AGREEMENT

between

NORTHEAST METRO 916
Intermediate School District
White Bear Lake, Minnesota  55110

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 70

Governing
Terms and Conditions of Employment for
Custodial/Maintenance/Engineer Employees

Effective
July 1, 2017 - June 30, 2019
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ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Northeast Metropolitan Intermediate School District 916, White Bear Lake, Minnesota, (hereinafter referred to as the School Board or District) and the International Union of Operating Engineers, Local No. 70, (hereinafter referred to as the 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 custodial and maintenance employees during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the International Union of Operating Engineers, Local No. 70, as the exclusive representative for custodial/maintenance/engineer employees employed by the School Board of Northeast Metropolitan Intermediate School District 916, 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 2. Appropriate Unit: The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits (except retirement contributions or benefits). Any employee who is subject to the provisions of this Agreement shall be entitled to benefits from the date of employment as defined in Article III, Section 2 and as defined in Article II, Section 2.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all employees employed by the Board in the following classifications: all custodial/maintenance/engineer employees, all grounds-keeping maintenance employees, shipping-receiving-dock employees, laundry employees, security employees, and all school bus drivers employed on a full-time basis, but excluding the following: confidential employees, supervisory employees, essential employees, part time employees whose service does not exceed 14 hours per week,
and employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days.

Section 3. Definitions of School Board and District: Any reference to the School Board or District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Definitions of Employees:

Subd. 1. Full-Time Employee: A full-time employee is defined as an employee who has been approved by the School Board for annual employment on a 40 hour per week basis.

Subd. 2. Part-Time Employee: A part-time employee is defined as an employee who has been approved by the School Board for employment on a less than 40 hour per week basis, but who will be in a regular position designed to be of nine (9) months or more duration. Part-time employees will be eligible for fringe benefits based on a pro-rata basis provided that they are employed at least 20 hours per week.

Subd. 3. Temporary Employees: A temporary employee is defined as a short term employee employed for seasonal or specialized assignments not in excess of 67 days per contract year. Said position(s) need not be Board approved. Temporary employees shall only be eligible to receive compensation as defined in Article VII, Section 4.

Subd. 4. Student Employee: Students may be employed on a temporary basis after all members of this unit on unrequested leave have been extended the opportunity for employment in accordance with Article XIII, Section 4. Such number of students employed at any one time shall not exceed ten (10), as long as they remain enrolled in one of the District instructional programs on a full-time basis and for no longer than 20 hours per week per student. Work study and CETA students are excluded from the above restrictions. Student employees are eligible to receive compensation as defined in Article VII, Section 4.

Subd. 5. Lead Employee: The employee designated for responsibilities to give and supervise directions of the supervisor to other employees on a shift and report the results of work accomplished and not accomplished to the supervisor.

Section 5. Definitions of Classifications:

Subd. 1. Custodian: The Custodian classification is defined as any non-licensed personnel working in this unit.
Subd. 2. Custodial Maintenance: The Custodial Maintenance classification is defined as any employee holding a Second Class C Boiler License. This classification also includes any employee holding a Special License for a 13-month period while the employee is working towards the Second Class C Licensure.

Subd. 3. Engineer: The Engineer classification includes any employee holding a First Class C Boiler license or a Chief Engineer License.

Section 6. Premium Pay: Premium pay includes base pay for the shift and the applicable overtime, call-back, or holiday rate in effect for time and date worked.

Section 7. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which includes functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and all management rights. Management functions not expressly delegated in this Agreement are reserved to the School Board.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any
matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: The School Board recognizes the right of employees to form and join labor or employee organizations.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to 179A.01 to 179A.21 of the P.E.L.R.A. Upon receipt of the properly executed authorization card of the employee involved, the 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 organization. Deductions shall be made each month and transmitted to the designated organizations together with a list of names of the employees from whom deductions were made.

Section 4. Fair Share Fee: Upon written request of the exclusive representative, the School District shall deduct a fair share fee, as determined by the exclusive representative, from the pay of any employee who is not a member of the exclusive representative in good standing, or who does not make application for membership within thirty (30) days from the date of employment. Deductions shall be made within thirty (30) days following receipt of the request.

Section 5. Meet and Confer: A meet and confer committee comprised of members of the negotiating committees will meet at least once annually for the purpose of reviewing the administration and implementation of this contract and policies and procedures which affect it. By mutual agreement, the parties can cancel, reschedule, or establish other review meetings.

Section 6. Retirement: Employees shall be under the provisions of the Minnesota Public Employees Retirement Association.

ARTICLE VI
HOURS OF SERVICE

Section 1. Full-Time Employees:

Subd. 1. Work Week: A regular work week shall consist of five (5) consecutive scheduled calendar days of the work week at eight (8) consecutive scheduled hours per day. The first day of the work week is considered as the day following the two (2) day break in the employee's normal work schedule.
Subd. 2. Modifications in Length of School Day: In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, but with the understanding that the total number of weekly hours shall not be changed, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week.

Section 2. Part-time Employees: The District reserves the right to employ such part-time employees as deemed necessary and desirable, consistent with the provisions of this agreement.

Section 3. Starting Times: Starting times shall be determined by the District.

Section 4. Break Times: Employees shall be entitled to a total of 30 minutes break time during the regular eight (8) hour work day. The lunch period shall be scheduled for 30 minutes in the middle of the shift or when plant operations normally permit. The break time can be distributed according to shift needs. Except for unusual circumstances, 15 minutes shall be scheduled two (2) hours after beginning of the shift and 15 minutes scheduled two (2) hours after the 30 minute lunch break. When facilities are available, coffee may be consumed throughout the day in the maintenance work area. In such cases, time utilized for this purpose shall not be considered part of the break time allowed. Employees will not leave the building assigned for breaks or lunch periods without approval of the site supervisor or principal.

