INDEPENDENT SCHOOL DISTRICT NO. 698
THE FLOODWOOD SCHOOL

and

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 70
BUS DRIVERS/CUSTODIANS

2018-2019 and 2019-2020
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AGREEMENT- INDEPENDENT SCHOOL DISTRICT NO. 698 -
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70

ARTICLE I - RECOGNITION

SECTION 1 - PARTIES
This Agreement is entered into between Independent School District No. 698, Floodwood, Minnesota, hereinafter referred to as the School District, and the Operating Engineers Local No. 70, hereinafter referred to as exclusive representative, 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 all custodians, bus mechanics, bus drivers, maintenance employees and engineers employed by the School District whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding lunch room helpers, supervisory, and confidential employees of the District.

SECTION 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE
In accordance with the P.E.L.R.A., the School District recognizes the International Union of Operating Engineers Local 70, White Bear Lake, Minnesota, as the exclusive representative for all custodians, bus mechanics, bus drivers, maintenance employees and engineers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

SECTION 3 - DESCRIPTION OF APPROPRIATE UNIT
The unit of employees consists of all custodians, bus mechanics, bus drivers, maintenance employees and engineers employed by the School District excluding the following: confidential, supervisory, essential and part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employees bargaining unit, and employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year.

SECTION 4 - TERMS AND CONDITIONS OF EMPLOYMENT
The term, “terms and conditions of employment,” means the hours of employment, the compensation therefor 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 the P.E.L.R.A.

SECTION 5
In carrying out the terms set forth in this Agreement, there shall be no discrimination exercised against any employee because of his/her union membership or because of race, creed, sex, color, religious or political belief.

ARTICLE II - SENIORITY

SECTION 1
All employees covered by this Agreement shall be granted seniority standing.

An employee shall be on probation from the date he/she is hired until the expiration of a) six (6) months, or b) until the expiration of the school year in which he/she is hired plus two weeks, whichever shall be the longer period.

During a probationary period, an employee may be discharged without cause and without said discharge causing a breach of the Agreement or constituting a grievance. Although the employee shall be entitled to a hearing under the provisions of Article IV, Section 2, hereof, the reasons for discontinuance of employment need be of less gravity than in the case of a regular employee; it being sufficient to sustain such discharge, for example, that in the good faith judgment of the supervisor such employee’s performance was unsatisfactory.

SECTION 2 - ESTABLISHMENT OF SENIORITY
Seniority shall be determined upon the basis of date of original hiring unless intervening service is terminated under this section. Seniority shall be considered broken when an employee:

a) Voluntarily resigns from employment.

b) Is discharged for cause.
c) Fails to return to work at the time specified by the District.

d) Is laid off for longer than one year.

e) Is absent because of illness or compensable injury for eighteen months.

f) Is terminated as a probationary employee.

SECTION 3
In cases of reduction in the work force or the elimination of positions, a senior employee will be given seniority preference over the junior employee in any classification of work, provided he/she has the necessary qualifications to perform the duties of the job involved. The Board reserves the right to make the judgment on individual qualifications. Considerations shall include but not be limited to personal as well as license qualifications.

Employees shall be rehired according to seniority in the inverse order of layoff.

Seniority shall apply throughout the unit as defined in Article I, Section 1, and shall not be divided into seniority by classification. In the event the part-time custodian shall become a full time employee, seniority shall prevail in shift assignment, with mutual agreement between the District and the employees.

SECTION 4
In case of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing. A temporary vacancy is defined as a vacancy lasting no more than 30 consecutive days. Notice of all vacancies and newly created positions shall be posted on the employees’ bulletin boards for a period of two (2) weeks, during which time employees may make written application to the District to fill a vacancy or newly created position.

In the event said vacancy has a higher rate or lower rate of pay, the employee filling such a vacancy shall receive the higher rate of pay. In the event said vacancy has a lower rate of pay the employee shall receive their current rate of pay.

The senior employee making application shall be transferred to fill the vacancy or new position provided he/she has the qualifications to perform the duties of the job involved.

An employee who has filled a temporary vacancy shall have the right to return to his/her former position.

The School District shall make the determination as to whether or not the applicant possesses necessary qualifications. In the event it be determined that the applicant does not possess the necessary qualifications, the applicant shall not be denied the right to return to his/her former position and shall not be denied the right to make application for any other posting. In the event the Union does not concur in the determination, the applicant shall have the right to appeal through the grievance procedure.

