AGREEMENT

between

BERTHA HEWITT ISD #786

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

July 1, 2017 through June 30, 2019
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ARTICLE 1 – PREAMBLE

Section 1. Parties and Duration. This Agreement is made and entered into by and between Independent School District #786 hereinafter referred to as the District and Local No. 70 of the International Union of Operating Engineers hereinafter referred to as the Union. This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019 and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act of 1971 as amended.

Section 2. Purpose. The District and the Union recognizes the need to promote orderly and constructive relationships and that unresolved disputes between the District and its employees are injurious to the public as well as the parties involved - therefore this Agreement has as its purpose the promotion of harmonious relationships between the parties: the establishment of an equitable and peaceful procedure for the resolution of differences: and the establishment of rates of pay, hours of work and other conditions of employment as specified by P.E.L.R.A.

ARTICLE 2 – RECOGNITION OF UNION

Section 1. Recognition. The District recognizes the Local 70 of International Union of Operating Engineers as the exclusive bargaining representative for all employees within the appropriate bargaining unit.

Section 2. Appropriate Unit. The Union shall represent all non-certified employees of Independent School District No. 786 who are employed for more than 14 hours per week and more than 100 work days per year excluding supervisory employees, confidential employees, part-time employees who do not work at least 14 hours per week or 35% of a normal work week, and employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year.

Section 3. Unit Clarification. Disputes which may occur over the inclusion or exclusion of new or changed job positions or classifications shall be referred to the State Bureau of Mediation Services for expedient resolution. The decision of the State Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.
Section 4. Exclusivity. The District will not meet and confer or meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The District will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

ARTICLE 3 – DEFINITIONS

Section 1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation thereafter including fringe benefits except retirement contributions for benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Normal Work Week. For the purpose of computing and/or prorating benefits the workweek shall be defined as 40 hours.

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

ARTICLE 4 – EMPLOYER RIGHTS & RESPONSIBILITIES

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 include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities. The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations.

The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the District. The Union also recognizes the right of the District or it’s duly designated officials to
promulgate reasonable rules, regulations, directives and orders from time to
time as deemed necessary by the employer in so far as such rules, regulations,
directives and orders are not inconsistent with the terms of this Agreement.

Section 3. Reservation of Managerial Rights. The foregoing enumeration of
Board rights and duties shall not be deemed to exclude other inherent
management rights and management functions not expressly reserved herein,
and all management rights and management functions not expressly
delegated in this agreement as reserved to the School Board.

ARTICLE 5 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Right to Views. Nothing contained in this Agreement shall be
construed to limit, impair or affect the right of any public employee or his/her
representative to the expression or communication of a view, grievance,
complaint or opinion on any matter related to the conditions or compensation
of public employment or their betterment, nor shall it be construed to require
any public employee to perform labor or services against his/her will, 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 Union.

Section 2. Right to Join or Not to Join. Employees shall have the right to form
and join labor or employee organizations, and shall have the right not to form
and join such organizations. Employees in an appropriate unit shall have the
right by secret ballot to designate an exclusive representative for the purpose
of negotiating grievance procedures and the terms and conditions of
employment.

Section 3. Dues Check Off. The District shall deduct monthly membership
dues from the earnings of those employees who authorize such deductions in
writing. The Union shall submit such authorizations and certify the amounts
to be deducted at least seven (7) days prior to the end of the payroll period for
which the deductions are to be effective and the deductions shall continue in
effect until cancelled in writing by the employee. The aggregate deductions of
all employees, together with a list of the names of the employees from whom
deductions were made, shall be remitted to the Union office within thirty
(30) days after such deductions are made. Employees who are scheduled to
work less than twelve (12) months per year shall have twelve months dues deducted in equal amounts during the months for which they appear on the payroll. Employer obligation for dues check off ceases when an employee is no longer on the payroll.

**Section 4. Fair Share.** All employees who are not members of the Union shall be required by the Union to contribute a fair share fee for services rendered by the Union in an amount equal to the regular member dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fair share fee exceed 85% of the regular membership dues. The Union shall provide advanced written notice of the amount of the fair share fee assessment to the Bureau of Mediation Services, to the District, and to the employee fair shared. The District shall deduct the fee from the earnings of the employee and transmit the fee to the Union thirty days after the written notice was received, or, in the event a challenge is filed the deductions for a fair share fee shall be held in escrow by the District pending a decision by the State Bureau of Mediation Services. Any challenges of such fee shall be solely between the Union and the employee involved. In the event of a challenge the burden of proof relating to the amount of the fair share fee shall be on the Union.

