AGREEMENT

between

RENVILLE COUNTY WEST ISD #2890

and

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

CUSTODIANS

July 1, 2017 through June 30, 2019
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ARTICLE I – PURPOSE

THIS AGREEMENT is entered into between the School Boards of Independent School, Minnesota, Independent School District #2890, Renville County West, Renville, Minnesota, hereinafter referred to as the School Board, and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for bargaining unit members during the duration of the Agreement.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the School Board recognizes the Union as the Exclusive Representative of head custodians and custodians employed by the School Boards of Independent School District 2890, Renville County West, for 14 or more hours per week during the weeks school is in session, which Exclusive Representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and described in the provisions of this Agreement.

Section 2. Negotiating Time. Only those employees required to be engaged, during the school day, in negotiating on behalf of the Exclusive Representative with a representative of the School Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

Section 3. Negotiating Unit. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.
ARTICLE III – DEFINITIONS

Section 1. Terms and Conditions of Employment. The term, "terms and conditions of employment", means the hours of employment, the compensation thereof, including fringe benefits, and the Employer's personnel policies affecting the working conditions of the employees. The term is subject to the provisions of the P.E.L.R.A. regarding the rights of public employees and the scope of negotiations.

Section 2. Bargaining Unit. All head custodians and maintenance/custodians, employed by the School Boards who are public employees within the meaning of Minnesota Statutes Sect. 179 1.03, Subd. 14, excluding supervisory and confidential employees. Employees working fourteen (14) or fewer hours per week are excluded.

Section 3. Employee. A member of the bargaining unit.

Section 4. Other Terms. Terms not defined in the Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to the function and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection, 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 Districts within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School Districts.
ARTICLE V - EMPLOYEE RIGHTS

Section 1. Dues Check-Off. The Union shall be allowed dues check-off for its members. Upon receipt of a properly executed authorization card of the employee involved, the School Board shall deduct from the employee's paycheck the dues that the employee has agreed to pay the Union during the period provided in said authorization.

Section 2. Fair Share Fee. In accordance with M.S. 179 A.06. Subd. 3, any employee included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered as Exclusive Representative.

Section 3. Discrimination. Outside of the school day, no religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of any employee.

Section 4. Rights of Employees. Nothing contained herein shall be construed to deny or restrict to any employee, rights they may have under Minnesota or U.S. Laws or other applicable laws and regulations.

Section 5. Personnel Files.

Subd. 1. Copy of Record. Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record.

Subd. 2. File Availability. Files may be examined at reasonable times under direct supervision of the Superintendent or his/her designee. The employee shall have the right to reproduce any of the contents of the files, at the employee's expense, and to submit for inclusion in the file written information in response to any material contained therein. The employee's union representative may also see and make copies of the employee's file with his/her written consent.
Section 6. Use of School Property. The Union shall have the right to use, subject to the approval of the Superintendent, school facilities and equipment, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incidental to such use.

Section 7. Subcontracting. The School Districts recognize their responsibilities to meet and negotiate the subcontracting of Unit work. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs.

ARTICLE VI – BASIC SCHEDULE AND RATE OF PAY

Section 1. Salary Schedule. All rates of pay of employees covered by this agreement are set forth in Appendix I hereto attached and incorporated into this agreement. Such rates of pay shall remain in effect during the duration of this contract.

Section 2. Dates of Salary Payment. Salary checks will be paid semi-monthly on the 15th and the last day of each month, or the last working day prior thereto.

Section 3.

Subd. 1. Mileage. Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate set by the School Board.

Subd. 2. Employees required to work at multiple sites shall, when a district vehicle is available, be allowed the use of a district vehicle and allowed reasonable time to transit between sites.

Section 4. Longevity. Custodians/Maintenance employees shall be eligible for longevity pay, after completing 10 years of service in the School District, of $0.20 per hour for 2017 – 2018 and $0.25 per hour for 2018 – 2019, in addition to their regular pay. Again, upon completing 15 years of service Custodians/Maintenance employees shall receive an additional $0.25 per
hour for 2017 – 2018 and $0.30 per hour for 2018 – 2019 above their regular pay. After completing 20 years of service an employee shall receive an additional $0.30 per hour for 2017 – 2018 and $0.35 per hour for 2018 – 2019 above their regular pay.

Section 5. Maintenance Technician Stipend. Effective 7/1/2016: For the position of Maintenance Technician, an additional one dollar ($1.00) per hour shall be added to the base wage rate for all hours worked.

