or on July 1 of any year thereafter, shall give written notice to the other party no later than sixty (60) days prior to July 1, 2018, or sixty (60) days prior to July 1 of any year thereafter in which termination or modification is requested.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the Employer and the Union representing the employees. The provisions herein relating to terms and conditions of employment of employees supersede any and all prior agreements, practices, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the Employer to continue or discontinue existing or past practices, or prohibit the Employer from exercising all management rights and prerogatives defined in this Agreement, except insofar as such exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations 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 provision of this Agreement or the application of any provision thereof.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Service Employees International
Union, Local 26
312 Central Avenue, Suite 356
Minneapolis, MN 55414

Its President

Dated: 06/19/2015

Breck School
123 Ottawa Avenue North
Minneapolis, MN 55422

Its Board of Trustees President

Dated: 06/16/2015

RRM: 201313