ARTICLE VII
COMPENSATION PLAN

Section 1. Wage Schedules:

Subd. 1. 2017-2019: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of this Agreement for the 2017-2019 school years. All employees so placed on the schedule shall advance one step on the salary schedule on July 1 of each contract year. In the event an employee obtains an additional license as defined in Article III, Section 5, the employee shall advance to the lowest step in the lane appropriate for such licensure, provided such step results in a two percent (2%) increase in the employee’s current base wage rate, excluding any license or shift differentials.

Subd. 2. Custodial Maintenance and Engineer Pay: To remain eligible for custodial maintenance or engineer pay, each employee must perform a minimum of four building checks per year. An employee who fails to meet this requirement shall be paid as a custodian the following fiscal year.

Subd. 3. Successor Agreement: In the event a successor agreement is not entered into prior to July 1, 2019, Schedule A will remain in effect until a successor agreement is reached.
Section 2. Shifts, License Differential Pay, and Job Description: Employees whose shift begins after 6:00 a.m. shall be placed on the A shift rates. Employees whose shift begins after 12:00 noon shall be placed on the B shift rates. Employees whose shift begins after 10:00 p.m. shall be placed on the C shift rates. A job description for each position will be periodically updated and posted. In addition to the base rates, employees shall be paid shift differentials as follows: for B shift, $.60; for C shift, $.70. Employees who hold and utilize boilers licenses, as required by the employer for their position, shall be paid differentials as follows: $1.40 per hour for a Chief C Boilers License and $1.20 per hour for a First Class C Boilers License. The employer shall determine in its sole discretion whether a boilers license is required for the position. Requirements under Section 1, Subd. 2 do not apply to this Section 2. Shift and license differential shall apply when replacing an employee who draws the differential on a shift if the replacement has the appropriate license.

Section 3. Temporary and Student Employee Pay Rates: All employees of a seasonal or temporary nature and student employees shall be paid at step one or two on Schedule A and are not eligible for step movement beyond step two.

Section 4. Overtime:

Subd. 1. Overtime: Overtime for hours actually worked beyond eight (8) hours a day or 40 hours a week during the regularly scheduled work week shall be compensated at time and one half. If an employee is required to report earlier than their scheduled starting time, they will be paid overtime for the early start and be permitted to finish their scheduled shift. All hours actually worked on a holiday or Sunday will be at the double time rate. An employee shall be entitled to holiday pay only if the majority of hours worked on the shift occur on that holiday. All holidays shall begin at 12:01 a.m. on the calendar day of the holiday, as specified in the District's calendar.

Subd. 2. Overtime Computation: The base rate plus any applicable differentials shall be combined when computing the overtime rate of pay. There shall be no pyramid ing of overtime. Leave days, holidays and vacation shall not be considered hours actually worked for purposes of overtime pay computation. The highest appropriate rate of pay shall apply.

Subd. 3. Compensatory Time: Any person eligible for overtime pay may request to take time off at the same rate rather than overtime pay subject to the approval of the site supervisor or principal. Accumulation may not exceed 20 hours, and it shall be the responsibility of the site supervisor or principal to advise each employee of the accumulation of hours. The employee will request the time off in writing, and shall not take less than eight (8) hours at a time. Time accumulated must be taken by the employee within the fiscal year earned or be paid for time accumulated on June 30.
Section 5. Call Back Pay: There shall be a two (2) hour minimum pay for call back at the appropriate premium pay rate when an employee must either return after leaving work or is called in on a day off. Any employee called back will perform duties as requested by the building supervisor and provide a written report. If more than two (2) hours work is performed, the pay rate is the appropriate premium pay rate times all hours worked on the call back.

Section 6. Building Checks: It shall be the responsibility of the maintenance or custodial engineers to perform an inspection of the buildings on Saturdays, Sundays and holidays and other times as designated by the site supervisor or principal. The person performing the inspection will complete a report provided by the District Administration after each inspection. Employees will be compensated under the call back provision of this agreement, Article VII, Section 5.

Section 7. Employee Safety Equipment: Each full-time board approved employee covered by this Agreement shall be reimbursed for safety equipment as approved by the Director of Administrative Services. In no case shall any reimbursement per employee exceed $200.00 per year for safety equipment. The amount for safety glasses is not to include the employee’s prescription examination should such be required. All glasses, shoes and other safety equipment must be pre-approved in order to be eligible for reimbursement. The employee shall wear or use all safety equipment as provided and as required by law.

Section 8. Boiler License: The District shall reimburse the employee for the cost of boiler licenses. The reimbursement shall not exceed the amount established by the appropriate State of Minnesota department.

Section 9. Work Garments: All employees will wear uniforms provided by the District. Replacement of these uniforms will be at the District’s expense and at the direction of the Supervisor of Buildings, Grounds and Security. Employees will maintain the uniforms provided.

Section 10. Position Adjustments: Additional compensation will be mutually agreed upon for any position that requires added responsibilities as reflected in the job description.

Section 11. Replacement Pay: An employee who substitutes for or replaces another employee in a higher classification for eighty (80) consecutive hours or more, shall receive the salary of the higher classification beginning with the eighty-first (81st) hour retroactive to the first hour of such replacement.

Section 12. Annuity Agreements: The School Board shall purchase a tax sheltered annuity or annuities for employees electing to have their salaries reduced according to the salary reduction agreement signed by the employee and according to provisions of the Internal Revenue Service. The School Board shall not assume liability for nor make a contribution greater or less than the sum elected to be reduced. Such
reduction agreement shall be signed and submitted to the District Human Resources Office anytime during the year and shall be automatically renewed except by written cancellation by the employee or at termination of employment. Effective date of the agreed to annuity will be as specified and approved by the School Board.

