AGREEMENT

between

HOUSTON ISD #294

and

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

July 1, 2018 through June 30, 2020
# TABLE OF CONTENTS

- **ARTICLE 1 – PURPOSE** .............................................................................................................. 3
- **ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE** ........................................... 3
- **ARTICLE 3 – DEFINITIONS** ......................................................................................................... 3
- **ARTICLE 4 – SCHOOL BOARD RIGHTS** .................................................................................. 5
- **ARTICLE 5 – EMPLOYEES RIGHTS** .......................................................................................... 6
- **ARTICLE 6 – RATES OF PAY** ..................................................................................................... 8
- **ARTICLE 7 – GROUP INSURANCE** .......................................................................................... 9
- **ARTICLE 8 – LEAVES OF ABSENCE** ....................................................................................... 12
- **ARTICLE 9 – HOURS OF SERVICE AND DUTY YEAR** ............................................................ 15
- **ARTICLE 10 – HOLIDAYS** ....................................................................................................... 17
- **ARTICLE 11 – VACATIONS** ...................................................................................................... 18
- **ARTICLE 12 – DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD** .............................. 19
- **ARTICLE 13 – REDUCTION IN FORCE** .................................................................................... 21
- **ARTICLE 14 – GRIEVANCE PROCEDURE** ............................................................................... 21
- **ARTICLE 15 – PUBLIC OBLIGATION** ...................................................................................... 26
- **ARTICLE 16 – DURATION** ........................................................................................................ 27
- **SCHEDULE A** ................................................................................................................................. 29
- **EXHIBIT A – WAGES** ................................................................................................................. 31
ARTICLE 1 – PURPOSE

Section 1. Parties. THIS AGREEMENT is entered into between Independent School District No.294, Houston, Minnesota, hereinafter referred to as the School District, and the International Union of Operating Engineers, Local 70, St. Paul, Minnesota, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the PELRA to provide terms and conditions of employment for all non-certified employees, excluding vehicle drivers, confidential and supervisory employees.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the PELRA, the School District recognizes the International Union of Operating Engineers, Local 70, as the exclusive representative for all non-certified employees, except those excluded, employed by the School District, which exclusive representative, and shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article 3, Section 2 of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services, if any.

ARTICLE 3 – DEFINITIONS

Section 1. Terms and Conditions of Employment. The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.
Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term non-certified shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential /supervisory employees, vehicle drivers, essential employees; and Part-Time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year and emergency employees.

Section 3. Classifications. Employees in this unit will be classified as follows:

Subd. 1. Full-Time Full Year Employees. A Full-Time employee is employed eight (8) hours per day for two hundred sixty (260) days – 2080 hours, all year.

Subd. 2. Full-Time Extended-Year Employees. A Full-Time Extended-Year Employee is employed eight (8) hours per day for more than one hundred eighty-five (185) days and less than two hundred sixty (260) days or at least 1480 hours.

Subd. 3. Full-Time School-Year Employees. A Full-Time school-year employee is employed eight (8) hours per day for a minimum of one hundred seventy-four (174) days or at least 1392 hours.

Subd. 4. Part-Time Extended Year Employees. A Part-Time Extended Year Employee is employed thirty (30) hours per week for more than one hundred eighty-five (185) days and less than two hundred sixty (260) days or at least 1110 hours.

Subd. 5. Part-Time School Year Employees. A Part-Time School Year Employee is employed a minimum of three (3) hours per day for a
minimum of one hundred seventy-four (174) days – and at least five hundred twenty-two (522) hours.

*The regular workday hours are not inclusive of lunch.

**Hours may be adjusted by the site principal with approval of the superintendent.

Section 4. Highly Qualified Paraprofessional. For purposes of administering this Agreement, the term "Highly Qualified" shall have the meaning assigned to it by the Minnesota Department of Education.

Section 5. School District. For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 6. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE 4 – 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. Sub-Contracting. Before the School District enters into any subcontracting agreement; it will provide notice to Local 70 and give the union opportunity to bargain the subcontracting.

Section 3. 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 4. Effect of Laws, Rules and Regulations. The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by 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 orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 5. Reservation of Managerial Rights. The foregoing enumeration of 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 District.

ARTICLE 5 – EMPLOYEES RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join. Pursuant to PELRA, 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 for employees of such unit with the School District.