SECTION 5
The seniority of an employee shall not be broken because of illness or temporary lay off, nor by reason of leave of absence if the employee returns to work at the expiration of his/her leave.

In the event the employee shall be continuously absent for a period of one year because of illness, such absence shall constitute cause for discharge of the employee.

In the event an employee shall be absent because of illness or injury, the School District may require that the employee undergo a physical examination to determine whether or not he/she possess the necessary health, strength and agility to perform the duties of his/her employment, and if on the basis of such physical examination the Board shall determine that the employee lacks the requisite health, strength or agility to perform the duties of his/her position, the School District may demote the employee to some other position for which he/she is qualified, or, in the event no such position be open for which the employee will qualify on a seniority basis, lay off such employee. The employee will have the opportunity to accept any position, for which he/she is qualified, for up to eighteen (18) months after the lay off date.

ARTICLE III – GRIEVANCE PROCEDURE

SECTION 1 - GRIEVANCE DEFINITION
A “grievance” shall mean a dispute or disagreement between a bargaining unit member and the school district as to the interpretation or application of terms and conditions contained in this Agreement.
SECTION 2 - DEFINITIONS AND INTERPRETATIONS
Subd. 1 - Extension: Time limits specified in this Agreement may be extended by mutual agreement. All time limits shall be strictly adhered to by the parties.

Subd. 2 - Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined by 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, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, 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 3 - TIME LIMITATION AND WAIVER
Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's Superintendent, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) working days after the date of the first date of the first event that gave rise to the grievance. Failure to immediately file any grievance within such time periods will be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver by the grievant.

SECTION 4 - ADJUSTMENTS TO GRIEVANCES
The Board of Education and the grievant shall attempt to adjust all grievances which may arise in the following manner:

Subd. 1 - Representation: 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. A representative of the Union shall have the right to accompany the employee at all times that such representative takes part in the discussion or adjustment of grievances.

Subd. 2 - Informal Adjustment: Next, the employee shall make known to his/her immediate supervisor, or the Board shall make known to the employee through a supervisor, in writing, the subject of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District’s designee.

Subd. 3 - Step 1: If the grievance is not informally resolved, disposition of the grievance by written decision of the immediate supervisor of the employee shall be made within five (5) working days after receiving notice of the grievance.

Subd. 4 - Step 2: If the employee or the Board is dissatisfied with the disposition made by the supervisor, the aggrieved party shall notify the other within five (5) days of the dated decision described in Step 1 above by a notice of appeal. Such notice of appeal shall be applicable for both the School District and employees.

In the event the notice of appeal is filed, a meeting shall be held not more than seven (7) work days subsequent to the notice of appeal, between the employee, the Union and the superintendent for the purpose of adjusting such grievance.

Subd. 5 - Step 3: If no settlement is reached in Step 2, the superintendent and the School Board shall meet with the employee and the union at the next regularly scheduled meeting of the Board to discuss the matter in an attempt to settle it. The decision of the Board shall be submitted in writing to the employee and the union not later than one (1) week after the holding of such meeting.

SECTION 5 - ARBITRATION PROCEDURES
In the event that the union and the School District 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 and signed by the grievant or steward. Such a request must be filed in the office of the superintendent within ten (10) working days following the decision in Step 3 of the grievance procedure.

Subd. 2 - Prior Procedure Required: No grievance shall be considered by an arbitrator unless it has been first duly processed in accordance with the grievance procedure and appeal provisions. A grievance that has not been duly processed shall be
deemed to have been waived.

Subd. 3 - Selection of Arbitrator: Upon the proper submission of a grievance, the parties shall, within ten (10) working 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 Bureau of Mediation Services to appoint an arbitrator. Such a request of the B.M.S. must be made within twenty (20) working days after the request for arbitration. Failure to timely request the list of arbitrators shall be deemed to be a waiver of the grievance.

Subd. 4 - Hearing: The grievance shall be heard by a single arbitrator. Either party may be represented by any person that he/she/it may choose. The parties shall have the right to submit evidence, offer testimony, and make oral or written arguments relating only to the issues before the arbitrator as defined by the statement of the grievance. The proceeding before the arbitrator shall be a new hearing.

Subd. 5 - Decision: Decisions by the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decision as provided by law.