Section 13. Matching Annuity Plan: The School Board will provide a matching annuity plan for all eligible full-time employees as specified below:

Subd. 1. Eligibility: All employees shall be eligible to participate in a matching annuity plan as provided in Minn. Stat. §356.24.

Subd. 2. Matching Contribution: Eligible employees will receive a matching contribution by the School District in an amount up to $1,500.00 during each contract year. The District contribution will reduce the benefit provided in ARTICLE XVIII, Section 2.

Subd. 3. Election: Eligible employees must exercise the deferred compensation election by payroll deduction and must make application for participation, specifying in writing the amount to be deducted in the applicable year.

Subd. 4. Subject to Law: This contribution is subject to the rules of the State of Minnesota Deferred Compensation Matching program and applicable federal and state laws relating to such contributions.

Section 14. Lead Pay: Any full-time employee designated by the Director of Administrative Services as a lead employee, as defined in Article III, Section 4, Subd. 5, shall be compensated an annual stipend of $2,500.00, provided the employee is actively working the entire contract year. Any such stipend shall be pro-rated to the extent an employee works less than an entire contract year or works less than full-time. The stipend shall be paid in equal installments twice monthly.

ARTICLE VIII
HOLIDAYS

Section 1. Paid Holidays:

Subd. 1: Paid holidays shall include:

1. New Year’s Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Day preceding Christmas
10. Christmas Day
11. Martin Luther King Day
12. Floating holiday designated by the School District
13. Floating holiday selected by the employee with the supervisor’s approval
Subd. 2. Employees Scheduled to Work on Holidays: For employees scheduled or called in to work on holidays, the District will pay two (2) times the regular scheduled rate plus the employee's regular rate. Any employee actually working overtime on a designated holiday shall receive the regular scheduled pay rate plus two (2) times the regular pay rate. All employees will be off on holidays as scheduled except those that are specifically directed to work on holidays by their Supervisor.

Section 2. Floating Holiday: When the Board designates a floating holiday which is defined as a holiday under the provisions of Article VIII, those employees that choose to take the Board designated floating holiday may do so. Those employees that do not take the designated floating holiday may use the floating holiday as annual leave under the provisions of Article IX, Section 1, Subd. 4. Those employees working the designated floating holiday will receive regular holiday pay, and shall not also be paid under Article VII. Employees conducting building checks on a holiday shall not be eligible for holiday pay under Article VIII, but rather, shall be paid under Article VII, Section 6.

Section 3. Holiday Falling on an Employee’s Regular Day Off: Holidays falling on an employee’s regular day off should be taken the day before or the day after the employee’s regular assigned day off, subject to the approval of their supervisor.

ARTICLE IX
ANNUAL LEAVE AND OTHER LEAVES OF ABSENCE

Section 1. Annual Leave:

Subd. 1. Definition: Annual leave days are paid days for the employee to use for the following reasons: vacations, doctor and dentist appointments, funerals, personal business, or any personal emergencies.

Subd. 2. Rate of Accumulation: A full-time employee will be credited with hours of annual leave based upon months of service as members eligible for benefits under this Agreement as follows, or equivalent:

<table>
<thead>
<tr>
<th>Equivalent Months of Service</th>
<th>Monthly Hourly Accumulation Rate</th>
<th>Annual Hourly Accumulation Rate</th>
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<tbody>
<tr>
<td>Less than 12 months</td>
<td>8.00 hours</td>
<td>96 hours</td>
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<tr>
<td>12 months to 36 months</td>
<td>9.33 hours</td>
<td>112 hours</td>
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<tr>
<td>36 months to 48 months</td>
<td>10.64 hours</td>
<td>128 hours</td>
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<td>48 months to 60 months</td>
<td>14.67 hours</td>
<td>176 hours</td>
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<td>60 months to 72 months</td>
<td>16.00 hours</td>
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<tr>
<td>over 72 months</td>
<td>17.33 hours</td>
<td>208 hours</td>
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</tbody>
</table>

Subd. 3. Date of Credit: Annual leave days are credited on the first calendar day of each month. They are continuously accumulated on each month
the employee is under contract. If the employee is absent due to illness or approved annual leave, they will receive credit for any month in which they worked at least one (1) full day.

**Subd. 4. Use of Annual Leave Days:** Employees are encouraged to use annual leave days wisely. An employee is expected to keep a reserve of accrued annual leave days to use for unexpected family or personal emergencies; however, use of annual leave days for any other reason will require the supervising administrator be notified of the desire to take annual leave days at least five (5) days in advance.

**Subd. 5. Approval of Annual Leave Days:** The amount of work at a particular time and the number of other employees who will be gone will be taken into consideration when a request for annual leave days is reviewed by the supervising administrator or Manager of Administrative Services. There may be times when the supervisor will not be able to permit use of annual leave days exactly when the employee requests.

**Subd. 6. Utilization of Annual Leave:** Only the hours used will be charged against the accrued annual leave days. The maximum number of consecutive days the employee can take at one time is 15 days. In some circumstances, management will give special consideration to requests to use a greater number of consecutive days off. Employees will take annual leave of no less than ten (10) days each year in weekly increments of five (5) consecutive days, i.e., employees must take two (2) full weeks vacation each year, with the exception of employees with less than four (4) years experience, who may choose to use no less than five (5) consecutive days. Approval by the Director of Administrative Services or designee.

**Subd. 7. Inclement Weather:** Refer to District Operating Procedure: Emergency School Closing, A2.0.

**Subd. 8. Holidays:** Paid holidays which occur during annual leave days off will be considered as a holiday for which the employee will receive his regular pay and will not be charged against accrued annual leave days in all cases where the employee is eligible for the paid holiday.