Section 3. Request for Dues Check Off. The exclusive representative shall be
allowed dues check off for its members, provided that dues check off and the
proceeds thereof shall not be allowed to any exclusive representative that has
lost its right to dues check off, pursuant to PELRA. Upon receipt of a properly
executed authorization card of the employee involved, the School District will
deduct from the employee’s paycheck the dues that the employee has agreed to
pay to the employee organization. The District shall pro-rate dues for employees
working less than twelve (12) months. Dues are pro-rated on a twelve (12)
month basis. Deductions shall be made the first pay period of each month and
transmitted to the designated organizations, together with a list of names of
employees from whom the deductions were made.

Section 4. The District shall compensate up to two (2) Union Stewards at regular
straight time pay for attendance at mediation and arbitration hearings and at
meetings at which Union Representation has been requested to deal with
workplace issues, when such hearings and meetings are held during that
employee’s scheduled work hours. No union time shall be paid at the overtime
rate nor counted when calculating over time hours.

Section 5. Representatives of the Union shall be permitted to come on the
premises of the Employer for the purpose of investigating and discussing
grievances and preparing the initial contract proposal. All meetings with
members of the bargaining unit shall be held outside of that employee’s
regularly scheduled work hours.

Section 6. The District shall advise the Union in writing of the names and
starting days and ending days of all employees belonging to this bargaining unit,
this list shall also be copied to the stewards.
Section 7. Employees who are elected officers of Local 70 may be allowed to up to three (3) days’ time off with pay for the purpose of conducting the business of their elected office.

**ARTICLE 6 – RATES OF PAY**

**Section 1. Rates of Pay.**

*Subd. 1.* The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the period commencing with the mutual ratification of this agreement July 1, 2018 through June 30, 2020.

*Subd. 2.* During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into. The wages reflected in Schedule B shall be used as the beginning rates of pay for new employees. Employees hired in the 2018 – 2019 school year, if retained for the following year, will be given a forty cent ($0.40) raise for the 2019 – 2020 school year.

*Subd. 3.* An individual employee’s salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. Any action withholding a salary increase shall be subject to the grievance procedure.

*Subd. 4.* In the event an employee assumes the responsibilities of a higher paid classification with the approval of the building Principal, they shall be placed on this schedule based upon the job classification and their years of service or experience.

**Section 2. License/Certification Reimbursement.** When licensing or certification are required by state or federal law for operating the District’s equipment and the operation or supervision of this equipment is a part of an
employee's job duties, the District shall reimburse employees for renewal of any licenses/certifications needed to ensure District compliance.

Section 3. Activity Passes. All members of this bargaining unit will be entitled to employee/spouse activity passes for each school year. Employees who have already purchased passes will not be reimbursed by the School District.

Section 4. School Year Employees 24 Pay Option. School Year Employees may request receiving their annual salary divided into twenty-four (24) equal payments. Annual salary is determined by multiplying hourly wage times the hours worked per day times the expected number of workdays (including holidays) in that school year. A School Year Employee will need to make the request in writing to the District Office prior to September 1st of that school year. Once a School Year Employee makes this request, it will stay in force from year to year until a written request is delivered to the District Office prior to the first day of school of a new school year.

If an employee opting to be paid in this manner requests an unpaid day or works additional hours or days in a pay period, the decrease or increase in pay will made on that pay period. It cannot be averaged over the remaining pay periods.

Section 5. Temporary Extended Employment. If the District determines it's necessary to increase the number of hours of services provided by a position listed in Article 3 it may do so at its discretion.

   Subd. 1. Effects on Benefits. An employee on a temporary extended employment will receive additional sick leave, vacation leave and holidays prorated on the additional hours.

**ARTICLE 7 – GROUP INSURANCE**

Section 1. Health and Hospitalization Insurance. Beginning January 1, 2016 the District shall make available to employees in the bargaining unit, who work
thirty (30) hours per week on average, health and hospitalization insurance through the Public Employees Insurance Program (PEIP).

Section 2. Contributions. For all eligible employees, the District will contribute, annually, the full single premium for the PEIP HSA Compatible Plan or the equivalent amount towards the purchase of any other plan within PEIP, plus five hundred dollars ($500.00), which will be allocated into an HRA integrated with the health plan. Those who enroll in family coverage through the District will get a contribution equal to the allocation for singles. Additional costs associated with choosing other plans within PEIP will be at the expense of the employee. In the event the HSA Compatible Plan should no longer be available, the District will provide the equivalent amount towards another health plan. The HRA contributions will be placed in trust for the individual employee and may be used for all IRS eligible health expenses. In the event a participant dies with a balance in his/her HRA account and no eligible spouse or tax dependents, the account's funds will be redistributed equally among the other participants.