**Section 5. Indemnity.** The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of this article.

**Section 6. Employee Lists.** The District shall advise the Union office in writing of the names, addresses, telephone number, social security numbers, classifications, starting dates, birth dates and insurance coverage (single or dependent) of all employees eligible for membership in this bargaining unit. The Union office shall be notified in writing upon the effective date of termination. The list will be transmitted no later than 30 days following the payroll period in which the change occurs.
Section 7. Union Stewards. The Union, upon written notification to the District, may designate one employee within a bargaining unit to serve as steward. The stewards shall be allowed reasonable time without pay, to investigate and resolve grievances, participate in contract negotiations, post union notices and announcements, and transmit communications to the District. Time lost due to Union business may be made up by the steward at straight time pay.

Section 8. Visitation Rights. A representative of the Union, previously accredited to the District in writing by the Union, shall be permitted to come on the premises of the District for the purpose of conducting executive representative business, in a responsible and reasonable manner. The District shall be notified prior to each visit.

Section 9. Employee Responsibilities. Each employee recognizes that it is his/her responsibility to provide full and faithful service during each hour of employment.

ARTICLE 6 – SAVINGS CLAUSE

The District and Union recognizes that all provisions of this Agreement are subject to laws of the State of Minnesota. Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision and all other valid provisions shall remain in full force and effect.

ARTICLE 7 – NON-DISCRIMINATION

Section 1. Employer. The District agrees that the provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin, or political affiliation. The District agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination interference, restraint or coercion by the District or any District representative against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.
Section 2. Union. The Union agrees that the provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin or political affiliation. The Union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the unit without discrimination, interference, restraint or coercion because of membership or non-membership in the Union.

ARTICLE 8 – UNFAIR LABOR PRACTICES

The District and the Union recognize that the Minnesota Public Employees Labor Relations Act (P.E.L.R.A.) in 179.68 list specific activities that the District and the Union may not engage in. The District and the Union in the interest of serving the public agree not to encourage or participate in any activities which are listed in 179.68 as Unfair Labor Practices

ARTICLE 9 – SENIORITY

Section 1. Seniority Defined. Seniority shall be defined as the preference to which an employee is entitled in connection with lay-off and recall, in recognition of his/her length of service with the District. Seniority shall for the purposes of lay-off and recall be determined based on the total hours for which an employee received pay while working in each classification (custodians, clerical, cooks) covered by this Agreement.

Section 2. Loss of Seniority. Seniority shall be lost by any of the following:

1. Voluntary quit.
2. Discharge, for just cause.
3. Lay-off for more than 15 months.

Section 3. Layoff and Recall. The employee with the least seniority in his/her job classification shall be considered for lay-off first and upon recall employees with the most seniority shall be considered for recall first. This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility, damages from natural or unnatural disaster, or strike by another employee group.
Any employee laid off in any classification, may in the event of a lay-off bump a less senior employee in a classification, provided he/she has completed a probationary period in said classification. It is understood that the hours of seniority in each classification are only those hours worked within a classification. For example, a custodian who after 20,000 hours becomes a clerk for 2,000 hours and then returns as a custodian for another 10,000 hours cannot bump a clerk who has worked 5,000 hours as a clerk, in the event he/she is laid off as a custodian.

Section 4. Notification. In the event of a lay-off or change of hours worked the District shall notify Union office and the employee(s) at the earliest opportunity. Under no circumstances shall this notification be less than fifteen (15) calendar days. This section does not apply when lay-off is due to the building being closed temporarily as outlined in Section 3 of this Article.

Section 5. Job Openings.

Subd. 1. Seniority as defined in Section 1 shall apply for bidding on job openings for which the employee is qualified.

Subd. 2. In the event of a job opening, the job shall be announced by bulletin for a period of five (5) working days and employees within the bargaining unit who are qualified for the job opening shall be given the first opportunity to bid for the position. All job openings will be filled as soon as can practically be accomplished. This does not apply to probationary employees. If an employee is not given the promotion or transfer a written reason will be given by the employer.