The arbitrator shall not have the right in the course of arbitration to decide matters not submitted to arbitration, and the arbitrator shall not have the right to add to, amend, delete or modify the terms of this Agreement, but only to interpret the Agreement as written to the situation before the arbitrator. The arbitrator shall be bound by and must comply with all of the terms of this Agreement. In considering any issue in dispute, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surround the financing of such operations.

Subd. 6 - Expenses: Each party shall bear its own expenses in connection with arbitration, except that the parties shall share equally the fees and expenses of the arbitrator and any other expenses which the parties mutually agree might be necessary.

ARTICLE IV – SUSPENSION 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).

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 period for time, from sixty to ninety days, for correction.

Subd. 5 - Immediate Dismissal: An employee may be dismissed immediately for the following reasons:

1. Dishonesty.
2. Drinking or being intoxicated on the job.
3. Immoral conduct which affects the ability to work effectively in the School District or which endangers individuals in the school setting.
4. Clear insubordination.

SECTION 2 - RIGHT TO UNION REPRESENTATION
Subd. 1 - Union Present:
The employee, at the employee’s request, shall have the right to have Union representation during an investigation that may lead to suspension, demotion, or discharge action.

SECTION 3 - SUSPENSION
An employee may be temporarily suspended for just cause. In the event the superintendent or supervisor of an employee deems
the matter at issue one involving the safety of individuals or the protection of property, such suspension may commence forthwith upon notice given the employee, which notice may be verbal. In all other cases, suspension shall be effective at such time as may be stated in the notice given the employee. In any event, an employee is entitled to a written notice of suspension, and such notice shall also state the reasons for such suspension. A copy of such notice shall be mailed to the Union.

If the employee feels that he/she has been suspended without just cause, or that the duration of suspension is unwarranted in view of provocation, the employee shall have a right of appeal.

Such right of appeal may be exercised by the employee at any time within ten (10) days after the delivery to him/her of the written notice of suspension and the reasons therefor. If the employee cannot conveniently be personally served with written notice of suspension and the reason therefor, such right of appeal may be exercised at any time within twelve (12) days after the mailing to the employee at his/her place of usual abode last known to the administration of the notice setting forth the fact of the employee’s suspension and the reasons therefor.

Within such ten-day period -- or twelve-day period in the case of mailing -- the employee may demand a hearing before the School Board and their representatives at its next regularly scheduled meeting on the issues of his/her suspension and the duration thereof. At such hearing, the employee is entitled to be represented by counsel, and if he/she wishes, he/she may also be represented by the Union. The employee is entitled to be present throughout such hearing, unless his/her presence during the course of said hearing shall be inexcusably disruptive to the point where the hearing cannot be conducted in an orderly fashion with the employee present, in which case he/she may be excluded from the hearing.

The Board shall decide the issue of the suspension of the employee and the duration thereof solely on the basis of the evidence presented at such hearing.

On review of such disciplinary action, the Board may:
   a) Sustain the decision to suspend and the duration thereof;
   b) Sustain the suspension of the employee but shorten the period of such suspension;
   c) Order the employee reinstated without restoration of lost pay, or
   d) Order the employee restored to duty with compensation awarded him/her for some or all of the period of suspension.

In the event that the Board shall determine that the suspension was unwarranted, it must, in light of such decision, order the employee restored to duty with compensation for the full period of the suspension, less the amount which the employee earned or reasonably should have earned in mitigation of damages.

SECTION 4 - DISCHARGE
An employee shall be discharged only for just cause. An employee may be suspended under Section 1 of this article pending the hearing provided with regard to the proposed discharging of the employee. An employee shall be notified in writing of his/her discharge from employment and of the reasons for this action. A copy of such notice shall be mailed to the union.

If the employee feels that he/she has been discharged without a just cause, or that a discharge is too severe a step in view of provocation, the employee shall have a right of appeal.

Such right of appeal may be exercised by the employee at any time within ten (10) days after the delivery to him/her of the written notice of discharge and the reasons therefor. If the employee cannot conveniently be personally served with written notice of discharge and the reason therefor, such right of appeal may be exercised at any time within twelve (12) days after the mailing to the employee at his/her place of usual abode last known to the administration of the notice setting forth the fact of the employee’s discharge and the reasons therefor.