On behalf of those employees who provide documentation of other Employer-sponsored group health coverage or any other ACA (Affordable Care Act) compliant health insurance plan, the District shall contribute, annually, an amount equal to seventy-five percent (75%) of the full single premium into the cafeteria plan wherein the employee will receive taxable cash-in-lieu of insurance through the IRS compliant 125 flex account. The employee must pay his/her own contributions to FICA as well as the District’s contribution. As long as the District agrees to offer a flexible benefit plan, the monthly maintenance fee will be shared equally by the District and the employees enrolled in the plan. Selection of the plan will be the decision of the District.

Married couples employed in the District will be able to pool their allocations for singles towards family coverage, or have all the same options as an individual employee.

Section 3. Claims Against the School District. It is understood that the school district'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 District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution. An employee is eligible for School District contribution as provided in the Article as long as the employee is employed by the School District. Upon termination of employment, all district contribution shall cease.

Section 5. Eligibility. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

Section 6. Group Term Life Insurance.

Subd. 1. Full-Time Full-Year Employees. Each full-time full-year employee shall have a twenty-five thousand dollars ($25,000.00) life insurance premium benefit paid by the school district.

Subd. 2. Full-Time Extended-Year Employees. Each full-time extended year employee shall have a twenty-five thousand dollars ($25,000.00) life insurance premium benefit paid by the school district.

Subd. 3. Full-Time and Part-Time School Year Employees. Each Full-Time and Part-Time school year employee shall have a fifteen thousand dollar ($15,000.00) life insurance premium benefit paid by the school district.

Subd. 4. Part-Time Extended-Year Employees. Each Part-Time extended year employee shall have a fifteen thousand dollar ($15,000.00) life insurance premium benefit paid by the school district.

Subd. 5 Employees who retire from the District may, at their own expense, maintain their District-issued life insurance policy in accordance with laws governing the policy amounts.
*Employees who are already receiving twenty-five thousand dollars ($25,000.00) under the old contract will continue to receive this amount regardless of their new classification

Section 7. Long Term Disability Insurance. If eligible and enrolled in the District’s Long Term Disability Plan, the District will pay to the employee an amount equal to one hundred percent (100%) of the premium for coverage for each employee working one thousand three hundred ninety-two (1392) hours or more per year. The employee will be responsible for paying the premium through payroll deduction.

ARTICLE 8 – LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. Employees shall earn sick leave at the rate of one (1) day for each employment month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Unused sick leave days may accumulate from year to year without limitation.

Subd. 3. Sick leave with pay shall be allowed in accordance with M.S. 181.9413. Beginning in 2013 this included illness of the employee, spouse, all children, sibling, grandparent, and employee’s parents or stepparents.

Pursuant to M.S. l81.9413, and P.L. 103.3 Family Medical Leave Act:

1. An employee who performs services for at least twelve (12) consecutive months preceding the request;
2. And for an average number of hours per week equal to one-half the Full-Time equivalent position in the employee's job classification as defined by the district's personnel policies or practices;

3. Or pursuant to the provisions of this collective bargaining agreement during those twelve (12) months, may use sick leave for absences due to an illness of the employee's actual or adoptive child, parents or step parents, for such reasonable periods as the employee's attendance may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own absence.

**Subd. 4.** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness; indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 6.** Sick leave pay shall be approved only upon submission of a signed request. Employees must submit an authorized sick leave pay request form available on the District website or from the building office.