**Subd. 9. Maximum Accumulation:** The maximum accumulation at any time shall not exceed 320 hours. The maximum annual leave accumulation for 12 month employees at any time is 40 days. An employee who has completed at least five years of continuous employment with the school district who has utilized at least ten (10) days of annual leave during the preceding 12 months, may opt to receive payment for up to ten (10) annual leave days in lieu of utilizing the accumulated leave time, at the employee's rate of pay at the time the employee requests the payment.
Subd. 10. New Employees: New employees will be eligible to use accrued annual leave days after completion of six (6) full months of employment. If a new employee has an emergency, i.e., funeral, house closing, family illness, natural disaster, etc., during the first six (6) months of employment, the following two (2) special rules will apply:

A. The employee may use any accrued annual leave days.
B. If the employee has less than three (3) accrued days, the employee may request to use up to three (3) days. Days in excess of those accrued to date will be charged against future accruals.

Subd. 11. Emergency Approval: Approval for emergency leave may be granted by the Manager of Administrative Services or designee.

Section 2. Illness Leave:

Subd. 1: Eligible employees shall accrue illness leave at the rate of 15 days per year.

Subd. 2: Unused sick leave days may accumulate to a maximum of 135 days.

Subd. 3: Sick leave shall not accumulate during any time that an employee is out on unpaid absence.

Subd. 4: Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness of the individual or a dependent child which prevented his/her attendance at workplace and performance of duty on that day or days.

Subd. 5: The School District may require an employee who has been absent because of illness to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay.

Subd. 6: Sick leave pay shall be approved only upon submission of a signed request upon the authorized Employee Absence Report.

Subd. 7: Returning employees shall be credited with unused sick leave pursuant to school records as though this section had been in effect continuously.

Subd. 8: In cases of frequent or intermittent illness, the employee may be required by their supervising administrator or Human Resources Department to submit a certificate concerning the condition of health from a physician.
Subd. 9: Sick leave shall not be used for routine physical or dental appointments of a non-emergency nature. Annual leave shall be used for non-emergency appointments.

Subd. 10. Continuation of Insurance Coverage: The District contribution of the health and hospitalization insurance and life insurance benefits shall remain in effect for a period of one (1) year from the date the employee qualified for income disability or as governed by the insurance policy terms.

Section 3. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 4. Jury Duty: Leave of absence for jury duty will be granted by the District for jury duty service, and an employee will receive their regular rate of pay, but must assign to the District such compensation received for serving on jury duty (excluding mileage allowance).

Section 5. Worker's Compensation: An employee is entitled to either receive Worker's Compensation pay or coordinate accrued sick leave with their Workers' Compensation pay to receive full pay and continued fringe benefits. If sick leave is used, the amount of sick leave utilized shall not exceed the lesser of the employee's accrual or 90 days per incident.

Section 6. Other Leaves: The Board may grant other leaves which are not specified in this contract, at their discretion.

Section 7. Child Care Leave (Also see Section 8. Family Medical Leave)

Child Birth: Up to six (6) weeks of sick leave will be allowed when authorized by medical documentation, consistent with district procedure.

Section 8. Family Medical Leave:

Subd. 1. Purpose and Notice: Family leave is unpaid leave for the purpose of allowing an employee to interrupt services for (1) the birth and first year care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health condition of an employee's spouse, child or parent, and (4) the employee's own serious health condition. An employee shall notify the Human Resources Department or their supervisor in writing, not less than thirty (30) days or as soon as reasonably possible prior to the beginning date of anticipated leave, and provide a statement indicating the desired dates of leave and return.

Subd. 2. Length of Leave: The maximum leave for the birth and first year care of a child or the adoption of a child shall be six (6) months unless otherwise mutually agreed by the parties. The maximum leave for the serious health
condition of an employee's spouse, parent or child, other than the birth and first year care of a child or the adoption of a child shall be twelve (12) weeks, unless otherwise agreed by the parties. The start and ending dates of the leave specified in the request are subject to change only with the School Board approval. In the event the delivery date is different from the anticipated delivery date, leave dates shall be adjusted accordingly.

Subd. 3. Benefits: Insurance benefits shall continue only if full costs are being paid monthly in advance by the employee on approved leave pursuant to this section, except an employee shall be entitled to continuation of School District contribution of health insurance benefits during the period of the leave, not to exceed twelve (12) weeks of absence per year. Dropping the insurance coverage by not paying any required costs before or while on leave pursuant to this section may require proof of insurability on return to work by the employee and/or the employee's family. The employee shall return to their former position or a position comparable in duties, number of hours and pay following family leave. An employee shall not accrue additional annual leave or experience time until duties are resumed.

Subd. 4: A pregnant employee requesting time off prior to date of delivery, but not involving a period of disability, shall be eligible for leave without pay, not to exceed sixty (60) calendar days. An employee shall be eligible for illness leave benefits for periods of disability related to pregnancy, subject to the provisions of Article IX, Section 2 of this Agreement.

Section 9. Bereavement Leave: Up to four (4) days per occurrence of bereavement leave, non-accumulative, shall be granted for deaths in the employee's immediate family. For purposes of this section, immediate family is defined as the employee's spouse, parent, child, brother, sister, grandparents, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, and grandchildren.

Section 10. Perfect Attendance Incentive: Employees who have perfect attendance for one-half (1/2) year shall receive one (1) day of pay for each such perfect attendance period. Perfect attendance will be calculated from July 1 – December 31 and January 1 – June 30 of each contract year. Perfect attendance for purposes of this section shall refer to use of sick (illness) leave.

ARTICLE X
GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier(s) and policy shall be made by the District.