Within such ten-day period -- or twelve-day period in the case of mailing -- the employee may demand a hearing before the School Board at its next regularly scheduled meeting on the issues of his/her discharge and the duration thereof. At such hearing the employee is entitled to be represented by counsel, and if he/she wishes, he/she may also be represented by the Union. The employee is entitled to be present throughout such hearing, unless his/her presence during the course of such hearing shall be inexcusably disruptive to the point where the hearing cannot be conducted in an orderly fashion with the employee present, in which case he/she may be excused from the hearing.

The Board shall decide the issue of the discharge of the employee solely on the basis of the evidence presented at such hearing.
On review of such disciplinary action the Board may:
   a) Sustain the decision to discharge the employee;
   b) Sustain the issue of disciplinary action but change the remedy to one of suspension rather than discharge and determine the period for such suspension;
   c) Order the employee reinstated without restoration of some or all lost pay, or
   d) Order the employee restored to duty with compensation awarded him/her for lost pay.

In the event that the Board shall determine that discharge or suspension of the employee was unwarranted, it must, in the light of such decision, order the employee restored to duty with compensation for the full period of lost time, less the amount which the employee earned or reasonably should have earned in mitigation of damages.

**ARTICLE V – RIGHTS OF MANAGEMENT**

**SECTION 1**
The overall direction and supervision of the operation of the working forces are vested in the School District. The introduction of new and more efficient methods of operation, the improvement of existing methods of operation, and the control and regulation of the use of all equipment and other property of the School District are the exclusive functions of the School District.

**SECTION 2 - INHERENT MANAGERIAL RIGHTS**
The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**SECTION 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.

**ARTICLE VI – GENERAL PROVISIONS**

**SECTION 1**
The Board agrees to permit a representative of the Union to appear at all negotiations or grievance meetings or hearings with or before the appropriate administrator or the School Board. If such representative of the Union is scheduled to work during the time of such negotiation or grievance meeting, he/she shall be permitted to attend the meeting provided his/her absence from work will not interfere with the efficient operation of the District plant and program, there being no requirement under this section that grievance hearings be held during working hours.

**SECTION 2**
Representatives of the Union shall have access to the premises of the School District to investigate grievances and other problems concerning the employee, provided the School District is given notice of such visits and such visits are conducted in a manner so as not to interfere unduly with work schedules.

**SECTION 3**
The general conditions of employment now in effect shall be continued subsequent to the promulgation of this Agreement, except as modified herein.

**SECTION 4**
Two (2) weeks’ written notice of intention to terminate employment shall be given to the District by an employee quitting his/her job. If an employee fails to give such notice, he/she shall forfeit all benefits conferred upon him/her under the provisions of this Agreement.

When a termination/resignation/retirement notice has been presented to the District, the District will post notice of the vacancy.

**SECTION 5**
If an employee is summoned for jury duty or subpoenaed as a witness in a judicial proceeding, he/she shall receive the difference between his/her regular pay and the compensation given him/her as juror or witness during the period of time he/she is compelled
to be present in court as juror or witness, except when the subpoena is the result of an action brought by the bargaining unit.

Compensation from this Section shall only be the amount normally received for the employee's time and not include mileage or per diem in calculating the difference.

SECTION 6
The School District agrees to deduct uniform fair share fees from the employees' salaries and remit same to the Union promptly. All employees are required to pay fair share fees in lieu of union dues in an amount to be determined by the Union, in accordance with the P.E.L.R.A., after having been employed thirty-one (31) days.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

SECTION 7
The exclusive representative shall be allowed dues check-off for its members. 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 during the period provided in said authorization and remit same to the union promptly.

ARTICLE VII - LEAVES

All employees shall be granted fifteen (15) days of sick leave per year effective July 1 of each year. All employees shall be granted two (2) personal days of leave per year. These days shall be based on the employee’s normal workday.

SECTION 1
Subd. 1
Sick leave with pay shall be allowed by the School District whenever the employee’s absence is due to illness of the employee, illness of a family member, or to attend the funeral of a family member.

Subd. 2
Unused sick leave shall accrue to 150 days.

Subd. 3
In the event of prolonged or excessive use of leave, the District may require the employee to provide documentation of the nature of the absence. This documentation shall be furnished by a physician or medical practitioner.

Subd. 4
Sick leave shall be deducted from the accrued leave days earned by the employee.

Subd. 5
Each employee will receive annual verification of accumulated sick leave by September 15 of each year.

Subd. 6
Any employee who uses none of the fifteen (15) days of sick leave per year shall be compensated for four (4) days at the substitute rate for the employee’s respective job classification. This payment shall be made on the June 30th payroll.