**Subd. 7.** After completion of fifteen (15) years of service for Houston Public Schools, ISD 294, the employee is eligible to receive upon retirement or voluntary termination of their employment with the District, or upon death to the employees beneficiary or estate, payment at their current daily wage for unused sick days up to a maximum of ninety (90) days or twenty-five percent (25%) of unused sick days, whichever is greater. Total payment will not exceed six thousand dollars ($6,000.00) for any individual employee.
Section 2. Worker's Compensation. Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District; with the salary reduced by an amount equal to the insurance payments. Only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement. Sick leave will be granted for bereavement, as follows:

A. Four (4) days leave for the death of a spouse, father, mother or child;

B. Three (3) days leave for the death of a sibling, grandparent, grandchild, parent-in-law, sibling-in-law, step-parent, step-child, step-sibling or legal ward;

C. Two (2) days leave for death of half-sister, half-brother, aunt, uncle, niece, or nephew;

D. One (1) day leave for the death of a friend.

Section 4. Personal Days. All employees shall be allowed two (2) days for personal leave. An employee planning to use a personal leave day or days shall notify his/her supervisor as early as possible, but at least one (1) day in advance, except in cases of emergency. The District reserves the right to allow time off under this Section based upon the needs of the District. In the event an employee does not use their allotted personal leave days, unused days may be carried over from year to year with a maximum accumulation of four (4) days.

Section 5. Medical Leave.

Subd. 1. An employee, who has completed their probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical
leave of absence, without pay, up to nine (9) months. This leave may be renewed at the discretion of the School District.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 6. Insurance Application. An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Section 7. Credit. An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 8. Eligibility. Leave benefits provided in this Article shall apply to all employees as defined in Article 3, Section 3 of this Agreement.

Section 9. Unpaid Leave. Employees are hired to work specific schedules as designated by the Superintendent. The Superintendent reserves the right to grant or deny any request for unpaid leave. Any unpaid leave requests of less than one day may be granted by the employee's immediate supervisor.

ARTICLE 9 – HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week. The regular work week, exclusive of lunch, shall be forty (40) hours per week.

Section 2. Basic Work Year. The regular work year shall be prescribed by the school district each year for regular employees.
Section 3. Part-Time Employees. The School District reserves the right to employ such personnel as it deems desirable or necessary on a Part-Time or casual basis for time less than that of a Full-Time employee.

Section 4. Shifts and Starting Time. All employees will be assigned starting time and shifts as determined by the School District.

Section 5. Lunch Period. Provide for a duty free lunch for employees who have an unpaid lunch period.

Section 6. Emergency School Closings.

Subd. 1. All employees covered by this Agreement shall be entitled to pay for one regular workday lost due to emergency school closing. Employees may use available Personal or Sick leave if more than one snow day is declared by the District. Employees covered by the agreement shall be allowed to make up time within the same time period and would not be paid overtime.

Subd. 2. Second shift school custodians may work the day shift as needed at the discretion of their supervisor.

Subd. 3. In the event a snow day is issued during the school year, employees who were not able to use up any portion of the one (1) day, to which they were entitled due to their job assignments, shall be allowed to use the remaining portion before June 30th of the year with prior administrative approval or be paid at their regular rate of pay for the time not used.

Section 7. Call Back. Employees called back to work after completing his/her regular scheduled shift shall receive a minimum of one (1) hour straight time pay or the actual hours worked at one and one-half (1-1/2) time the hourly pay, whichever is greater.
Section 8. Overtime/Compensatory Time.

Subd. 1. Overtime. All hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1 ½) times the regular rate of pay. Overtime shall be approved by the employee’s supervisor in advance.

Subd. 2. Compensatory Time. On approval by the supervising administrator, time off from work may be taken for the accumulated compensatory hours at the rate of one and one-half (1 ½) times overtime hours worked. Compensatory hours shall be paid out upon termination or resignation from the job. Compensatory time shall not, in any case, exceed forty (40) hours. Compensation time shall be utilized at a time agreed upon by the employee and employee’s supervisor.

ARTICLE 10 – HOLIDAYS

Section 1. Holidays that fall on weekends will be observed on a day established by the school district. The school district reserves the right, if school is not in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday(s) that fall within an employee’s vacation period shall not be counted as a vacation day. 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 excused illness, leave, or on vacation under these provisions. Full-Time employees shall be compensated at one and one-half times their regular rate of pay for all work performed at the request of the school district on actual holidays listed.

Section 2. Full-Time Full-Year Employees. Full-Time Full-Year Employees will receive ten (10) paid holidays. The holidays are:

- New Year’s Eve Day
- New Year’s Day
- Good Friday
- Memorial Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
Independence Day Christmas Day

Section 3. Full-Time Extended-Year Employees; Part-Time Extended Year Employees and School Year Employees. Full-Time Extended-Year Employees; Part-Time Extended Year Employees and School Year Employees will receive eight (8) paid holidays. The holidays are:

- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

ARTICLE 11 – VACATIONS

Section 1. Eligibility. This Article shall apply only to Full-Time Full-Year; Full-Time Extended-Year; and Part-Time Extended-Year Employees and Part-Time/All Year Employees as defined in Article 3, Section 3.