Section 2. Medical-Hospitalization-Dental Insurance:

Subd. 1. Medical-Single Coverage: Effective July 1, 2017, the
School District will contribute a sum not to exceed $625.00 per month, effective January 1, 2018 the school district will contribute a sum not to exceed $656 towards the cost of the premium for individual coverage, and effective January 1, 2019 the school district will contribute a sum not to exceed $689 toward the cost of the premium for the medical-hospitalization plan for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in a School District group medical-hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 2. Medical-Family Coverage: Effective July 1, 2017, the School District will contribute a sum not to exceed $1,405.00 per month, effective January 1, 2018 the school district will contribute a sum not to exceed $1,475 per month, and effective January 1, 2019 the school district will contribute a sum not to exceed $1,550 per month for the medical-hospitalization plan for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in a School District group medical hospitalization plan and who qualifies for family coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 3. Dental-Single: Effective July 1, 2017, the School District will contribute a sum not to exceed $55.00 per month toward the cost of the premium for the dental plan for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group dental plan and who qualifies for single coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 4. Dental-Family: Effective July 1, 2017, the School District will contribute a sum not to exceed $133.00 per month toward the cost of the premium for the dental plan for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group dental plan and who qualifies for family coverage. The cost of the premium not contributed by the School District shall be paid by the employee and paid by payroll deduction.

Subd. 5. Voluntary Employee's Beneficiary Association/$2,500 Deductible Plan: On July 1, 2012 and each month thereafter, the School District will contribute to the eligible employee’s VEBA account Two Hundred Fifty Dollars ($250.00) for those employees participating in the $2,500 deductible school district group family health insurance plan and One Hundred Dollars ($100.00) for those employees participating in the $2,500 deductible school district group single health insurance plan.

Section 3. Long-Term Disability: Long-term disability (LTD) will be provided at School District expense consistent with the terms of the School District LTD policy.
Section 4. Life Insurance:

Subd. 1: The District will provide $50,000 life insurance without charge to the employee.

Subd. 2: Additional life insurance shall be made available to employees as per insurance policy terms. The cost of such insurance will be borne by the employee and paid through payroll deduction.

Subd. 3. Dependent life insurance for spouse and for children shall be made available to employees as per insurance policy terms. The cost of such insurance will be borne in full by the employee and paid through payroll deduction.

Subd. 4. Choice of Coverage: Employees will be allowed to elect health and hospitalization and dental insurance coverage during the first 31 days of employment, during a scheduled open enrollment, or as governed by the insurance policy terms. The district insurance committee shall confer on insurance coverage and policy specifications.

Section 5. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this Article as long as the employee is actively employed by the District. Upon termination of the employment, all District participation and contribution shall cease, effective on the last working day. Continuation of coverage options after termination will be available as per law.

Section 6. Extension of Insurance Protection: All insurance and income protection plans shall continue in force at the employee’s expense for all board approved leaves without pay of more than five (5) days, as provided by law.

Section 7. Retirement Benefits: If an employee who was hired on or before July 1, 2000, retires at or after age 55 and has 15 years work experience with the School District, the employer shall provide coverage and continuation with contributions to health/hospitalization insurance premiums to an employee eligible and covered under the district plan for three years from the date of retirement in the same dollar amount that the employer was contributing when the employee was an active employee, except that such continued coverage and employer contributions shall cease if the employee becomes eligible for health and hospitalization benefits from any other source. Any difference in premium between the employer contribution and the cost shall be paid in advance by the employee.

ARTICLE XI
VACANCIES AND JOB POSTING

Section 1. Posting of Position: All Board approved positions, vacancies, and/or changes in positions, will be posted for a two (2) week period on the School District
website and the posting shall be emailed to each lead day employee. Postings will be provided to the Union upon request without cost. A permanent vacancy is defined as one anticipated to exceed 90 calendar days. A temporary vacancy is defined as one anticipated to be less than 90 calendar days. Job postings shall include the date of posting, closing date of posting, job description, work hours, and rate of pay. An employee’s hours may be changed without re-posting only if it is mutually agreeable with the employer and the Union.

Section 2. Application for Vacancies: All employees under this Agreement may submit application for any vacancy which is posted pursuant to this Article.

Section 3. Filling of Vacancies: Notice of the candidate selected to fill the vacancy shall be given within 15 working days after the closing of the posting.

Section 4. Application of Seniority: Seniority will apply in the filling of Board approved vacancies and positions which are changed in the length of the work day or year, provided the employee has the qualifications to perform the duties and responsibilities of the position as provided in Section 6 herein. For the purpose of this section, a promotion is defined as moving to a classification involving an increase in pay, excluding increases in pay associated with negotiated contract changes.

Section 5. Promotion to Positions:

Subd. 1. Filling of Positions: In filling positions involving a promotion as defined in Section 5, above, the position shall be filled by the District with the best qualified candidate as determined by the District. In making its determination, the District shall consider the employee's qualifications and aptitude for the position, as well as the length of service with the District, along with other relevant factors.

Subd. 2. Union Notice: If, in review of applications, the 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 officials. The decision of the school officials may be appealed to the Superintendent within the provision of the grievance procedure, and a review may be sought with the School Board.

Section 6. Outside Applicants: The District reserves the right to fill any positions with an outside applicant if internal candidates do not have the needed qualifications for the position, or if no internal candidates apply.

Section 7. New Additions or Satellite Facilities: Any new additions or satellite operations where the District shall have the maintenance and custodial responsibilities shall be considered the same as the District facility known as Capitol View Center located on County Road B2 and Rice Street.
ARTICLE XII
SENIORITY

Section 1. Definition of Seniority: Seniority means length of continuous service with the District as an employee as defined in Article III, Section 2, and seniority shall be considered "broken" when an employee: (a) resigns, (b) is discharged, or (c) fails to return to work at the time specified by the supervisor in charge. Continuous service shall not be considered "broken" by reason of: (a) layoff of an employee because of short-term temporary illness of less than 12 months, (b) annual leave, (c) any absences excused in writing by the supervisor in charge, and (d) or with Board approval of more than 12 months absence due to illness. The original date of hire as approved by the Board shall prevail unless there is a break in continuous service as defined above. If an employee is to be terminated, the certified representative shall be notified in writing.