SECTION 2
The final determination as to the eligibility of an employee for leave is reserved to the School District, such decision subject to the grievance procedure.

SECTION 3 - UNUSED LEAVE FOR RETIRING EMPLOYEES
The School District agrees to permit retired employees to be continued on the existing hospitalization and medical insurance program, providing that 1) they have worked for the School District at least ten (10) years immediately previous to retirement, and 2) they qualify for retirement under the rules and regulations of the PERA retirement plan. Any employee accumulating up to 140 days of unused leave time shall have credit to his/her account for the payment, upon retirement, of hospital and medical insurance premiums, in an amount equal to the number of days of accumulated leave time (not exceeding 140 days) times his/her average daily earnings during the last payroll period prior to retirement.
Provisions of this section are limited by M. S. 123B.02, Subd 16: INSURANCE PREMIUMS FOR RETIRED PERSONNEL. The school board of any independent school district may expend funds to pay premiums on hospitalization and major medical insurance coverage for officers and employees who retire prior to Medicare eligibility. Such premiums shall only be paid when an employee reaches Medicare eligibility, the balance may be used to pay a Medicare supplement or other medical insurance premiums until the fund is exhausted. If the employee passes on and funds are left in their name, the balance shall be paid to their surviving spouse or estate.

SECTION 4 - SEVERANCE PAY FOR RETIRING EMPLOYEES
Employees who have completed at least ten (10) years of employment and retire shall be compensated for one-half of their accumulated sick leave at the time of separation.

SECTION 5 - PERSONAL LEAVE
Subd. 1
An employee shall be granted a leave two (2) days per year for situations that arise requiring the employee’s personal attention which cannot be attended to when school is not in session. The days shall be based on the employee’s normal working day. An employee shall be granted an additional one (1) day per year (for a total of three (3) per year) after ten (10) years of continuous service. Personal leave may accumulate up to seven (7) days.

Subd. 2
Requests for personal leave must be made in writing to the superintendent at least three (3) days in advance, except in the event of emergencies. The School District reserves the right to refuse to grant such leave if more than 3 employees should request such leave for any given day. All leaves must have prior notification. These days shall be based on the employee’s normal workday. Requests must be made to the superintendent at least three (3) days in advance except in the event of emergencies.

Subd. 3
Personal leave will be granted on a seniority basis in the event that more than 3 employees should request such leave and it is necessary to deny such leave request(s).

ARTICLE VIII – LEAVE OF ABSENCE

SECTION 1
In the case of a death in the immediate family/step family of an employee, the employee shall be entitled to three (3) days’ leave of absence which may be charged as bereavement leave. Any additional days of absence from work must be taken as uncompensated leave of absence granted only by permission of the superintendent or designee. Immediate family shall be defined as child, spouse, parent, parent-in-law, grandparent, grandchild, brother, sister, brother-in-law or sister-in-law.

Employee shall receive one (1) day off to be a pallbearer or to attend the funeral for someone other than an immediate family member and such day shall be deducted from sick leave.

SECTION 2
As a general policy, if an employee is presented with a family or other emergency, and if his/her work can be rescheduled or done by others without disruption of school schedules, the superintendent is authorized to consider granting a leave of absence to an employee upon request for such consideration. Unless arising from an emergency situation, in which case a telephone request for leave of absence will be considered adequate, requests for leave of absence shall be in writing and submitted in advance to the superintendent.

SECTION 3
The granting of a request for a leave of absence for the convenience of an employee is a matter resting in the discretion of the Board. Request for such leave shall be submitted in writing stating the length of leave requested and the reason for making such a request.

SECTION 4 - LEAVES WITHOUT PAY
Leaves without pay are to be requested in emergency situations or in extreme situations and must have prior approval of the date the leave is being requested when possible, or validated upon return to work.

SECTION 5 - CHILD CARE LEAVE
In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any
event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for child care leave.

ARTICLE IX - HOLIDAYS

SECTION 1
Employees shall be granted holidays in accordance with the school calendar approved by the Board. To be eligible for a paid holiday, an employee must perform his/her scheduled duties on his/her working day next prior to and on his/her working day next succeeding the holiday, or the employee has been on an excused absence the day before or after the holiday as determined by the School District or its designee. Part-time employees shall be paid for holidays based upon the percentage of their full-time equivalency/FTE.