Section 2. Earned Vacations. Eligible Employees as stated in Section 1 of this Article shall accrue vacation, based upon their FTE status, as follows:

- After completion of one (1) year of continuous employment – one (1) week of vacation.
- After completion of three (3) years of continuous employment – two (2) weeks of vacation.
- After completion of seven (7) years of continuous employment – three (3) weeks of vacation.
- After completion of twenty (20) years of continuous employment – four (4) weeks of vacation.
Section 3. **Application.** The scheduling of all vacation time shall be determined by the employee's supervisor. Written requests for vacation time in excess of one (1) day shall be submitted to the employee's site supervisor at least four (4) weeks in advance; but no more than six (6) months before requested leave unless agreed to otherwise with their building principal.

Section 4. **Vacation Scheduling.** One (1) custodian can use vacation during the Christmas break up to five (5) working days. All other vacations will be taken between June 15 and August 15. Any exceptions will be with the employee’s supervisor’s approval.

Section 5. **Unused Vacation.** Unused vacation earned during the contact year will be reimbursed at the employee’s hourly rate at the end of that contract year.

**ARTICLE 12 – DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD**

Section 1. **Probationary Period.** An employee under the provisions of this Agreement shall serve a probationary period of nine (9) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. **Probationary Period: Change of Classification.** In addition to the probationary period an employee transferred or 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 will make every effort to reassign the employee to the employee’s former position. If the former position is not available, they will be returned to a position within their former classification.
Section 3. Completion of Probationary Period. An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date. Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the last four digits of the employee’s social security number, with the lower number being designated as most senior.

Section 5. Vacancy Postings. Any vacancy and/or new position in a non-certified position will be posted on the main bulletin board of each building within ten (10) days of the established vacancy. In addition, within that ten (10) day period, the Union and Steward(s) will be informed that a vacancy has been posted. A period of five (5) days will be allowed for internal applicants only. If an internal applicant is not hired external posting will commence. A vacancy will occur anytime a position changes from Part-Time to Full-Time.

Section 6. Discipline.

Subd. 1. Just Cause. Disciplinary action may be imposed upon an employee only for just cause.

Subd. 2. Grievance Procedure. Any disciplinary action imposed upon an employee may be grieved through the grievance procedure.

Subd. 3. Forms of Discipline. The forms of discipline that may be administered are as follows:

1. Oral reprimand (copy to employee and Union office)
2. Written reprimand (copy to employee and Union office)
3. Suspension or Demotion (copy to employee and Union office)
4. Discharge (copy to employee and Union office)
5. All forms of discipline shall be in writing

Section 7. Right to Union Representation. The Employer shall not question an employee during a specific prearranged investigation that may lead to suspension, demotion, or discharge unless the employee has been given opportunity to have a Union representative present at such questioning.

ARTICLE 13 – REDUCTION IN FORCE

The parties recognize the principle of seniority in the application of this Agreement, within classification and FTE (percent of 1.0) status, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position, i.e.: in the event a more senior employee's position is eliminated, that more senior employee may reduce the amount of hours that a least senior employee receives by the amount the more senior employee has lost. An employee on layoff shall retain seniority and right to recall, within classification and FTE status, in seniority order for a period of twelve (12) months after the date of layoff.

ARTICLE 14 – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "grievance" shall mean an allegation by an employee, or the Exclusive Representative, resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative. The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.
Section 3. Definitions and Interpretation.

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

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

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of 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, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing 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 Limitations 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 (20) 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 within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance. The School District and the 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. If the grievance is not resolved through informal discussions, it is the responsibility of the Union to notify the District that the grievance procedure has begun at Level 1. The School District designee shall give a written decision on the grievance to parties involved within ten days (10) after the meeting. The superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within ten days (10) after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten days (10) after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days (10) after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days (20) after receipt of the appeal. Within twenty days (20) after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the board may be designated by the Board to hear the appeal at the level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.
Section 7. Denial of a Grievance. Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures. In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties 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 commissioner to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.
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, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party’s representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, 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, subcontracting, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School
Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver. A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of the arbitrator.