ARTICLE VII – HOLIDAYS AND PAID VACATION

Section 1. Vacation.

Subd. 1. Full time, year around employees accrue vacation as follows:

<table>
<thead>
<tr>
<th></th>
<th>Days</th>
<th>Earned Every</th>
</tr>
</thead>
<tbody>
<tr>
<td>During first year</td>
<td>5</td>
<td>52 days</td>
</tr>
<tr>
<td>During years 2 through 5</td>
<td>10</td>
<td>26 days</td>
</tr>
<tr>
<td>During years 6 through 12</td>
<td>15</td>
<td>17.33 days</td>
</tr>
<tr>
<td>During years 13 and thereafter</td>
<td>20</td>
<td>13 days</td>
</tr>
</tbody>
</table>

Subd. 2. Vacation days are accrued as per the above schedule. Days are accrued as they are earned. Vacation days are however deducted as used. Consequently, the number listed on the employee's paycheck may be shown as a negative as long as it does not exceed the days accrued during the current fiscal year.

Subd. 3.

A. New vacations may be used as accrued. Accrued vacation may be used at any time during the calendar year subject to the provisions of Section 1, Vacation, Subd. 2., this Article.

B. Accumulation of Vacation: Unused vacation hours will be accumulated to 120 hours. Employees shall have 90 days to use down any vacation hours beyond the maximum accrual.
Subd. 4. Vacations may be taken during student attendance days, subject to the following conditions:

1. Not more than one bargaining unit employee per campus may be off at one time

2. Request must be made at least five days prior to the time requested.

3. Approval or disapproval will be given by the supervisor or his/her designee within two (2) working days.

Section 2. Holidays. The following paid holidays will be observed:

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

Subd. 1. Should any of the above holidays occur during an employee’s vacation, it shall not be charged against the vacation balance of the employee.

Subd. 2. Should any of the above holidays occur on a Saturday or Sunday, the employee shall have the option of taking off Friday or Monday.

Subd. 3. School term employees shall be eligible for holiday benefits for those holidays occurring only during the school year.

Subd. 4. An employee required to work on an observed holiday will, in addition to their normal holiday pay, be paid time and one-half (1 1/2) their hourly rate for all hours worked. Call back will apply for the minimum number of hours to be paid if actual work time is less. Building Checks on Holidays will be paid in accordance with the Building Check rate for Sunday and will be in addition to the employee’s
holiday pay. For those holidays that require building checks per Minnesota Boiler Regulations, minimum school boiler attendance regulations shall be recognized.

Subd. 5. Employees who are required to work on a holiday because the building is being used for a community wide event (i.e.) Memorial Day will be paid straight time pay for all hours worked in addition to their holiday pay.

**ARTICLE VIII – GROUP INSURANCE**

Section 1. Selection. The selection of the insurance carrier and policy shall be made by the school board.

Section 2. Health and Hospitalization Insurance. Effective July 1, 2017, the School District shall contribute up to a maximum of $6,100.00 and effective July 1, 2018 a maximum of $6,400.00, annually for those employees enrolled in the District's Health and Hospitalization plan for an employee that is employed full-time twelve (12) months, or pro-rated for less than full-time twelve (12) month employees.

Section 3. Term Life Insurance. The School Board shall provide a term life insurance policy in the amount of $10,000 for a School District employee who works a minimum of seven (7) hours per day.

Section 4. Long Term Disability Insurance. The School Board shall provide a long term group disability insurance plan available for each member. Benefits shall be payable upon the 60th calendar day of disability at 66% of the contractual salary to a maximum benefit of $1,000 per month with offsets. Benefits payments shall continue to age 65 or until termination of disability, whichever occurs first.

Section 5. 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 6. 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 District participation and contribution shall cease, effective on the last working day, except as might be provided by the laws of the State of Minnesota or laws of the United States.

ARTICLE IX – LEAVES

Section 1. Disability Leave.

  Subd. 1. Disability Leave. All employees shall accrue disability leave. Disability leave shall be accumulated at the rate of one day for every 12 working days up to a maximum of 100 days.

  Subd. 2. Pay. Disability leave shall be with pay.

  Subd. 3. Disability Leave Deductions. Disability leave allowed shall be deducted from the accrued disability leave days accumulated by the employee. An accurate record shall be kept and given to any employee upon request.