The following holidays will be observed:

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<td>Labor Day</td>
<td>New Years' Day</td>
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<td>Thanksgiving Day</td>
<td>Presidents' Day</td>
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<td>Day after Thanksgiving Day</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Christmas Eve Day</td>
<td>Easter Monday</td>
</tr>
<tr>
<td></td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>

SECTION 2
When a holiday falls on an employee's scheduled day off during the work week (Monday through Friday), or during his/her vacation period, he/she shall receive an additional day of paid vacation.

SECTION 3
Holidays which fall on Saturday shall be granted on Friday, and those which fall on Sunday shall be granted on Monday.

SECTION 4
If school must be scheduled on a holiday listed in this Agreement, all employees covered by this Agreement shall be granted a floating holiday for the holiday worked.

ARTICLE X – PAID VACATIONS

SECTION 1
All full-time, twelve (12) month employees shall receive ten (10) working days annual vacation after one (1) year of continuous service. If a full-time, twelve (12) month employee shall have worked more than six (6) months but less than one (1) year, he/she will be entitled to five (5) working days vacation. Part-time employees, including the part-time custodian and the bus mechanic, shall receive vacation days based upon the percentage of their assignment.

SECTION 2
All full-time, twelve (12) month employees shall receive fifteen (15) working days annual vacation after five (5) years of continuous service, twenty (20) working days annual vacation after twelve (12) years of continuous service and twenty-five (25) working days annual vacation after twenty (20) years of continuous service. Part-time employees shall receive vacation days based upon the percentage of their assignment.

SECTION 3
July 1 will be used to calculate vacation. For the first year employee, vacation will be prorated from the date of hire to the following July 1.

Should a part-time employee secure a full-time position the employee would be allowed to bring forward all accrued vacation at the origin of their employment in the full-time position.

SECTION 4
In determining vacation periods, both the wishes of the employees and the needs of the School District shall be considered, it being understood that the rights of senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees. Vacation time may be split into units of no less than one (1) day, provided this is agreeable to the School District. Vacations may be taken any time during the year with prior written approval from the superintendent. Response to vacation requests must be given within 5 days, or the employee will assume the request is approved.

Pro-rata vacation shall be granted upon termination of employment by reason of resignation, lay off, retirement or death. Such employee or his/her estate shall be paid for all unused vacation.

SECTION 5
Accrued vacation time must be taken within a 14 month period (by August 31) after the current contract year in which it was earned.

SECTION 6
Employer shall notify employees of their accrued vacation no later than April 15th each year.

ARTICLE XI – HOSPITALIZATION AND RELATED FRINGE BENEFITS

SECTION 1 - HEALTH AND HOSPITALIZATION INSURANCE COVERAGE
The School District shall contribute the amount of $516.00 per month towards coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Employees who qualify may select either single or family coverage. Coverages for hospitalization and health insurance shall be determined by letter of agreement between the District employees and the School District on an annual basis. Part-time employees shall receive coverage paid by the District at a rate equal to the percentage of their assignment. Any cost for coverage above this amount shall be paid by the employee. The portion paid by the District shall include single or family coverage.

SECTION 2 - 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 3 - DURATION OF INSURANCE CONTRIBUTION
An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all District contribution shall cease.

SECTION 4 - SELECTION OF CARRIER
The selection of the insurance carrier and policy shall be made by the School District as provided by law.

SECTION 5
Any employee electing to waive the insurance coverage offered by the District shall be offered one-half of the District’s contribution of the premium cost for family coverage, as a cash payment to be paid consistent with Article XII. Any employee hired after ratification of this contract (2013-2015) shall not be eligible for this benefit. Any employee who selects this option will be allowed back into the District plan in accordance with the guidelines set forth in the District policy. The criteria for re-entering include these qualifying events: change in marital status, birth of a child, loss of coverage through layoff, or other events defined in the policy. Employees who choose to re-enter the coverage for reasons other than those identified as qualifying events, will be required to take a physical before re-entry. Notification will not be necessary unless there is a change in status. Such notification shall be in writing to the superintendent. New employees shall receive on their first day of employment all benefit information and sign off they received it and shall have twenty (20) days to get all information of their intentions as for such benefits back to the Superintendent. For the first year of this Agreement, employees will be required to notify the superintendent within two (2) weeks of their desire to waive insurance upon ratification of this Agreement.