Section 2. Recognition of Seniority: The parties recognize the principle of seniority in the application of this Agreement within classifications concerning reduction or increase in force, preference of shift assignments, and assignment of vacation period. Where vacancies and/or promotions occur, the provisions of Articles XI and XII shall apply.

Subd. 1. Posting of Overtime: Whenever possible, the overtime situation shall be posted at least three (3) days in advance to afford all employees the opportunity to apply for the occasion.

Subd. 2. Special Events, Holidays, Building Checks and Annual Leave Fill In: Overtime resulting from building checks, special events, holidays and annual leave fill in shall be filled by seniority and appropriate qualifications. In cases where no employee requests the overtime under this subdivision, the junior qualified employee, according to shift, shall be obligated to take the assigned duty.

Subd. 3. Overtime Selection: The employee with the most seniority and qualifications on the shift shall have preference to accept or reject overtime. If the overtime is refused by all qualified employees on the shift, it will be afforded to other employees by seniority. If the overtime is refused by all employees, the junior qualified employee on the shift will be assigned the overtime.

Subd. 4. Cut Off Date for Selection of Annual Leave: A cut off date for the selection of annual leave by seniority will be April 1 of each year. Any other annual leave will be taken according to Article IX, Section 1, Subd. 4.

Section 3. Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and upon acquiring seniority, the seniority date shall relate back to the date of original hire. If more than one employee starts their employment on the same date, seniority ranking shall be determined by lot.
ARTICLE XIII
RECLASSIFICATION AND ASSIGNMENT CHANGE

Section 1. Reclassification of Positions: An employee whose classification is reduced by the School District, shall retain their current rate of pay, but will be subject to the new classification salary increase schedule. Employees occupying positions which are reclassified to a higher level shall be promoted to the higher level. Positions which are reclassified shall not be subject to the posting requirements of Article XI, Section 1, unless they are vacant.

Section 2. Change in Assignment: An employee whose assignment is changed shall retain their current rate of pay if the new assignment results in a lower classification, but will be subject to the new classification salary increase schedule. If the new assignment results in a higher classification the new classification pay and increase schedule will be applied.

ARTICLE XIV
REDUCTION OF WORK FORCE

Section 1. Implementation: If, in the judgment of the District, it is necessary to reduce the work force, such reduction will be made in accordance with the following provisions:

Subd. 1. Seniority Defined: For the purposes of this Article, seniority will be defined as an employee’s length of continuous service with the District in a classification covered by this Agreement.

A. Seniority shall be terminated for any one of the following reasons:

1. Resignation
2. Discharge for just cause
3. Failure to return to employment at the expiration of any unpaid leave of absence
4. Failure to return to employment following notice of recall from lay off
5. Lay off for a period of more than three (3) years

B. Seniority shall be interrupted and not earned during the period of an unpaid leave of absence.

Subd. 2. Probationary Employees: During the probationary period, employees shall not earn seniority, provided that, upon the completion of the probationary period, an employee’s seniority date shall be established effective as of date of employment by the Board of Education and/or eligibility of benefits under this contract as defined in Article II and III, whichever is later.
Section 2. Procedure: When reducing the work force, the District will lay off the employee with the least seniority, in the affected classification, first. All student and temporary help will be laid off prior to any Board approved employee.

Subd. 1: The employee affected by the layoff shall have the right to replace an employee with less seniority in a classification having the same or lower classification number, provided the employee has:

A. More seniority than the employee being "bumped."

B. The qualifications to perform the duties and responsibilities of the classification.

Subd. 2: Employees who have been replaced, in accordance with Subd. 1 of this section, shall have the right to replace an employee with less seniority in a classification having the same or lower classification number, provided the employee meets the standards of Subd. 1 of this section, as determined by the District.

Subd. 3: The replacement procedure will be repeated until the employee having the least seniority is laid off or an employee waives the right to bump.

Subd. 4: Employees laid off shall be placed on the recall list for a period of three (3) years.

Section 3. Recall: When recalling an employee on lay off, the employee will be recalled in the inverse order of lay off, provided the employee has the qualifications to perform the duties and responsibilities of the classification for which the recall is being made.

Section 4. Notice of Recall:

Subd. 1: Notice of recall shall be made by certified mail, return receipt requested, to the last known address of the employee being recalled. Response to the notice of recall shall be made to the District in writing within seven (7) calendar days after the date of receipt of such notice. Employees failing to respond within seven (7) calendar days of notice of who fail to report for work, shall waive any right to re-employment and shall have their name removed from the recall list.

Subd. 2: The date of return to work shall be at least 14 calendar days from the date the employee receives the notice of recall.

Section 5. Seniority List: The District shall provide two (2) copies of a current seniority list each six (6) months to the Union Steward.
ARTICLE XV
PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the District during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure; insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period - Movement Within a Classification:

Subd. 1: When an employee is transferred to a different assignment in the same classification due to a posted opening, the Manager of Administrative Services or designee shall have 30 working days to evaluate the employee's performance in the new assignment to determine whether the new arrangement is satisfactory. If the new assignment is determined not to be satisfactory, the Manager of Administrative Services may reassign the employee. In these instances, the employee has the choice of being placed in an existing vacant assignment or returning to their former assignment.

Subd. 2: An employee who has bid on a posted opening and who, prior to ten (10) working days on the new assignment, finds the assignment to be unsatisfactory, may request reassignment to a vacancy within the same classification or return to his/her former position.

Subd. 3: The employee request for reassignment in Subd. 2, above, must be received by the Manager of Administrative Services or designee no less than 15 calendar days prior to the Board meeting at which the recommended change will be submitted. The change in assignments, as recommended to the Board, will be implemented within 15 calendar days following the approved Board action. A temporary transfer to the old position at an earlier date may be made, subject to final approval by the Board.