Section 6. Seniority List. The District agrees to prepare and post a seniority list of all employees by job classification covered by this Agreement. The Seniority List shall be prepared and posted every year in January. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date the Seniority List is posted, the seniority standing of the employees as shown on such Seniority List shall be deemed to be correct.
ARTICLE 10 – PROBATIONARY EMPLOYEES

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 right to suspend without pay, discharge or otherwise discipline such employee: and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. Probationary employees who are discharged shall be given written reason for their discharge.

Section 2. Probationary Period/Change of Classification. In addition to the initial probationary period an employee promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to his former classification. If employee decides during this probationary period to return to his/her previous job, he/she may do so.

Section 3. Completion of Probationary Period. An employee who has completed the initial probationary period may be suspended without pay or discharged only for cause. An employee who has completed the initial probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE 11 – DISCIPLINE

Discipline action may be imposed upon an employee for cause. Disciplinary action shall be subject to the grievance procedure. An employee subject to disciplinary action will be guaranteed due process.
ARTICLE 12 – PERSONNEL RECORDS

Section 1. Oral Reprimands. A written notice of oral reprimand shall not become part of an employee's personnel record. If no further discipline occurs within twenty-four (24) months, the written notice of oral reprimand shall be removed.

Section 2. Copy of Record. Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

Section 3. Right to View Record. The contents of an employee's personnel office record shall be disclosed to him/her upon request and to the employee's Union representative upon the written request of the employee.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 1. For the purpose of this Article the following definitions shall apply.

Subd. 1. Grievance. A grievance shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Subd. 2. Days. "Days" mean calendar days excluding Saturdays, Sundays, and any days designated by this Agreement as holidays.

Subd. 3. Extension. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 4. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, or event giving cause for the grievance shall not be included.

Subd. 5. Act of Event Giving Cause. The day in which the Act or Event giving cause for the grievance to be filed shall be considered the
day or days in which the grievance occurred or the day in which the party filing the grievance became aware of the Act or Event.

**Subd. 6. Aggrieved Person.** The "aggrieved person" is the employee or employees filing the grievance. If in the judgment of the Exclusive Representative, the grievance effects a group of more than one (1) employee, it may be presented by the Exclusive Representative at the second step of the grievance procedure.

**Subd. 7. 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 allowed.

**Subd. 8. Reduced to Writing.** "Reduced to Writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

**Subd. 9. Answer.** "Answer" means a written response outlining the District's or District designee's position on the grievance.

**Subd. 10. Employer Designee.** The District designee shall be the person appointed by the District to handle the grievance at each level, providing the District has provided the steward and Union office with a written list of the designees prior to the filing of any grievance. In the absence of any list the District designees shall be as follows:

Level I: Immediate  
Supervisor/Building  
Principal  

Level II: Superintendent  

Level III: School Board Chairperson  

Level IV: Arbitration  

**Section 2. Time Limitation and Waiver.** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school
district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the Act or Event giving cause 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 period thereafter provided shall constitute a waiver of the grievance. The parties, by mutual agreement, may waive any step and/or extend any time limits in the grievance procedure.

Section 3. Adjustment of Grievance. The school district and employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I. Within five days following the receipt of the written grievance the immediate supervisor/building principal shall meet with the "aggrieved person" to resolve the grievance. If settlement is not agreed upon the immediate supervisor/building principal shall report in writing his disposition of grievance to the Superintendent, the aggrieved person, and the Union within five days of that meeting.

Subd. 2. Level II. Within five days after receiving the written decision of the immediate supervisor/building principal the Superintendent or his designee shall meet with the "aggrieved person" and the Union designee. The Superintendent shall answer the grievance in writing to the aggrieved person, the Union, and the School Board within ten days of that meeting.

Subd. 3. Level III. Within ten days after receiving the Superintendent's decision the aggrieved person and/or the Union representative may appeal the decision in writing to the School Board. The School Board shall meet with the aggrieved person and/or Union representative within ten days of receipt of the appeal in an attempt to resolve the grievance. The School Board shall issue a written decision to the aggrieved person and the Union within ten days of that meeting.

Subd. 4. Appeal. If the parties do not reach an agreement in Level III either party may request arbitration by serving a written notice on the other party of their intention to proceed to arbitration.
Section 4. Arbitration.

