AGREEMENT

between

CANNON FALLS ISD #252

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

CUSTODIAL UNIT

July 1, 2018 through June 30, 2020
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ARTICLE I – PURPOSE OF AGREEMENT

Section 1. This Agreement, entered into between the School Board of Independent School District No. 252, Cannon Falls, Minnesota and Local 70 of the International Union of Operating Engineers, or its successor, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, to provide the terms and conditions of employment for custodians and/or maintenance personnel.

ARTICLE II

Section 1. This Agreement supersedes any past practice otherwise not covered by this Agreement and it supersedes any previous agreement, verbal or written between any of the parties hereto or between any of them and any employee(s) covered hereby.

ARTICLE III – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. The School Board, Independent School District No. 252, Cannon Falls, Minnesota, hereby agrees to recognize Local 70 of the International Union of Operating Engineers, St. Paul, Minnesota, as the bargaining representative of all union employees employed as custodians and maintenance personnel.

Section 2. It is understood that the work of a custodian or custodian-engineer shall include all maintenance work and repair work needed to maintain the buildings and grounds in good condition. The maintenance work shall include therefore, in addition to cleaning, plumbing, repairs, glazing, painting, carpenter repairs, etc., and other regular custodial assignments throughout the School District.
ARTICLE IV – SENIORITY

Section 1. A policy of Seniority shall be formulated that will give permanent employees, with longer periods of good and faithful service, an opportunity for promotion.

Subd. 1. Promotion. A promotion is a classification change that results in a pay change. This does include lead and head positions.

Section 2. New employees shall serve a six (6) month probationary period.

Section 3. Probationary period for change of classification will be ninety (90) days probationary. If the employee does not successfully complete the probationary period he/she shall have the right to return to his/her previous position.

Section 4. Probationary employees may be terminated at any time upon the recommendation of the Superintendent of Schools and the Director of Facilities and Maintenance.

Section 5. All employees who work in excess of six (6) months shall be termed permanent employees and will be discharged only for cause.

Section 6. Years of Service. Years of service shall mean:

A. Full-time employees will have seniority over part-time employees. When a full-time employee chooses to go to part-time for other than medical reasons, the employee will go to the bottom of the seniority list.

B. When a voluntary leave is taken for other than medical reasons, actual months worked will be credited toward seniority.

C. A part-time employee who chooses to go to full-time will have two (2) dates of hire:

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1. One for benefits if employee works twelve (12) months, twenty (20) hours per week, from date of employment.

2. One for seniority from date of hire into a full-time position.

When more than one (1) employee is part-time, date of employment will be used for part-time only seniority.

Section 7. In the event of a job opening, the job shall be announced by bulletin for a period of five (5) working days and the permanent qualified employee shall be given opportunity, in order of seniority and merit, other than heads and leads, to step up for promotion.

Section 8. Seniority for employees hired on the same date will be determined by drawing of straws.

Section 9. Layoff and Recall.

Subd. 1. Seniority shall be used to determine preference to which an employee is entitled in connection with lay-off and recall. The employee with the least seniority shall be placed on lay-off first and upon recall employees with the most seniority shall be placed recalled first.

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

1. Voluntary quit;
2. Discharge;
3. Lay-off for more than twenty-four (24) months.
ARTICLE V - GENERAL

Section 1. Physical examinations shall be required of all new employees at their own expense.

Section 2. Physical examinations may be required of an employee at District expense, when the Employer determines there is a need for the determination of fitness.

Section 3. Union meetings shall not be held during regular school hours.

Section 4. All work time missed due to union meetings shall be made up or pay will be deducted.

Section 5. Resignation. Employees are required to give the employer two (2) weeks' notice and shall continue to work during the two (2) weeks with the exception that the employee may leave earlier when a satisfactory replacement can be made in the usual manner. Failure to give such notice shall result in loss of any vacation benefits, which may be due to the employee.

Section 6. The Employer will track all vacation and sick accrual on employee’s payroll stub, provided the computer system can do this.