ARTICLE 15 – PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, 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 obligations of employment.
ARTICLE 16 – DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2018, through June 30, 2020 unless otherwise noted in any of the Articles and Appendices contained herein; and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District 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. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. 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 provisions of this Agreement or the application of any provision thereof.
The Employer and the Union have agreed to the herein stated terms.

For: Houston ISD #294

Superintendent

Board Chair

Board Clerk

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Kathy Jumbeck, Union Steward

Tracey Schmidt, Union Steward
## SCHEDULE A

<table>
<thead>
<tr>
<th>NAME</th>
<th>OCCUPATION</th>
<th>2018-2019 PAY RATE</th>
<th>2019-2020 PAY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Becker, Barbara</td>
<td>Kitchen Aide</td>
<td>$14.34</td>
<td>$14.74</td>
</tr>
<tr>
<td>Dankers, Jessica</td>
<td>Paraprofessional</td>
<td>$14.99</td>
<td>$15.39</td>
</tr>
<tr>
<td>Duffy, Phillip</td>
<td>Custodian, Head H.S.</td>
<td>$18.03</td>
<td>$18.43</td>
</tr>
<tr>
<td>Edwards, Shelly</td>
<td>Paraprofessional</td>
<td>$15.49</td>
<td>$15.89</td>
</tr>
<tr>
<td>Erdmann, Sarah</td>
<td>Paraprofessional</td>
<td>$14.99</td>
<td>$15.39</td>
</tr>
<tr>
<td>Felten, Maria</td>
<td>Paraprofessional</td>
<td>$15.49</td>
<td>$15.89</td>
</tr>
<tr>
<td>Felten, Maria</td>
<td>Secretary</td>
<td>$15.80</td>
<td>$16.20</td>
</tr>
<tr>
<td>Fitting Melissa</td>
<td>Paraprofessional</td>
<td>$16.17</td>
<td>$16.57</td>
</tr>
<tr>
<td>Flatin, Cynthia</td>
<td>Paraprofessional, Library</td>
<td>$15.49</td>
<td>$15.89</td>
</tr>
<tr>
<td>Francis, Lori</td>
<td>Paraprofessional</td>
<td>$14.99</td>
<td>$15.39</td>
</tr>
<tr>
<td>Frauenkron, Anna</td>
<td>Paraprofessional</td>
<td>$15.49</td>
<td>$15.89</td>
</tr>
<tr>
<td>Frauenkron, Erin</td>
<td>Advisor</td>
<td>$16.20</td>
<td>$16.60</td>
</tr>
<tr>
<td>Gavin, Terri</td>
<td>Paraprofessional</td>
<td>$14.99</td>
<td>$15.39</td>
</tr>
<tr>
<td>Geiwitz, Amy</td>
<td>Paraprofessional</td>
<td>$15.49</td>
<td>$15.89</td>
</tr>
<tr>
<td>Jumbeck, Kasey</td>
<td>Paraprofessional</td>
<td>$14.99</td>
<td>$14.39</td>
</tr>
<tr>
<td>Jumbeck, Kathy</td>
<td>Custodian</td>
<td>$15.80</td>
<td>$16.20</td>
</tr>
<tr>
<td>Karlsbroten, Brittany</td>
<td>Paraprofessional</td>
<td>$14.99</td>
<td>$15.39</td>
</tr>
<tr>
<td>Kinstler, Jennifer</td>
<td>Paraprofessional</td>
<td>$15.49</td>
<td>$15.89</td>
</tr>
<tr>
<td>Krage, Laura</td>
<td>Paraprofessional</td>
<td>$15.49</td>
<td>$15.89</td>
</tr>
<tr>
<td>Lindh, Betty</td>
<td>Paraprofessional</td>
<td>$14.99</td>
<td>$14.39</td>
</tr>
<tr>
<td>Macomber, Rosine</td>
<td>Advisor</td>
<td>$17.07</td>
<td>$17.47</td>
</tr>
<tr>
<td>Moga, Dale</td>
<td>Advisor</td>
<td>$16.20</td>
<td>$16.80</td>
</tr>
<tr>
<td>Muller, Mary</td>
<td>Paraprofessional</td>
<td>$15.99</td>
<td>$16.39</td>
</tr>
<tr>
<td>Olson, Ashley</td>
<td>Advisor</td>
<td>$15.70</td>
<td>$16.10</td>
</tr>
<tr>
<td>Olson, Jessica</td>
<td>Secretary</td>
<td>$15.80</td>
<td>$16.20</td>
</tr>
<tr>
<td>Robb, Debra</td>
<td>Assistant Cook</td>
<td>$14.47</td>
<td>$14.87</td>
</tr>
<tr>
<td>Schmidt, Tracey</td>
<td>Paraprofessional</td>
<td>$14.99</td>
<td>$15.39</td>
</tr>
<tr>
<td>Schwanbeck, Jessica</td>
<td>Paraprofessional</td>
<td>$14.64</td>
<td>$15.04</td>
</tr>
<tr>
<td>Sires, Rose</td>
<td>Office Manager, HS</td>
<td>$18.00</td>
<td>$18.40</td>
</tr>
<tr>
<td>Sires, Steven</td>
<td>Custodian</td>
<td>$15.30</td>
<td>$15.70</td>
</tr>
<tr>
<td>Stensland, Kelli</td>
<td>Paraprofessional</td>
<td>$15.49</td>
<td>$15.89</td>
</tr>
<tr>
<td>Vix, Barbara</td>
<td>Elementary Office Manager</td>
<td>$17.05</td>
<td>$17.45</td>
</tr>
<tr>
<td>Zobeck, Judy</td>
<td>Advisor</td>
<td>$16.20</td>
<td>$16.60</td>
</tr>
</tbody>
</table>