Subd. 1. Selection. Either party may request arbitration within 30 days of the receipt of the written decision of Level III by filing with the State Bureau of Mediation. Upon receipt of a list of arbitrators from the State Bureau of Mediation Services, the District and Union shall flip a coin to determine who shall strike the first and the parties shall alternately strike until one name remains. The name remaining shall be the arbitrator. The striking process shall be completed within 15 days of receiving the list of arbitrators from the Bureau of Mediation. If on the 15th day either party refuses to strike, the other party shall select the arbitrator from the arbitrators still remaining on the list.

Subd. 2. Submission of Grievance Information. Upon appointment of the arbitrator, the appealing party shall within 15 days after notice of appointment forward to the arbitrator, with a copy to the school district, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to the grievance procedure. The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 3. Decision. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the Arbitrator shall be final and binding on both parties. The arbitrator shall make his/her findings known simultaneously to the employer, the Union, the State Bureau of Mediation Services, and the employee.

Subd. 4. Cost of Arbitration. The parties shall share equally fees of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same or shared if mutually agreeable.
Section 5. Time Limits. Failure to adhere to the time limits by the Union shall result in a forfeit of the grievance, or in the case of the district or its designees, shall require alleviation of the grievance as outlined in the last statement by the Union representative. The grievance may be withdrawn by the "aggrieved" person and the Union representative at any level in writing without prejudice.

ARTICLE 14 – HOURS OF SERVICE

Section 1. Basic Work Week. An average work week for employees shall consist of 40 hours exclusive of lunch. It is understood that changing the average workweek hours from 40 to 30 will not negatively impact on health insurance fringe benefits received by an employee.

Section 2. Shifts and Starting Time. All employees will be assigned starting time and shifts as determined by the School Board. Starting times shall remain consistent unless changed by the immediate supervisor.

Section 3. School Closing. The first day of each school year that is cancelled due to inclement weather before school starts, employees shall not lose compensation, and will not be required to use any leave. Should school be officially closed after the employee's regular starting time and the employee has reported to work they will be compensated for their regular full day's work.

If school is delayed one hour or more by the Superintendent of Schools or his/her designee, employees shall be paid their regular rate of pay for all hours not worked on that day if the employee has not exhausted their sick or personal days. Should school be officially closed and the opportunity to make up the day is not afforded and the employee has not exhausted their sick or personal leave days the employee will be compensated for his/her regular full day's work.

Custodians whose work day begins after 2:30 P.M. have the option of reporting to work, as scheduled, work the shift, and be paid for their regular shift OR to not report to work, without pay. Custodians who choose not to work may use vacation time or personal leave for the day absent from work.
Section 4. When a custodian is not on duty, building and boiler checks shall be paid for a total of one hour for each building check as designated by the Board of Education. Hours worked in excess of 40 hours per week shall be compensated at 1.5 times the normal hourly rate. Pre-approval required. The building and boiler checks herein referred to may be conducted both on weekends and on holidays.

ARTICLE 15 – LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. Each 9 month employee shall earn sick leave at a rate of thirteen (13) days per year, 10 month employees fourteen (14) days per year, 11 or more month employees fifteen (15) days per year, while in the employ of the school district.

Subd. 2. Unused sick leave shall accumulate to a maximum credit of 120 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented his attendance in performance of duties on that day or days.

Subd. 4. The School Board may require an employee to furnish a medical certificate from the school health officer or from the qualified physician as evidence of illness indicating such absence as due to 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.

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 office.
Subd. 8. In the case of illness in the employee's immediate family, sick leave may be used as in the case of the employee's personal illness, as per M.S. 181.9413. For this purpose immediate family includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living at the employee's household, parents, as the employee or other significant personal relationship.

Section 2. Workers Compensation.

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the school district, under the provisions of the Worker's Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the maximum of 110 days.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rate portions of days of sick leave or vacation time which is used to supplement workers' compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his worker's compensation check, endorsed to the school district, prior to receiving payment from the school district for his absence.

Section 3. Funeral Leave.

Subd. 1. Pay for absence due to the death of a member of the immediate family shall be allowed for a period not to exceed three days/death. The
immediate family or permanent members of the immediate household includes spouse, child, grandchild, parent, brother, sister, grandparent, in-laws, or other relative living in the same household as the employee or other significant personal relationship. Time allowances not used will not be accumulative from year to year.

An employee may use sick time for extended funeral leave due to extraordinary circumstances such as travel out of the area, complicated family issues, etc. Additional time requests may come from accumulated leave as requested and approved by the Superintendent. All accumulated leave benefits must be used prior to leave without pay.