  Subd. 4. Workers Compensation Act. In the event an employee's absence is due to an illness or injury incurred in the course of employment and compensable under the Minnesota Worker's Compensation Act, the School Board shall pay to the employee the difference between the employee's salary and the payment received under the Act in lieu of salary, and the percentage of salary not covered by the Act shall be proportionately charged against the employee's accumulated disability leave.

  Subd. 5. Wellness Incentive Payment. If no more than three (3) days of sick leave are used, the employee will receive a wellness incentive payment of $220.00. If four (4) days of sick leave are used, the wellness incentive payment will be $120.00. If five (5) days of sick leave are used, the wellness incentive payment will be $80.00. When six (6) or more days of sick leave
are used, there will be no wellness incentive payment. In order to receive payment, a claim voucher must be completed and submitted to the District office by the defined date indicated on the voucher.

Section 2. Child Care.

Subd. 1. Eligibility. The School Board shall grant a child care leave, without pay, to any employee, regardless of marital status, who requests such a leave for the purpose of providing parental care to his or her natural born or adopted child or children.

Subd. 2. Application. An employee shall make application, in writing, informing the Superintendent of intention to take a child care leave at least sixty (60) days prior to commencement of the intended leave.

Subd. 3. Approval. In making determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to grant any leave of more than one (1) school calendar year, including any portion of maternity leave, unless by mutual agreement.

Subd. 4. Termination of Leave. Upon returning to active employment status, the employee shall be reinstated in his or her original job or to a position of like status and pay.

Section 3. Funeral Leave. Three (3) days with pay (not to be deducted from sick leave) shall be granted for death in the immediate or blended family (parent, grandparent, children, grandchildren, brother, sister, spouses of same and dependent members of household) and others at the discretion of the Superintendent. An additional two (2) days with pay (to be deducted from sick leave) shall be granted for out of town funerals of over 150 miles.

Section 4. Personal Leave. Leave may be granted by the Superintendent for reasons which make absence necessary. In such cases deduction shall be made from the employee's accrued disability leave. Other leaves will be non-paid leaves.
Section 5. Jury Duty. Employees called for jury duty shall not be deducted in pay and shall reimburse the School District for any payment received for jury duty, other than milcage or other expenses.

ARTICLE X – HOURS OF SERVICE

Section 1. Basic Work Week. Head Custodians and Custodians are guaranteed forty (40) hours per week.

Section 2. Overtime. Employees will be paid one and one-half (1-1/2) times their hourly rate for all hours worked in excess of forty (40) hours in a payroll week. There will be no pyramiding of overtime and/or premium pay.

Section 3. Premium Pay. All work performed on Saturday shall be compensated at 1.5 times the hourly rate. All work performed on Sunday (except building checks) shall be compensated at 2 times the hourly rate. All overtime work must be authorized in advance by the Employer through his/her supervisor. Overtime will be equally distributed among the employees of the unit as much as practical and possible.

Section 4. Shifts and Starting Time.

Subd. 1. The School Board or their designee will determine starting times and shifts.

Subd. 2. An employee who works a shift of which three or more hours are after 4:30 p.m. will be paid an additional $0.75 per hour for 2017 – 2018 and an additional $0.80 per hour for 2018 – 2019, for all hours worked.

Section 5. Lunch Period. Employees shall have a duty free lunch period of at least 30 minutes, but no longer than 1 hour. On an occasional basis lunch may be extended beyond one hour by mutual agreement of the employee and his/her supervisor.

Section 6. Time Clock. All hourly employees are required to use a time clock, except for extenuating circumstances. Penciled entries will be kept to an
absolute minimum.

Section 7. Call Back. An employee called back to work outside of his or her normal schedule to perform duties for the School District shall be compensated for a minimum of two (2) hours guaranteed or time on time clock whichever is greater, at a rate of 1.5 times the hourly rate. Call-back does not apply to Building Checks.

Section 8. Building Checks. Building checks shall be compensated at 1.5 times the hourly rate, one (1) hour minimum or time on clock, whichever is greater. (One building check per day and on weekends during all seasons.) Building Check Pay will be in addition to Holiday pay or other pay received for the day in which an employee performs a building check.

ARTICLE XI – SENIORITY

Section 1. Policy. A policy of seniority shall be formulated that will give permanent employees with longer periods or service an opportunity for promotion.

Section 2. Seniority List. A common list of seniority shall be posted on the basis of original date of full-time employment and years of service with the Renville County West School District. In the event another District merges with the existing District the new employees seniority date shall be the date of the merger.