*This Salary schedule includes current “additional pays.”*
SCHEDULE B

BEGINNING RATES OF PAY FOR NEW EMPLOYEES

<table>
<thead>
<tr>
<th>JOB TITLE</th>
<th>2018-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dish/Kitchen Assistant</td>
<td>$12.64</td>
</tr>
<tr>
<td>Assistant Cook</td>
<td>$13.27</td>
</tr>
<tr>
<td>Custodian</td>
<td>$14.10</td>
</tr>
<tr>
<td>Head Elementary Custodian</td>
<td>$15.01</td>
</tr>
<tr>
<td>Head High School Custodian</td>
<td>$15.59</td>
</tr>
<tr>
<td>Paraprofessional</td>
<td>$13.79</td>
</tr>
<tr>
<td>Library Paraprofessional</td>
<td>$13.79</td>
</tr>
<tr>
<td>Elementary Office Manager</td>
<td>$15.35</td>
</tr>
<tr>
<td>High School Office Manager</td>
<td>$15.95</td>
</tr>
<tr>
<td>Comm. Ed Office Manager</td>
<td>$15.49</td>
</tr>
<tr>
<td>Secretary</td>
<td>$14.10</td>
</tr>
<tr>
<td>Advisor</td>
<td>$14.50</td>
</tr>
<tr>
<td>Lead Advisor</td>
<td>$15.95</td>
</tr>
</tbody>
</table>

ADDITIONAL PAYS

<table>
<thead>
<tr>
<th>Additional Pay</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Boilers License</td>
<td>$0.37/hour</td>
</tr>
<tr>
<td>2nd Class Boilers License</td>
<td>$0.47/hour</td>
</tr>
<tr>
<td>1st Class Boilers License</td>
<td>$0.57/hour</td>
</tr>
<tr>
<td>Highly Qualified Paraprofessional</td>
<td>$0.37/hour</td>
</tr>
</tbody>
</table>

*A Highly Qualified Paraprofessional will be paid the additional amount per hour for time assigned to Title 1. This hourly pay shall in no circumstances be paid in addition to the fifty cents ($0.50) per hour given for associates or bachelor’s degree as stated below.

At the discretion of Superintendent, an associate’s or bachelor’s degree that is germane to the job will add fifty cents ($0.50) to listed rates.

The Employer shall have the right to place a new employee at no more than the above listed additional pay rates provided the employee has relevant job experience, skills, qualifications and course work. In no case shall an employee be placed at more than the above listed pay rates. The Employer shall notify the Union of any such employee hired.
### EXHIBIT A - WAGES

<table>
<thead>
<tr>
<th>Year</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$0.50 per hour</td>
</tr>
<tr>
<td>Year 2</td>
<td>$0.40 per hour</td>
</tr>
</tbody>
</table>

DM/jcb/opeiu#12