Section 4. Personal Leave. An employee shall be granted a leave of no more than two (2) days per year, accumulative to four (4) days, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of the Agreement.

By the last day in May of each year, must notify the business office in writing to be paid out any carried over days at normally scheduled hours worked at Substitute rate pay.

Subd. 1. Request for Personal Leave. Requests for personal leave must be made to the Superintendent at least 24 hours in advance, except in the case of emergencies. At no time shall more than one employee of the district be granted personal leave.

Subd. 2. Exemptions. A personal leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school.

Section 5. Extended Leave. An employee may be granted an extended leave without pay for a period of time mutually agreed upon. The employee may continue their group insurance at their own expense during the time of the extended leave. The time during the extended leave will not apply to the seniority accumulation.

Section 6. Child Care Leave. Child care leave without pay shall be granted upon request by the employee with the extent of leave to be mutually agreed
upon by the employee and the School Board. Upon return from such leave, the employee shall be placed at the same position at the same salary and shall maintain the same fringe benefits as he/she would have accrued had he/she worked in the district during such period. During the child care leave the group hospitalization insurance benefits may be continued at the employees expense without employer contribution.

Section 7. Perfect Attendance Bonus.

Subd. 1. Eligibility. Employees who have attained perfect attendance shall in the following year have an additional leave day with pay granted for use of their discretion, with employee’s day defined as the regularly scheduled hours per day for that employee.

Subd. 2. Perfect Attendance Defined. An employee has attained perfect attendance during the contract year if he/she did not miss any day or portion of day for any reason other than the following: a) duty day cancelled due to an emergency school closing, b) attendance at a school district approved workshop, conference, clinic, and/or activity, c) using a bonus day leave, d) using a vacation day(s).

Subd. 3. Benefits. One bonus day for perfect attendance will be available for employees to use to their discretion in subsequent years. There will be no limit to the number of bonus days accumulated.

Section 8. Discretionary Leave Without Pay. Under unusual circumstance, a situation might arise for which, although an employee would not qualify for leave under any of the above provisions, humanitarian or similar motives would justify an employee’s absence. Should such a situation arise, an employee may make a written request for discretionary leave without pay to the Superintendent or his/her designee detailing the circumstances. The Superintendent of his/her designee shall have the authority to approve or disapprove such requests and, should approval be granted, will advise the business office. Accumulated personal leave and perfect attendance leave days must be used prior to the use of discretionary leave without pay.
ARTICLE 16 – VACATIONS

Section 1. Vacations Schedules.

**Subd. 1.** All 12 month employees hired prior to June 30, 1990 shall be entitled to vacations with pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Weeks of Vacation</th>
<th>Working Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1)</td>
<td>Two (2)</td>
<td>10</td>
</tr>
<tr>
<td>Eight (8)</td>
<td>Three (3)</td>
<td>15</td>
</tr>
<tr>
<td>Sixteen (16)</td>
<td>Four (4)</td>
<td>20</td>
</tr>
</tbody>
</table>

**Subd. 2.** All 12 month employees hired on or after July 1, 1990 shall be entitled to vacations with pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Weeks of Vacation</th>
<th>Working Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1)</td>
<td>Two (2)</td>
<td>10</td>
</tr>
<tr>
<td>Eight (8)</td>
<td>Three (3)</td>
<td>15</td>
</tr>
<tr>
<td>Twenty (20)</td>
<td>Four (4)</td>
<td>20</td>
</tr>
</tbody>
</table>

**Subd. 3.** When a nine month employee is promoted to a twelve month position with a date of hire to that twelve month position after July 1, 1990 vacation shall be considered under Article 16, Section 1, Subd. 2. Months of work at the nine month position will be applied toward years of service (96 months equals eight years of service).

Section 2. Consecutive. The years of service must be consecutive in order to qualify for vacation under the above provisions. Earned vacation will be assigned on a pro-rated basis every July 1. New employees must be employed at least 60 calendar days prior to using earned vacation.

Section 3. Accumulation. A maximum of two weeks of vacation time may be carried over into the following year.