Section 3. Posting of Vacancies. All permanent vacancies in full-time positions will be posted for a two (2) week period. The union office shall be provided with a copy of all postings. A permanent vacancy is defined as one anticipated to last more than six (6) months. A temporary vacancy is defined as one anticipated to last less than six (6) months. A position may be filled temporarily pending completion of posting and application procedures.

Section 4. Application for Vacancies. All employees under this Agreement may submit application in writing for any vacancy which is posted pursuant to this Article.
Section 5. Mailed Notice. An employee scheduled on vacation more than two (2) weeks at an interval will be given mailed notice of any posting during such vacation period providing he/she make such request in advance of his/her vacation period and provides the School Business Office with a self-addressed envelope for such purpose.

Section 6. Filling of Vacancies. Notice of the candidate selected to fill the vacancy shall be given within fifteen (15) working days after the closing of the posting.

Section 7. Application of Seniority. Seniority will apply in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position, except in those positions involving a promotion which shall be filled as provided in Section 8 herein. For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay.

Section 8. Promotion Positions.

Subd. 1. In filling positions involving a promotion as defined in Section 7. above, the position shall be filled by the School District with the best qualified candidate as determined by the School District. In making its determination, the School Board shall consider the employee's qualifications and aptitude for the position as well as his/her length of service with the School District, along with other relevant factors.

Subd. 2. If, in review of applications, the School District is going to recommend that the job be awarded to a junior employee, the union shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the School Business Official. The decision of the School Business Official may be appealed to the Superintendent within the provisions of the grievance procedure and a review may be sought with the School Board. If there is not agreement, the decision of the Superintendent or the School Board may be implemented pending review under the arbitration clause, to determine whether the standards of Subd. 1. have been fairly and reasonable applied.
Section 9. Outside Applicants. The School District reserves the right to fill any position with an outside applicant if internal candidates do not have the needed qualifications for the position or if no internal candidates apply.

Section 10. Administrative Transfers. Seniority and posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the Union prior to final disposition.

Section 11. Right of Assignment. Within a job classification the Board reserves the right to assign or change assignments as long as it can demonstrate that it is not being done with the intent to harass.

Section 12. Posting of Positions Due to Long Term Illness or Injury.

Subd. 1. In the event an employee's illness or injury forces the employee to be off work for an extended period of time, the employee's position will be bid per the contract as a temporary-permanent position for one year from the date of assignment of the new employee.

Subd. 2. If the absent employee is not able to return to work within one year of the time of the assignment of the new employee, the employee who was awarded the temporary-permanent position will be awarded the position as a permanent position without re-bidding the position.

Subd. 3. If the absent employee is able to return after the year time limit, the employee will be entitled to bump the position with the least seniority within the classification that the employee last worked.

Subd. 4. If the absent employee is able to return to work within the year time limit, the employee will be entitled to return to his/her former position and all employees who have bid on the temporary-permanent positions will return to their former positions.

Section 6. Lay-Off. In the event that it becomes necessary to lay-off employees for any reason, the employees shall be laid off by classification in inverse order of their seniority, with no full-time employee laid off unless all part-time employees of the same classification have previously been laid off. A laid off
employee may bump a less senior employee in an equivalent or lower paid classification in which the laid off employee has successfully completed a probationary period.

Section 7. Recall. Employees shall be recalled from lay-off by order of their seniority, with no part-time employees recalled unless all full-time employees of the same classification have previously been recalled. No new employees shall be hired in a class for which a lay-off list exists until all employees on lay-off status who desire to return to work have been recalled. An employee shall be eligible for recall up to two years. After two years those employees not called will be removed from the lay-off list.

ARTICLE XII – 403B MATCHING CONTRIBUTION PLAN

Section 1. Beginning July 1, 2007, employees who are regularly employed at Renville County West ISD #2890 shall be eligible to participate in a 403B matching program contribution plan pursuant to M.S. 356.24.