ARTICLE XII – PAYMENT OF WAGES

SECTION 1
Wages shall be computed on an annual basis and shall be paid biweekly. The District shall offer, at no cost to the employee, direct deposit to the financial institution of the employee’s choice. The employee must inform the payroll clerk in writing of this choice prior to the first payroll of the school year. No further notification is required after the first year unless there is a change intended.

SECTION 2
Employees shall have an option to be paid on either 21 payment or 26 payment basis. Written notice must be given to the District prior to July 1, of each year.

**ARTICLE XIII – HOURS OF WORK**

**SECTION 1**
The normal work week shall consist of five (5) consecutive eight (8) hour work days combining to a forty (40) hour work week. The work day shall consist of eight (8) hours or may be varied by mutual consent. The lunch break, not considered part of the work day, shall be one-half (1/2) hour. Coffee breaks may be taken on the employer’s time when such breaks may be enjoyed without undue interruption of service. In any event, coffee breaks shall not be taken until after two (2) hours of work and shall not exceed thirty (30) minutes per eight (8) hour shift from the time work is stopped until the time work is resumed. Any full-time employee required to work a split shift will be paid two (2) hours of call-out time in addition to his/her regular work day. Employees shall be required to punch out only if they have the premises on their break time.

**SECTION 2**
The work week shall begin on Monday when school is in session. The individual work day may begin at such times as best serves the needs of the School District.

**SECTION 3 - BOILER/BUILDING CHECKS**
Any employee required to complete boiler/building checks will be paid for the actual time spent working in the building. The boiler/building check includes, but is not limited to, checking the boilers, the mechanical equipment and the doors. Any full-time employee required to complete boiler/building checks will be paid a two hour minimum at time and one-half rates in addition to the regular 40-hour week. Part-time employees will be paid a minimum of two hours at their regular rate for each boiler/building check and at time and one-half rates after 40 hours have been completed. Boiler/building checks will be assigned among qualified personnel. A work report shall be filled out for each boiler/building check. Boiler checks required of unit employees will be rotated among qualified personnel.

**SECTION 4**
Hours worked in excess of the eight (8) hour day or forty (40) hour week and not covered by this Agreement shall be paid for at the time and one-half rate. For supervisory type of activities, i.e., basketball tournaments, outside group activities or meetings, the District shall retain the right to call in subs, part-time custodians, or regular custodial staff.

Substitute custodians will not be called to avoid paying overtime for regular custodial duties such as, but not limited to, stripping and waxing, carpet shampooing, etc.

**SECTION 5**
A full-time employee is considered to be a person who works forty (40) hours per week for the school year or calendar year.

**SECTION 6**
All employees covered by this Agreement may, at their option, choose compensatory time at 1.5 times hours worked in lieu of overtime compensation up to a maximum of forty (40) hours total accumulation.

In order for compensatory time to be used, the following procedure must be followed:

1. Application in writing must be made 3 working days in advance.
2. Request must be approved by the superintendent or his/her designee.
3. Compensatory time must be used prior to September 1st of each year.
   Payment for unused compensatory time shall be paid at the current Agreement rate for all hours on the last payday of September. Employees are encouraged to take comp time prior to the end of the fiscal year.

**SECTION 7**
Regular schedule shifts shall be rotated among regular, permanent, full-time employees unless the permanent, full-time employee would request a later/flexible shift.

**ARTICLE XIV – JOB CLASSIFICATION**
These classifications apply only to employees who are members of Local 70. Any employees outside of Local 70 have no claim to these provisions.
SECTION 1
Employees in this unit shall be classified as follows:

General Employees: These individuals shall perform services as engineers, custodians and bus drivers, as directed.

Custodian: These individuals perform duties such as routine cleaning, minor maintenance, within the building and grounds.

The District will fill the hours with an outside candidate. Any substitute daily custodian who does not hold a regular scheduled position shall not be eligible to gain seniority nor be entitled to sick leave, personal leave, or insurance benefits.

SECTION 2 - SUBSTITUTE CUSTODIAN
Subd. 1 - Rotation
Daily substitute custodians shall be called from a pool of qualified candidates who express an interest and aptitude for this work. Members of the Local 70 shall be given first priority for hours or work on non-student days, such as summer vacations, holiday breaks, workshop days. If no unit member expresses an interest, an out of bargaining unit substitute may be hired. Bus drivers not wanting to be called for substitute custodial work shall sign his/her name to a list the first week of each new school year stating they do not want to be called for substitute custodial work. All other bus drivers will be placed on the list in order of seniority. Employees will be called on a rotating basis.