Section 7. The Employer will provide four (4) shirts at the beginning of the school year to each employee. In addition, the Employer shall reimburse employees, upon submission of a current receipt, up to a maximum of one hundred fifty dollars ($150.00) for work appropriate shoes and/or work pants per year.

Section 8. All new employees are required to participate in the Automatic Payroll Deposit Plan.
ARTICLE VI – DISCIPLINE

Section 1. The causes for discharge are as follows:

Subd. 1. Immediate Dismissal.

A. Dishonesty
B. Drinking or being intoxicated while on the job
C. Clear insubordination
D. Failure to pass any physical examination that may be required by the School Board
E. Moral Turpitude
F. Discontinuance of a position
G. Willful neglect of duty

Subd. 2. Dismissal.

A. Repeated inefficiency or inability to meet acceptable standards of work. An official reprimand in writing will be made by the administration to cover the first instance of such inefficiency or inability.

B. The second official reprimand for continued inefficiency or inability will constitute sufficient cause for dismissal.

Section 2. Employees will receive a copy of all disciplinary material that goes into their personal file with a copy going to the Union office.

Section 3. In the event of discharge of a permanent employee, the employee or their representative shall be entitled to a hearing before the Board of Education.
ARTICLE VII – SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. The exclusive representative recognizes that the School Board 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 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 exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and order are not inconsistent with the terms of this Agreement, and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations directives, or order shall be null and void and without force and effect.

Section 4. 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 are reserved to the School Board.
ARTICLE VIII – SICK LEAVE

Section 1. Sick leave shall be granted to all permanent employees, who shall accumulate sick leave on the basis of twelve (12) days per year and shall accumulate to one hundred-forty (140) days.

Section 2. When any employee is absent on sick leave which will be compensated for by workers’ compensation supplied by the School District, then the employee’s pay for sick leave days used as provided in these regulations, will supplement the workers’ compensation pay only to the extent of the employee’s daily wage.

Section 3. Employees shall be granted sick leave under the following circumstances:

Subd. 1.

A. Employees covered by this Agreement shall be allowed to use leave to care for employee’s minor child, employee’s adult child, employee’s spouse, employee’s sibling, employee’s parent, employee’s step-parent, employee’s parent-in-law, employee’s grandparent, employee’s grandparent-in-law, in the same manner which they are allowed sick leave for personal illness.

B. Personal illness of the employee.

Subd. 2. Critical illness or death in the immediate family. Employees shall be allowed full pay for a reasonable time, not to exceed four (4) days absence caused by death in the immediate family or spouse’s immediate family, as mother, father, sister, brother, wife, son, daughter or grandparents. Critical illness in the immediate family shall be given the same consideration. This time will be subtracted from accumulated sick leave. The first day of bereavement leave for an immediate family member will not be subtracted from sick leave. Employees may, with the approval of the Superintendent, attend funerals of very close friends.
Funerals of very close friends will be subtracted from accumulated sick leave. Employee may also use their personal day for all of the above.

**Subd. 3. Sick Child Care Leave.** Employees covered by this Agreement shall be allowed to use sick leave to care for a sick child under eighteen (18) years of age in the same manner which they are allowed sick leave for personal illness.

**Subd. 4. Definitions.** Only personal illness or disability and/or emergency medical procedures are covered by such sick leave policy. Routine health examinations and dental appointments shall not be covered.

**ARTICLE IX – EMERGENCY AND PERSONAL LEAVE**

**Section 1.** A full-time twelve (12) month employee may be granted an Emergency or Personal Leave at the discretion of the Superintendent or designee. Requests for leaves must be approved by the Superintendent or designee prior to the start of the leave, except in the event of emergencies. Request for Emergency leave will state the reason for the proposed leave and shall be submitted as early as possible.

*Request for personal leaves are personal and no reason must be given.* The request must be submitted as soon as possible.