Subd. 4: In the event an employee is returned to their former assignment, all other employees affected by the employee's return and holding assignments which were involved as a result of the opening created by this move, will be returned to their previous assignment. These returns may be made on a temporary basis by the Manager of Administrative Services or designee, subject to final approval by the Board. Returns under the provisions of Subd.1-3, above, are not subject to the grievance process.
Subd. 5: Vacant positions created under the provisions of this agreement will be posted.

Section 3. Probationary Period-Change of Classification: In addition to the initial employment probationary period, any employee transferred or promoted to a different classification shall serve a new probationary period of 60 calendar days in any such new classification. During this 60 day probation period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to their former classification. If the employee finds that the new position is not satisfactory, the employee may return to their former position and classification within 60 days from the time of assignment.

Section 4. Supervisory Probationary Period: If an employee accepts a supervisory or instructional position within the District, the employee shall serve a one (1) year probationary period. If it is determined by the District that the employee's performance in the supervisory or instructional position is unsatisfactory, the District shall have the right to reassign the employee to their former position, where they shall retain all seniority rights. If the employee finds that the supervisory or instructional position is not satisfactory, the employee may return to their former position and classification within one (1) year from the time of assignment with all seniority rights or prejudice. Upon written notice for a change for either party, a maximum of 60 days shall be allowed for replacement.

Section 5. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

ARTICLE XVI
GRIEVANCE AND ARBITRATION

Section 1. Definitions:

Subd. 1. Grievance: A grievance shall mean a complaint by an employee(s) that there has been a violation, misinterpretation or misapplication of the provisions of the Agreement.

Subd. 2. Days: "Days" means calendar days excluding Saturday, Sunday, vacations or holidays as provided for in the school calendar.

Subd. 3. Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature and facts surrounding the grievance, the point of contention or disagreement, the specific provisions of the agreement allegedly violated, and the particular relief sought. Grievance shall be submitted on the grievance form available at the School District offices.
Subd. 4. Answer: "Answer" means a concise response outlining the employer's position and action on the grievance.

Subd. 5. Grievant(s): "Grievant(s)" means an individual employee or group of employees.

Subd. 6. Denial of Grievance: Failure by the School Board or its designated representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Subd. 7. Processing of Grievance: The processing of all grievances shall be during normal work days, and employees shall not lose wages due to their participation. Processing shall be defined as meetings with the administration to discuss the grievance. However, grievance hearings at Level III may be outside the work day.

Subd. 8. 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 legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. 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.

Subd. 9. Time Limits and Level Waivers: Failure of the grievant(s) to adhere to the time limits of this Article shall result in a forfeiture of the grievance. Failure of the School District to respond within any time limits provided herein shall be determined a denial of the grievance, and the employee may appeal the grievance to the next level. However, nothing herein shall relieve the School District from the responsibility of providing a written answer at each level of the grievance procedure. The parties, by mutual written agreement, may waive any step and extend any time limits in this procedure.

Section 2. Grievance: All employees within the unit may use this procedure and may request that a union representative or other person represent them at any meeting with the School District. An employee shall meet with his/her supervisor informally regarding a grievance prior to Level I hereof.

Subd. 1. Level I: A grievance, to be timely, must be reduced to writing and submitted to the Assistant Director and Director for review within 15 days of the date of occurrence. Within seven (7) days of receiving the grievance, the Assistant Director and/or the Director will meet with the grievant(s) and reduce to
writing their answer within seven (7) days of the above meeting. If no
director/administrator has been designated as responsible, the grievant(s) may
proceed to Level II.

Subd. 2. Level II: If there is no resolution of the grievance at Level 1, the
grievant(s) may, if the grievance is to be pursued, appeal it in writing, within
seven (7) days of the receipt of the answer in Level 1, to the Superintendent.
Within seven (7) days, the Superintendent or his designee shall meet with the
grievant(s) and reduce to writing his answer, within seven (7) days of the above
meeting.

Subd. 3. Level III: If the grievance has not been resolved at Level II, the
grievance may be appealed to the School Board, provided such appeal is filed
within ten (10) days of the receipt of the answer in Level II. Within (15) days of
receipt of an appeal from Level II, the School Board, its committee, or its
designee, shall meet with the grievant(s), and within seven (7) days of the
meeting, shall reduce its decision to writing. Should the School Board, its
committee, or its designee, not meet within the 15 day period with the grievant(s),
the grievance shall be considered denied by the School Board, and the
grievant(s) may not proceed pursuant to Section 3 hereof.

Subd. 4. Level IV: If there is no resolution at Level III, the grievant(s) shall,
if the grievance is to be pursued, reduce to writing the grievance, and within ten
(10) days of receipt of the answer in Level III, submit it to the School Board.
Within 15 days of receipt of the request, a committee of the Board shall meet with
the grievant(s) and reduce to writing its answer within five (5) days of the above
meeting.

Section 3. Arbitration: If there is no resolution at Level III, the grievant(s) may
request arbitration, providing such a request is made in writing to the Superintendent
within ten (10) days of receipt of the Level III answer. The School District and the
grievant(s) shall endeavor to select a mutually acceptable arbitrator to hear and decide
the grievance. If the parties are unable to agree on an arbitrator, either party may
request from the P.E.R.B., pursuant to P.E.L.R.A., a list of five (5) arbitrators, providing
such request is made within ten (10) days after filing of the notice of intent to arbitrate.
The parties shall alternatively strike names from this list until one (1) name remains.
The remaining arbitrator shall hear and decide the grievance as soon as arrangements
can be made to do so by the parties and their representatives.