Subd. 2
No current substitute has the first right to a new position, but he/she will be assured of consideration for any position he/she is qualified to hold.

ARTICLE XV - TRANSPORTATION

Section 1: Elimination of Bus Driver and Bus Mechanic Positions
All bus drivers and bus mechanic positions are eliminated effective June 30, 2018. All employees holding bus driver and bus mechanic positions as of June 30, 2018, are terminated effective as of that date and have no right to recall or reinstatement. The Union agrees that all duties performed by the bus driver and bus mechanic positions prior to that date may be performed by an outside vendor effective July 1, 2018.

Section 2: Reinstatement of Employees
The School District and Union agree that if at some point in the future, the positions of bus drivers and/or bus mechanics, within the appropriate unit, as set forth in the applicable certification of the Commissioner of the Bureau Mediation Services, are reinstated by the School District as School District employees, said employees shall immediately become part of the bargaining unit.

Section 3: Additional Language Upon Reinstatement:
The School District and the Union agree that the Collective Bargaining Agreement between the parties for the period of July 1, 2015 – June 30, 2018 contained language specifically related to bus drivers and bus mechanics previously employed by the School District. If, at any point, the School District reinstates the position of bus driver and/or bus mechanic as a School District employee pursuant to Section 2 of this Article, all such language, except language regarding salary or wages, in effect as of June 30, 2018, applicable to the reinstated position will apply to the reinstated position until such time as the parties negotiate a successor agreement. The School District and the Union further agree that, if the School District reinstates the position of bus driver and/or bus mechanic as a School District employee pursuant to Section 2 of this Article, they will negotiate the wages to be paid such position in accordance with the P.E.L.R.A.
ARTICLE XVI – WAGES

The School Board establishes the following rates for the following positions:

<table>
<thead>
<tr>
<th></th>
<th>2018-2019</th>
<th>2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Employee- Custodian:</td>
<td>$39,758.81</td>
<td>$40,156.40</td>
</tr>
</tbody>
</table>

Longevity Stipend-Custodian:
The stipend payment shall be paid once per year, in one installment on June 30th upon completion of the 16th-19th year at the rate of $250 per year; and upon completion of the 20th year and beyond at the rate of $500 per year.

Stipend for Licensure/Assignment/Year:
   Chief Engineer, Grade C: $1,000
   First Class Engineer, Grade C: $ 750
   Second Class Engineer, Grade C: $ 500
   Special Class Engineer-Required
   Mechanic Tool Allowance $250 Max
   (Stipend to be paid per payroll policy.)

Shift Differential for Custodial Staff: A shift differential of $1.00 per hour shall be paid for a typical afternoon shift until 6:00 a.m.

New employees hired as custodians shall be paid as follows:
   0 to 6 months 85% of base rate
   6 to 12 months 90% of base rate
   12 to 18 months 94% of base rate
   18 to 24 months 97% of base rate
   24 months 100% of base rate

Part-time custodians shall be paid upon the salary schedule based upon the assignment and the percentage of a full-time equivalent.

The School District agrees to pay the cost of the boiler license renewal upon proof of renewed license.

ARTICLE XVII – TEMPORARY COMPENSATION

Pursuant to Minnesota Statute Chapter 176, an employee injured on the job in the service of the School District and collecting workers compensation insurance may draw sick leave and receive full salary from the School District. The salary shall be 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.

ARTICLE XVIII – CHANGES

SECTION 1
This Agreement shall remain in full force and effect for the period commencing on the date of its execution through June 30, 2018, and thereafter as provided by the P.E.L.R.A. 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 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

SECTION 2
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 effect any other provisions of this Agreement or the application of any provision thereof.
Adopted by the School Board of Independent School District No. 698 at a special meeting of the Board duly called and held on the 21st day of May, 2018.

FLOODWOOD SCHOOL
INDEPENDENT SCHOOL DISTRICT NO. 698

Chairperson

Clerk

Superintendent

Date 5-21-18

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

John Hane, Business Representative

Linda Mason, Bus Driver Steward

John Belden, Custodian Steward

Date 5-22-18

School Board Representative

Local 70 Representative

Date 5-21-18

Date 4-1-2018