**Subd. 1. Emergency Leave.** An emergency leave may be granted for sudden, un-foreseen, and urgent occurrences requiring the employee's immediate attention, which cannot be resolved outside the regular workday. This leave will be deducted from an employee’s accumulated sick leave (limited to two [2] per contract year).

**Subd. 2. Personal Leave.** A personal leave may be granted for personal matters, which cannot be resolved outside the regular workday. This leave will not be deducted from accumulated sick leave (limited to two [2] per contract year).
ARTICLE X - HOLIDAYS AND VACATION

Section 1. The following holidays are observed as days off for regular Custodians: New Year’s Day (1 day), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (2 days), Christmas Period (2 days), and one floating holiday. If one of the above holidays falls on either a Saturday or Sunday, that day will be a holiday and the preceding Friday or Monday shall be granted as a day off if school is not in session. When school is not in session on Presidents’ Day, all employees who want it off may take it off as vacation, Floating Holiday, or Personal Day.

Section 2. Each employee will be granted vacation as follows:

Subd. 1. One (1) week after six (6) months of service with a second week after one (1) full year of service.

Subd. 2. Three (3) weeks after five (5) years of service.

Subd. 3. Four (4) weeks after twelve (12) years of service.

Subd. 4. Five (5) weeks after twenty (20) years of service.

No paid vacation will be granted until six (6) months of service has been completed. Pro-rated amounts will be issued during the first two (2) years to fall in line with the School’s fiscal year July 1 through June 30.

Section 3. Vacations will be granted at such times during the year as the School Administration find most suitable, considering both the wishes of the employees and the efficient operation of the schools.

Section 4. Employees may carry over one (1) week of vacation to be used in the following year as vacation.

Section 5. Vacation will go strictly by seniority until March 15th. After the March 15th date, it will be whoever signs up first for a given date will get the time.
Section 6. Time and one-half (1-1/2) plus holiday pay for work done on a holiday.

Subd. 1. When any of the above named holidays occur on an employee's regularly scheduled work day, qualified employees who are required to work on such holidays shall receive holiday pay for such day plus time and one-half (1-1/2) hourly rate of employee for the straight time hours they would have been scheduled to work on such a day had it not been celebrated as a holiday.

ARTICLE XI - HOURS OF WORK

Section 1. The basic work week shall consist of forty (40) work hours. The work week shall be considered to start at 12:01 a.m. Monday for purposes of calculating overtime pay.

Subd. 1. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be computed at the regular rate and one-half (1/2) except that the District reserves the right to implement a four (4) day work week (10 hours per day) during vacation periods upon five (5) working days' notice to Unit members.

Subd. 2. No overtime will be paid unless it has been specifically authorized in advance by the building principal or the Superintendent of Schools. The Director of Operations and Maintenance may authorize overtime on an emergency basis only.

Subd. 3. Part-time custodians will work when their services are needed.

Subd. 4. Working hours shall be determined by the District Head Engineer following consultation with the Superintendent.

Subd. 5. The normal working schedule shall not be construed to mean that an employee is guaranteed eight (8) hours per day or forty (40) hours per week.
Section 2. When the schools of Independent School District No. 252 are closed, due to snow storms or other emergency conditions, all bargaining unit employees are required to report for work, unless specifically notified by the administration to the contrary.

Subd. 1. Employees unable to report to work on these snow emergency days or when other emergency conditions exist shall be allowed to use vacation, personal days, or floating holiday as allowed by the agreement to avoid loss of pay.

Subd. 2. In the event school is closed and bargaining unit employees are notified by the administration not to report for work, employees will be paid for their regular hours missed due to the school closing.

Section 3. The principals and/or Superintendent have the exclusive right and authority to schedule overtime work as required in the manner most advantageous to the School District and for emergency and unusual situations.

Subd. 1. If a custodial employee is called back to work outside of their scheduled work hours, they will be credited with a minimum of 2.0 hours of pay.

ARTICLE XII – WAGES

Section 1. Monthly wages will be calculated on the basis of the number of hours worked in each pay period.