Section 2. The School District will match up to the eligible annual employee contributions starting the first year of employment based on the following schedule:

<table>
<thead>
<tr>
<th>Years of Service #2890</th>
<th>District Matching Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 3</td>
<td>$150</td>
</tr>
<tr>
<td>4 – 8</td>
<td>$200 per year</td>
</tr>
<tr>
<td>9 – 13</td>
<td>$250 per year</td>
</tr>
<tr>
<td>14 – 18</td>
<td>$375 per year</td>
</tr>
<tr>
<td>19 – 22</td>
<td>$475 per year</td>
</tr>
<tr>
<td>23+</td>
<td>$575 per year</td>
</tr>
</tbody>
</table>

Section 3. The employee shall contribute annually an amount at least equal to the amount contributed by the School District. The School District shall make the matching contribution for the year to one of the investment companies, which the employee shall elect. The contributions shall be made per pay check in equal amounts by both the District and the employee. This amount shall not exceed the maximum amount outlined in this section. Employees working less
than full-time may participate in the matching contribution plan on a pro-rata basis. If an employee leaves the District during a school year, the District will cease making contributions after the last check is dispersed to the employee. If an employee elects to contribute less than the match listed, the District will still match the amount the employee contributes. In no instance will the District contribute more than the amounts listed above.

Section 4. The eligible employee must complete a salary reduction authorization agreement before July 1 of each school year for the employee to participate in the 403B matching contributions plan for the next school year.

Section 5. Employees on unpaid leaves may not participate in the matching program while on leave.

Section 6. Management of both the portfolios of individual investments and the School District contributions shall be solely the responsibility of the employee in whose name the investments have been made. The School District assumes no current or future liability for contributions made to these plans or investment earnings or losses which may accrue to these portfolios as a result of investment decisions made by the employee.

ARTICLE XIII – GRIEVANCE PROCEDURE

Section 1. Grievance. A claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any rule, order, or regulation of the School Board may be processed as a grievance as hereinafter provided.

Subd. 1. Basis of Grievance. In the event that an employee believes there is a basis for a grievance the employee shall first discuss the alleged grievance with the employee's principal either personally or accompanied by any representative designated by the employee to act on the employee's behalf.

Subd. 2. Principle Disposition. Within five (5) working days of receipt of the grievance, the principal shall meet with the employee and the
employee's designated representative (if the employee wants the designated representative to be present) in an effort to resolve the grievance. The principal shall indicate the disposition of the grievance, in writing, within five (5) working days of such meeting, and shall furnish a copy thereof to the employee.

Subd. 3. Superintendent Disposition. If the employee is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting (or ten (10) working days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within ten (10) working days, the Superintendent shall meet with the employee and the employee's Union representative on the grievance and shall indicate the disposition of the grievance, in writing, within ten (10) working days of such meeting, and shall furnish a copy thereof to the employee and the Union.

Subd. 4. School Board Disposition. If the Union and the employee are not satisfied with the disposition of the grievance by the Superintendent or the superintendent's designee, or if no disposition has been made within ten (10) calendar days of such meeting (or twenty (20) working days from the date of filing, whichever shall be later), the grievance shall be transmitted to the School Board by filing a written copy thereof with the secretary or clerk or other designee of the School Board. The School Board, no later than its next regular meeting, or twenty (20) working days, which ever shall be later, shall meet with the employee and the employee's Union representative on the grievance. Disposition of the grievance, in writing, by the School Board shall be made no later than ten (10) calendar days thereafter. A copy of such disposition shall be furnished to the employee and the Union.

Subd. 5. Arbitration. If the Union and the employee are not satisfied with the disposition of the grievance by the School Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the method defined in 179 A.16. Subd.
4 of the law. The School Board and the Union shall not be permitted to assert in such arbitration proceedings any grounds, or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitration panel selected by the parties shall resolve the issues in dispute between the parties as submitted, and the panel’s decision and order shall be final and binding upon the parties subject, however, to the provisions of 179 A.16, Subd. 7 of the law.

Section 2. Fees and Expenses. Fees and expenses of the arbitrator shall be shared by both parties as described in 179 a.16, Subd. 8. of the law.

Section 3. Time Limits. The time limits provided in this grievance procedure shall be strictly observed, but may be extended by written agreement of the parties. 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.

Section 4. Processing Time. Notwithstanding the expiration of this contract, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 5. Reprisals. No reprisals of any kind shall be taken by the School Board or the School Administration against any employee because of the employee’s participation in this grievance.

ARTICLE XIV – DISCIPLINE AND DISCHARGE

Section 1. Discipline.

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

Subd. 2. Normal Disciplinary Procedure. The normal disciplinary procedure shall be as follows:
1. Oral reprimand  
2. Written reprimand (copy to Union office)  
3. Suspension or Demotion (copy to Union office)  
4. Discharge (copy to Union office)  

This subdivision shall not be interpreted to prevent the Employer from discharging immediately or from changing the above sequence consistent with the severity of the action for which the discipline is being administered or because of the employee's work record.