Section 4. When Taken. Vacations shall be taken when school is not in session unless mutually agreed between the employee and the School Board or its appointed designee.
ARTICLE 17 – HOLIDAYS

Section 1. 12 Month Employees. All 12 month employees shall receive the following paid holidays:

- New Year’s Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day

- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

Section 2. Less than 12 Month Employees. All employees working less than 12 months per year shall receive the following paid holidays:

- New Year’s Day
- Memorial Day
- Labor Day
- Thanksgiving Day

- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

Section 3. Holiday Pay. An employee who is required to work on any of the holidays will receive his regular pay for that day plus payment at the rate of time and one-half for all hours worked on such holiday. When a holiday falls during an employee's vacation period, he/she shall be paid for such holiday at his regular rate of pay and the day will not be counted as a vacation day. An employee is limited to two occurrences per year when vacation time is used concurrent with a holiday.

ARTICLE 18 – GROUP INSURANCE

Section 1. District Contribution/Duration. Effective July 1 through June 30 of each year Employee’s benefits are paid monthly. The School District shall contribute a sum not to exceed:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Month Employees</td>
<td>$483.12</td>
<td>$498.12</td>
</tr>
<tr>
<td>10 – 11 Month Employees</td>
<td>$471.00</td>
<td>$486.00</td>
</tr>
<tr>
<td>9 Month Employees</td>
<td>$460.00</td>
<td>$475.00</td>
</tr>
</tbody>
</table>
per month toward the premium for individual or family coverage for each employee working a minimum of 30 hours per week employed by the School District who qualifies for and is enrolled in the School District’s group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. If the employee elects not to receive District Group Health Insurance as offered, they will not receive any health compensation. Employees who work less than 30 hours a week will not be offered money towards a health insurance premium.

Section 2. Claims Against the School District. It is understood that the school district’s only obligation is to manage the fund and pay such amounts as agreed to herein and no claim shall be made against the school district.

Section 3. Life Insurance. The School District shall provide, at no cost to the employee, term life insurance for each active, eligible employee. All retired employees have the right to remain in the Life Insurance Group and must accept the terms of the District Plan. Employees choosing to remain in the Life Insurance Group upon retirement shall pay their own premiums unless covered by other provisions of this Agreement. The plan allows $50,000 of coverage for all active and retired employees (who elect to continue with the plan) under 65. At age 65 the benefit is $25,000 and at age 75 the benefit is $5000.

Section 4. Income Protection Insurance. For each eligible employee as per Section 6, not on leave of absence without pay, the School District agrees to furnish and pay the full premium for an income protection insurance plan that will pay any employee, who is disabled, two-third (2/3) of the employees basic contracted salary, less any payments from Social Security or other compensation, with payment of benefits to begin 90 days after such employee becomes disabled, and to continue as long as the employee remains disabled or until he/she qualifies for Social Security and Medicare.

Section 5. Affordable Care Act Compliance. Due to possible changes in the Affordable Care Act, if the current health care plan that is agreed upon is determined to be out of compliance the Local 70 and/or the District may request to re-open negotiations for Article 18 – Group Insurance.
ARTICLE 19 – SEVERANCE PAY

Severance pay shall be paid to all employees who have provided 20 years of uninterrupted service to the district. Payment shall be at 50 per cent of unused sick leave at the hourly rate in effect the year prior to the year of severance. Payment shall be in two (2) equal installments. The first payment shall be paid in January immediately following the date of severance.

ARTICLE 20 – WAGES AND ECONOMICS

Section 1. Regular Rate of Pay. The regular rate of pay for the Employees shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>1 – 6 Months</th>
<th>7 – 12 Months</th>
<th>13 – 24 Months</th>
<th>25+ Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodians</td>
<td>$15.75</td>
<td>$16.02</td>
<td>$16.28</td>
<td>$16.81</td>
</tr>
<tr>
<td>Clerical 2</td>
<td>$16.03</td>
<td>$16.29</td>
<td>$16.56</td>
<td>$17.08</td>
</tr>
<tr>
<td>Clerical 1</td>
<td>$15.40</td>
<td>$15.67</td>
<td>$15.93</td>
<td>$16.45</td>
</tr>
<tr>
<td>Cooks</td>
<td>$15.02</td>
<td>$15.28</td>
<td>$15.55</td>
<td>$16.07</td>
</tr>
<tr>
<td>Instructional Assistant</td>
<td>$14.77</td>
<td>$15.04</td>
<td>$15.30</td>
<td>$15.83</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Classification</th>
<th>1 – 6 Months</th>
<th>7 – 12 Months</th>
<th>13 – 24 Months</th>
<th>25+ Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodians</td>
<td>$16.07</td>
<td>$16.34</td>
<td>$16.61</td>
<td>$17.14</td>
</tr>
<tr>
<td>Clerical 2</td>
<td>$16.35</td>
<td>$16.62</td>
<td>$16.89</td>
<td>$17.42</td>
</tr>
<tr>
<td>Clerical 1</td>
<td>$15.71</td>
<td>$15.98</td>
<td>$16.25</td>
<td>$16.78</td>
</tr>
<tr>
<td>Cooks</td>
<td>$15.32</td>
<td>$15.59</td>
<td>$15.86</td>
<td>$16.39</td>
</tr>
<tr>
<td>Instructional Assistant</td>
<td>$15.07</td>
<td>$15.34</td>
<td>$15.61</td>
<td>$16.14</td>
</tr>
<tr>
<td>Cooks Asst/Lunch Tickets</td>
<td>$14.27</td>
<td>$14.53</td>
<td>$14.81</td>
<td>$15.34</td>
</tr>
</tbody>
</table>
Section 2. Overtime Pay.