Section 2. Newly employed Custodians shall be paid as described in this Article. Previous experience, qualifications, etc., may be taken into consideration when hiring, and the administration may hire above the beginning wages stated.

Section 3. Regularly scheduled work done on a shift starting after 12:00 noon, shall be granted a sixty cents ($0.60) per hour premium. Part-time and temporary employees shall be covered by this provision.
Subd. 1. When a regularly scheduled night shift employee is called to work a day shift, he/she shall not lose his/her shift differential or night lead pay for the hours required to work on a day shift. This subdivision does not apply when employee's go onto a day shift for the summer months.

Subd. 2. In the absence of a Building Head, the designated replacement shall receive night lead pay when he/she replaces the Building Head for five (5) or more days per fiscal year.

Section 4. Working Out of Classification: When an employee covered by this Agreement does the work of an employee in a higher classification, he/she shall receive the higher rate of pay after five (5) accumulated days per fiscal year.

Subd. 1. The most senior employee from within the building where the vacancy occurs shall be allowed to move to the higher classification.

Subd. 2. Regular scheduled vacation days shall be excluded from this provision.
BASIC RATES OF PAY FOR 2018 – 2020

<table>
<thead>
<tr>
<th>Wages</th>
<th>July 1, 2018 – June 30, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part-time / Temporary / Seasonal (Less than 30 hours / week)</td>
<td>$15.07</td>
</tr>
<tr>
<td>Custodian</td>
<td>$16.94</td>
</tr>
<tr>
<td>Custodian – Engineer Class 1 or Chief</td>
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</tr>
<tr>
<td>Head District Engineer</td>
<td>$24.56</td>
</tr>
<tr>
<td>Elementary Head Engineer (1st Class License Required)</td>
<td>$25.23</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Stipend</th>
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<tbody>
<tr>
<td>Night Lead – High School</td>
</tr>
<tr>
<td>Night Lead – Elementary</td>
</tr>
<tr>
<td>District Lead (12 Months)</td>
</tr>
</tbody>
</table>

Custodian – Class I – Chief. Chief License category will be phased into a Class I salary proposal unless the license is required for the position.

If the employee does not have a 1st Class license, the salary will be adjusted "reduced" by $1.00 per hour.

At the beginning of each school year, employees wishing to make building checks in the absence of the District Head Engineer will sign their name to a list. The list will then be arranged by order of seniority, the most senior first on the list and so on. Employees who are offered a weekend building check and refuse will have his/her name moved to the bottom of the list.

The employee required to make building checks will be compensated at 1.5 times the hourly rate, for actual hours worked.

Unless otherwise arranged by the School District, the High School Head Engineer will be required to make building checks on each of the holidays listed in the contract. The employee will be compensated 2.5 times the hourly
rate for a minimum of two (2) hours or actual hours worked at 2.5 times the hourly rate, whichever is greater.

**Boiler License.** Any employee in the classification of custodian who has a boiler license will receive a fifteen cents ($0.15) an hour stipend. When the employee moves to a higher paying category they will no longer receive the fifteen cents ($0.15) stipend.

**Section 5. Building Heads.** Building Heads shall be appointed when there are three (3) or more custodians in the building. Building heads must hold at least a Class II license. Appointment will be made by the Superintendent based on sense of responsibility and merit.

**Section 6. Day and Night Lead.** In those buildings where the building head is assigned to the day shift, a night lead person will be appointed when three (3) or more custodians are assigned to the night shift. The lead person shall be responsible to the building head for directing the night crew and other duties as assigned by the building head if approved by the Superintendent.

**Section 7.** Twelve (12) month part-time/temporary employees working eight (8) hours per day during the summer break (June 1st through August 31st) shall receive the same level of benefits (sick leave, and health-dental-life insurance employer contributions) as other full-time employees during the summer break. Vacation benefits are based on a 12-month prorated full-time equivalency.