Subd. 3. Oral Reprimand. Oral reprimand shall be accomplished in a confidential manner.

Subd. 4. Written Reprimand. When any disciplinary action more severe than an oral reprimand is intended, the Employer shall notify the employee in writing of the specific reason(s) for such action, with a copy to the Union office. The School Board or its representative, in recognition of the concept of progressive correction, shall notify the employee of alleged deficiencies, indicate expected correction, and indicate a reasonable period of time for correction.

Section 2. Right to Union Representation.

Subd. 1. Union Present. The employee shall have the right to have Union representation during an investigation that may lead to suspension, demotion, or discharge action.

Subd. 2. Right to Grieve. The Union shall have the right to take up a suspension and/or discharge or demotion as a grievance at Subd. 3. of the grievance procedure through the arbitration step it deemed necessary.

Section 3. Probation. The first six (6) months of employment shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the district and cannot bid on any job posting. Upon the satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the district.
ARTICLE XV – NO STRIKE – NO LOCKOUT

Section 1. The Union and employees covered by this Agreement will not strike pursuant to the provisions of Public Employee Relations Act. In the event any employee violates this article, the Union shall immediately notify them to immediately return to their normal duties. Employees who violate this section may be disciplined, including discharge.

Section 2. The School District will not permit an employer lockout pursuant to the Minnesota Public Employment Labor Relations Act.

ARTICLE XVII – MISCELLANEOUS

Section 1. Uniforms. Each school year the District will purchase each employee up to $300.00 for uniform shirts, pants or work shoes.

Section 2. Boiler License. The District shall pay for the bi-annual renewal of Minnesota State engineers low pressure license and any and all costs to obtaining or upgrading of licensure, up to one (1) test period per license grade, and up to the grade licensure required for the equipment. Employees, who voluntarily separate employment with the District within two (2) years of payment, will have the amount of the payment deducted from their last check.

ARTICLE XVI – DURATION

Section 1. Term and Reopening Negotiations. 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 Act. If either party desires to modify or amend this agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of this agreement.

Section 2. 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.
IN WITNESS WHEREOF, the parties have executed this agreement as follows:

For: Renville County West School District #2890

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Dave Eiynck, Business Representative

Lonny Davis, Steward

Date: 4/20/2018
POSITION DESCRIPTION – HEAD CUSTODIAN

Job Title: Head Custodian  
Department: Environmental Services  
Job Description Updated: 03/20/2014  
FLSA: Non-Exempt  
Reports To: Administration  
Hours: Full time/40 hrs/wk

Position Purpose: The purpose of the Head Custodian is to provide and maintain a safe and healthy environment for students, staff and public. They are responsible for and directly in charge of the operation and maintenance of the buildings of the campus. The Head Custodian is head of the Maintenance Technician and Custodians.

Qualifications:

- Minimum of a high school diploma or equivalent
- Technical degree in related field preferred
- Must be able to read, write, speak and understand the English language
- Strong mechanical aptitude
- Excellent organization and decision making skills
- Knowledge of electrical and mechanical components
- Maintains a positive and effective working relationship with staff, students and the general public
- Ability to work a flexible schedule with evenings and weekends when needed
- Current boiler’s license for low pressure boiler

Working Conditions:

- Pushing, pulling and lifting up to 50 lbs. required
- Frequent bending, squatting, kneeling, standing and walking involved
- Exposure to unpleasant conditions at times
- Irregular work hours may be required at times

Job Duties and Responsibilities:

Every effort has been made to identify the essential functions of this position. However, it in no way states or implies that these are the only duties you will be required to perform. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or is an essential function of the position.

1. Coordinate custodial and maintenance operations of the buildings.
2. Responsible to building Principal.
3. Shall have charge of purchasing custodial supplies and equipment, subject to the approval of the building principal.
4. Perform custodial and maintenance duties.
5. Supervise repairs to buildings and equipment by outside help.
6. Shall plan with the building Principal the maintenance programs needed for buildings and equipment.
7. Organize and turn in all time sheets to payroll.
8. Shall organize and assign work schedules.
9. Do evaluations if required.
10. Other duties may be assigned as needed.
11. This list of duties is not all encompassing. It is meant to be a general outline only.
12. Must have necessary qualifications to operate equipment as required.