Subd. 1. All hours worked in excess of 40 hours per week shall be compensated at 1.5 times the normal hourly rate. Pre-approval required.

Subd. 2. Paid vacation time during the week shall be considered a part of the 40 hour work week when determining overtime pay.

Subd. 3. Paid hours for Personal and/or Sick Leave that are not worked are not calculated into overtime.

Section 3. Shift Differential. Employees whose shift has a majority of hours that occur after 2:30 p.m. shall be compensated an additional thirty cents ($0.30) per hour for the entire shift.

Section 4. Call Back Pay. When an employee is called back to work after completing his/her normal daily shift a minimum of two hours pay shall be paid.

Section 5. Probationary Pay. All newly hired employees may be paid at the 1-6 month step of the schedule in Section 1 during the six month probationary period.

Section 6. Longevity Pay. All employees shall be eligible for an additional hourly premium for length of service according to the following schedule:

   After 10 Years - $0.15 per hour  
   After 15 Years - $0.30 per hour  
   After 20 Years - $0.35 per hour

Section 7. License Pay. A Custodian who possesses a boiler license shall be paid an additional rate per hour as follows:

   Special = $0.10  
   2nd "C" = $0.15  
   3rd "C" = $0.25  
   Chief "C" = $0.30

Custodians are required to possess a boilers license. The District will provide, through staff development the necessary training and fees associated with acquiring the designation of Special.
Section 8. Pay Period Option. Employees are to be paid over twelve (12) equal payments.

Section 9. Lunch Time Pay. The District reserves the management right to schedule work times and lunch periods/breaks. Lunch time scheduled for 30 minutes or more will be without pay. Employees called back to duty while on a scheduled unpaid lunch time will be paid for the entire 30 minutes. Employees should only return to work if called back due to an emergency. The district may at its discretion schedule employees to 20 minute/on duty lunch times which will be paid for the entire 20 minutes according to the pay rate per hour in this master agreement. Employees will be provided a reasonable break in the morning and/or a reasonable break in the afternoon. Such breaks will be no longer than 10-15 minutes. Breaks should be taken at a time suggested by the supervisor and it is understood that situations may arise that prevent the employee from taking a break.

Section 10. Career Service Pay. After twenty (20) years of service in the district employees shall receive as Career Service Pay an additional seven cents ($0.07) per hour for each year of service in excess of twenty (20) years to a maximum of seventy cents ($0.70) in addition to the employee’s hourly rate of pay.

Section 11. Special Care and Needs (PCA) Stipend. Those employees who are assigned for Personal Care Assistant (PCA) duties to a student whom have special cares and needs will receive an additional stipend for 2017 – 2018 of $0.25 per hour with retroactivity to those employees assigned.

Effective 2018 – 2019, the additional stipend shall be $0.30 per hour. For employees who substitute for the regularly assigned assistant, they shall also be eligible for the stipend when assigned to substitute for those students.

ARTICLE 21 – FINALITY

This agreement constitutes a full and complete agreement between the School Board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District Policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement.
IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

For: Bertha Hewitt ISD #786

Chairperson

Clerk

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Dave Elynck, Business Representative

Amy Morris, Union Steward

10-18-16
Date:

5/21/2018
Date:

DE/jcb/opeiu#12
Contracts/Bertha