**ARTICLE XIII – GROUP INSURANCE**

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

**Section 2. Health, Dental and Hospitalization Insurance.** For the 2018 – 2020 the district shall pay up to $483.00 per month toward Health/Hospitalization and Dental Insurance for each custodian employed by the School District who qualifies for and is enrolled in the School District group Health/Hospitalization and Dental plan. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.
Section 3. Flex Benefit Plan. Employees are allowed to participate in the Insurance Flex Benefit Plan.

Section 4. Claims Against the School District. It is understood that the School Board’s only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution. An employee is eligible for School Board contributions as provided in this Article as long as the employee is employed by the School Board. Upon termination of employment, all Board participation and contribution shall cease effective on the last working day. Summer contributions by employees will be deducted from the last check by the School District.

Section 6. Life Insurance. Each full-time employee shall be eligible for employer paid Life Insurance in the amount of one times their annual salary, rounded up to the nearest thousandth. Part-time employees shall be eligible for prorated life insurance.

Section 7. Disability. The School district will provide disability income insurance guaranteeing a minimum of sixty-six and two-thirds (66-2/3) percent of his/her gross income less any social security benefits or workers’ compensation he/she receives, from sixty (60) days after commencement of disability until age sixty-five (65) due to sickness or injury.

Subd. 1. If a bargaining unit employee remains disabled after the sixty day waiting period (according to the L.T.D. Insurance specifications), that employee may make application to the Superintendent to receive a pro-rated portion of any unused sick leave so that the total net income will not decrease below what it would have been under normal conditions.
ARTICLE XIV – SEVERANCE

Employees hired prior to 7/1/2016 and with ten (10) or more years of consecutive service shall be entitled to severance pay upon retirement, disability, permanent layoff, or death as follows:

Subd. 1. A full-time employee with ten (10) years but less than twenty (20) years of consecutive service shall be paid for one-eighth (1/8) of their accumulated sick leave times their hourly rate of pay. In no event will the severance payment exceed one-eighth (1/8) of 140 days (maximum sick leave accrual defined in Article VI, Section 1).

Subd. 2. A full-time employee with twenty (20) or more years of consecutive service shall be paid for one fourth (1/4) of their accumulated sick leave times their hourly rate of pay. In no event will the severance payment exceed one-fourth (1/4) of 140 days (maximum sick leave accrual defined in Article VI, Section 1).

Subd. 3. Example. A full-time employee has twenty-two years of continuous service, the maximum 140 days of accumulated sick leave, and hourly pay is $15.00 per hour. The severance payment formula would be as follows:

140 days x 8 hours = 1,120 hours x 1/4 = 280 hours x $15.00/hour = $4,200.00

ARTICLE XV – JURY DUTY

Section 1. Employees subpoenaed as witness or called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as jurors or witness fees.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1. Grievance is any alleged violation of the existing conditions of employment as defined in this Agreement and/or in the School Board Policy Manual.
Section 2. The employee, administrator, or School Board may be represented during the procedure by any person or agent designated by such party to act in their behalf.

Section 3. The School District and the custodian-engineer shall attempt to adjust all grievances, which may arise during the course of employment of any custodian-engineer with the School District in the following manner:

Subd. 1. An effort shall be made to first adjust a grievance informally between the custodian-engineer and the principal. If the problem cannot be resolved through informal discussion, then the formal grievance shall be submitted in writing to the Superintendent or the School Board's Designee, setting forth the facts and the specific provision(s) of the agreement allegedly violated and the particular relief sought.

Subd. 2. The grievred party shall present the grievance in writing to the Superintendent. Time shall begin to elapse with the delivery of such written notice.

Subd. 3. Within ten (10) days the parties to the grievance shall meet.

Subd. 4. Within ten (10) days of the meeting in step (Subd. 3) the grievred party shall be notified of the action to be taken by the person(s) who are alleged to violate District policies. Such notice shall be in writing.

Subd. 5. If the grievance is not resolved in step (Subd. 4) the grievred party or their representative shall present the grievance in writing to the School Board.