Acknowledgment:

I have read this job description and fully understand the requirements set forth therein. I hereby accept the position of Head Custodian and agree to perform the identified essential functions in a safe manner and in accordance with the facility's established procedures.

I further understand that my employment is at-will, and thereby understand that my employment may be terminated at-will either by the organization or I and that such termination can be made with or without notice.

________________________  __________________________
Date                      Head Custodian

________________________  __________________________
Date                      Superintendent

________________________  __________________________
Date                      Principal

________________________  __________________________
Date                      Principal
POSITION DESCRIPTION – MAINTENANCE

Job Title: Maintenance Technician
Department: Environmental Services
Job Description Updated: 07/23/2013

FLSA: Non-Exempt
Reports To: Head Custodian
Hours: Full time/40 hrs/wk

Position Purpose: The primary purpose of this position is to repair, service and maintain all of the units and systems in the facility.

Qualifications:

- Minimum of a high school diploma or equivalent
- Technical degree in related field preferred
- Must be able to read, write, speak and understand the English language
- Strong mechanical aptitude
- Excellent organization and decision making skills
- Knowledge of electrical and mechanical components
- Maintains a positive and effective working relationship with staff, students and the general public
- Ability to work a flexible schedule with evenings and weekends when needed
- Current boiler’s license for low pressure boiler

Working Conditions:

- Pushing, pulling and lifting up to 50 lbs. required
- Frequent bending, squatting, kneeling, standing and walking involved
- Exposure to unpleasant conditions at times
- Irregular work hours may be required at times

Job Duties and Responsibilities:

Every effort has been made to identify the essential functions of this position. However, it in no way states or implies that these are the only duties you will be required to perform. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or is an essential function of the position.

- Regular inspection of all electrical, mechanical and other equipment in the facility
- Detecting any defects and malfunctions and immediately repairing and refurbishing the same
- Complies with the industry standards and safety regulations
- Conducts preventative maintenance as scheduled
- Maintains all records of repairs and maintenance work conducted
- Orders tools and equipment as needed
- Conducts building checks on a rotating schedule
- Assists with janitorial duties as necessary
- All other duties as assigned

Acknowledgment:

I have read this job description and fully understand the requirements set forth therein. I hereby accept the position of Maintenance Technician and agree to perform the identified essential functions in a safe manner and in accordance with the facility's established procedures.

I further understand that my employment is at-will, and thereby understand that my employment may be terminated at-will either by the organization or I and that such termination can be made with or without notice.

__________________________
Date                      Maintenance Technician

__________________________
Date                      Superintendent

__________________________
Date                      Principal

__________________________
Date                      Principal

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POSITION DESCRIPTION – CUSTODIAN

Job Title: Custodian
Department: Environmental Services
Job Description Updated: 08/21/2013
FLSA: Non-exempt
Reports To: Head Custodian
Hours: FT – 40 hrs/week

Position Purpose: The purpose of the custodial staff is to provide and maintain a safe and healthy environment for students, staff and the public.

Qualifications:

- Minimum of a high school diploma or equivalent
- Must be able to read, write, speak and understand the English language
- Must be flexible and able to multi-task
- Strong mechanical aptitude
- Must be self-sufficient and able to work independently
- Strong time management skills
- Current boiler's license for low pressure boiler

Working Conditions:

- Work involves working with a variety of people of all ages and cultures
- Pushing, pulling and lifting up to 30 lbs. when needed
- Sitting for extended periods of time
- Exposed to unpleasant elements at times
- Exposure to a variety of cleaning chemicals

Job Duties and Responsibilities:

Every effort has been made to identify the essential functions of this position. However, it in no way states or implies that these are the only duties you will be required to perform. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or is an essential function of the position.

- Cooperate with and follow the work plans and instructions made by the Head Custodian and Administration
- Help and assist with operations, maintenance and repairs as needed
- Keep building clean and sanitized with public areas being a priority
- Remove trash and unload trucks as needed
- Assist with snow removal as requested
- Other duties as assigned
Acknowledgment:

I have read this job description and fully understand the requirements set forth therein. I hereby accept the position of Custodian and agree to perform the identified essential functions in a safe manner and in accordance with the facility's established procedures.

I further understand that my employment is at-will, and thereby understand that my employment may be terminated at-will either by the organization or I and that such termination can be made with or without notice.

Date Custodian

Date Superintendent

Date Principal

Date Principal
APPENDIX I

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