Subd. 1. Hearing: The arbitrator shall schedule a hearing at which each
party shall have the right to the representation they choose and the opportunity to
submit evidence, offer testimony and make written or oral arguments relating to
the grievance.
Subd. 2. Jurisdiction: The arbitrator shall have jurisdiction over disputes properly before him/her, pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend, subtract, or modify the terms of this Agreement.

Subd. 3. Decision: The decision of the arbitrator shall be rendered within 20 days after the close of the hearing. The arbitrator shall have the power to make appropriate awards, and his/her decision shall be final and binding, subject to the limitations as provided in P.E.L.R.A.

Subd. 4. Expense: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing, at the request of either party. The parties shall share, equally, the fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one half (1/2) of those costs incurred, in addition to paying for the transcript copy.

ARTICLE XVII
MISCELLANEOUS

Section 1. Regular Payday: Payday shall normally be on the 15th and the last working day of the month. Employees whose shift starts after the normal working day on the 15th or the last working day of the month shall have their paychecks distributed to them on completion of the shift by the lead employee. Any errors due to absences, where payroll deduction is involved, shall be adjusted on the following paycheck. Employees who leave employment of the District prior to reimbursement via payroll deduction shall be legally obligated for this obligation.

Section 2. Holiday or Weekend Payday: When payday falls on a holiday or on a weekend, pay checks shall be available on the day preceding that holiday or weekend as specified in Article XVI, Section 1.

Section 3. Mileage Reimbursement: The usual rate paid all other District staff for authorized use of an employee's automobile on school business shall be paid.

Section 4. Supervisor of Buildings, Grounds and Security: This position is excluded from the bargaining unit as a supervisory employee. However, it is recognized by both parties that there will be occasions when duties normally assigned to regular employees will be performed by the Supervisor of Buildings, Grounds and Security. It is
expected that the Supervisor will not assume shift work replacement duties unless a serious emergency exists. The usual distribution, including part-time assignments, of the Supervisor's work assignments shall be 80% supervisory/administrative, and no more than 20% maintenance tasks.

Section 5. CETA: It is agreed that the District and Local 70 will adhere to federal regulations pertaining to the CETA Program. The District may employ CETA funded students to perform custodial duties not regularly assigned to a maintenance/custodial employee, and shall work under the supervision of the shift lead person.

Section 6. Discrimination: The District and the exclusive representative agree to comply with all applications of the Minnesota Statutes 179A.61-179A.76 (P.E.L.R.A.) and Minnesota Statutes 363A.03 regarding unfair discriminatory practices in employment.

Section 7. User Fees: No employee shall be charged parking fees, usage fees or accessibility fees at a Northeast Metropolitan School District facility, site or program.

ARTICLE XVIII
EARLY RETIREMENT

Section 1: Full-time employees hired prior to 6/30/98 who have completed at least 15 years of continuous service with the School District, and who are at least 55 years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District.

Section 2: Eligible employees, upon early retirement, shall receive as severance pay an amount representing 50% of accrued and unused sick leave, not to exceed a maximum of 100 days pay. The amount of severance payment under this Article shall be reduced by the amount of the School District matching TSA contributions made under Article VII, Section 14.

Section 3: Severance pay shall be paid by the School District in two (2) equal annual installments within 24 months of the early retirement date.

Section 4: This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

Section 5: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District of the intention to resign pursuant to this Article no later than two months preceding resignation.
ARTICLE XIX
DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, 2019, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement, which commences on July 1, 2017, it shall give written notice of such intent no later than April 1, 2019.

Section 2. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except if mutually agreed upon by the parties.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

Section 4. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the custodial employees of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules and regulations concerning the terms and conditions of employment inconsistent with these provisions.
The foregoing was moved, seconded, and upon vote taken, was declared duly passed and adopted, and officers of the School Board directed and authorized to execute this Agreement this 6 day of June, 2018, by Northeast Metropolitan Intermediate School District 916 School Board.

NORTHEAST METROPOLITAN 916 Intermediate School District

By ___________________________ By ___________________________
Chair 

By ___________________________ By ___________________________
Superintendent

Accepted by International Union of Operating Engineers, Local 70 this 25 day of June, 2018.

International Union of Operating Engineers Local 70

By ___________________________ By ___________________________
President 

By ___________________________ By ___________________________
Recording-Corresponding Secretary

By ___________________________ By ___________________________
Steward
### 916 CUSTODIAL/MAINTENANCE/ENGINEER EMPLOYEES

#### SCHEDULE A

**2017 - 2018**

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#### SCHEDULE B

**2018 - 2019**

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<td>Chief C Boilers License</td>
<td>$1.40</td>
</tr>
<tr>
<td>First Class C Boilers License</td>
<td>$1.20</td>
</tr>
<tr>
<td>Evening &quot;B&quot; Shift</td>
<td>$0.60</td>
</tr>
</tbody>
</table>
MEMORANDUM OF UNDERSTANDING

The parties, International Union of Operating Engineers Local 70 and Northeast Metropolitan Intermediate School District 916 agree to the following:

To retain the current step/years of service placement of James Anderson in his current classification as Custodial Engineer employee. (This step/years of service credit will not be maintained in the event of a classification change.)

Rationale: Mr. Anderson was a Northeast Metro employee, who transferred to Century College for a short period of time when the college separated from Northeast Metro, and then was rehired by Northeast Metro. At the time of rehire, Mr. Anderson was given credit for his combined years of service at both Northeast Metro and Century. This will have no impact on seniority for Mr. Anderson. His rehire date will continue to be the date used for seniority purposes.

NORTHEAST METRO 916

[Signature]
Negotiator

[Signature]
Negotiator

4/2/18
Date

LOCAL 70

[Signature]
Steward

[Signature]
Business Representative

[Signature]
Business Manager

4/5/2018
Date