Subd. 6. Within fifteen (15) days of delivery of written notice of grievance to the School Board, it shall arrange a meeting with the grievred party, or their representative.
Subd. 7. Upon conclusion of the meeting in part (Subd. 6) the School Board shall notify all parties in interest of its action within fifteen (15) days. This notification shall be in writing.

Section 4. Grievances will not be valid for consideration unless the grievance is submitted within thirty (30) days of the date the grievance arose. Failure to file any grievance within such period shall be deemed a waiver thereof.

Section 5. Nothing contained in this grievance procedure shall deprive the custodian-engineer, or the School Board of any legal rights otherwise created by Minnesota Statutes.

Section 6.

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

Subd. 2. Reference to days regarding time periods shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 4. All correspondence regarding School Board notices regarding this agreement shall be addressed to the Superintendent of Schools, 820 East Minnesota Street, Cannon Falls, Minnesota, 55009.

Section 7. Failure by the School Board or its representative(s) to issue a decision within the time limits provided herein shall constitute a denial of the grievance and the custodian-engineer may appeal it to the next higher step.

Section 8. Arbitration Procedure.

Subd. 1. In the event that the custodian-engineer and the School Board are unable to resolve any grievances pursuant to Section 4., of this
procedure, the grievance may be submitted to arbitration as defined herein:

A. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Section 3, Subd. 7, of the grievance procedure.

B. No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedure and appeal provisions outlined in this procedure.

C. 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.

D. 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 P.E.L.R.A. of 1971.

E. 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, any other expenses which the parties mutually agree are necessary for the amount of the arbitration.

F. 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, which shall 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 the 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 obligations of the Public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

G. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, 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 P.E.R.B. to appoint an arbitrator, pursuant to M.S. 179.90, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the P.E.R.B. within the time periods provided herein shall constitute a waiver of the grievance.

H. 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. Statement of the facts
3. Position of the grievant
4. The written documents on file relating to Section 5 of the grievance procedure.

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

**ARTICLE XVII – DUES CHECK OFF**

Section 1. Custodian-engineers shall be allowed dues check off for the representative organization that has lost its right to dues check off pursuant to 179.75 of the Public Employee Labor Relations Act of 1971, as amended.

Section 2. The Employer will notify the Union office of all new employees. The notification will have the employee's name, address, hours of work per day, hours of work per year, rate of pay and title of position.

**ARTICLE XVIII – RIGHT OF EMPLOYEE TO JOIN OR REFRAIN FROM JOINING UNION**

Section 1. The School District and the Union agree that they shall not interfere with the right of any employee to become a member of the Union if he/she so desires, or to refrain from Union membership, and the School District and the Union shall not discriminate against any employee because of his/her membership or non-membership in the Union. The right of an employee, who has joined the Union, to withdraw from the Union and the right of an employee to refrain from joining the Union is recognized by the parties to this Agreement.

**ARTICLE XIX – HEALTH LEAVE**

Section 1. A leave of absence without pay by reason of his/her personal health for periods of not to exceed six (6) months, subject to renewal, may be granted by the School Board upon presentation of evidence of need and upon exhaustion of the employee's sick leave.
ARTICLE XX - DURATION

Section 1. This Agreement shall remain in full force and effect for a period commencing on July 1, 2018, through June 30, 2020, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2020, it shall give written notice of such intent no later than May 1, 2020. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. This Agreement constitutes the full and complete agreement between the School Board and the International Union of Operating Engineers, Local No. 70. The provisions herein relating to terms and conditions of employment supersede and take precedence over all and any prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof under different circumstances.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Cannon Falls ISD #252

[Signature]
Chairman

[Signature]
Clerk

[Signature]
Negotiator

Date: 7/23/2018

For: International Union of Operating Engineers Local 70

[Signature]
David Monsour, Business Manager

[Signature]
Michael Dowdle, President

[Signature]
Linda Powers, Recording Secretary

Julie Moeckly, Business Representative

Linda Jenson, Steward

Date: 7/13/2018

JM/jcb/opeiu#12
Contracts/Cannon Falls Cust