AGREEMENT

between

JANESVILLE WALDORF PEMBERTON ISD #2835

and

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

CUSTODIAL UNIT

July 1, 2019 through June 30, 2021
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ARTICLE 1 – PURPOSE OF AGREEMENT

This Agreement, entered into between Independent School District No. 2835, Janesville, Minnesota and Local 70 of the International Union of Operating Engineers, or its successor, herein after referred to as IUOE Local 70, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, herein after referred to as P.E.L.R.A., as amended to provide the terms and conditions of employment for custodians and/or maintenance personnel.

ARTICLE 2 – PRECEDENT AGREEMENT

Section 1. This Agreement supersedes any past practice otherwise not covered by this Agreement and it supersedes any previous agreement, verbal or written between any of the parties hereto or between any of them and any employee(s) covered hereby. Limited to the terms and conditions of employment as defined in PELRA.

ARTICLE 3 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. Independent School District No. 2835, Janesville, Minnesota, hereby agrees to recognize IUOE Local 70, St. Paul, Minnesota, as the exclusive representative of all union employees employed as custodians and maintenance personnel.

Section 2. Appropriate Unit. The IUOE Local 70 shall represent all custodians and maintenance personnel of the School District who are employed fourteen (14) hours, or more, per week or thirty-five percent (35%) of the normal workweek in the classification of the unit. Supervisory employees, as determined by the Bureau of Mediation Services, shall be excluded from the unit.

Section 3. Exclusively. The School District shall not meet and negotiate with any employee or group of employees, who are at the time designated as a member or part of the unit, except through the exclusive representative.
ARTICLE 4 – SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The exclusive representative recognizes that the School Board and 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 School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number-of personnel.

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

Section 3. Effect of Laws, Rules, and Regulations. The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not consistent with the terms of this Agreement, and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and affect.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.
ARTICLE 5 – EMPLOYEE RIGHTS

Section 1. The School District shall deduct monthly membership dues from the earnings of those employed who authorize such deductions in writing. The IUOE Local 70 shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective and the deductions shall continue in effect until canceled in writing by the employee. The aggregate deductions of all bargaining unit members, together with a list of the names of the employees from whom deductions were made, shall be remitted to the IUOE Local 70 office (within thirty (30) days after such deductions are made).

Section 2. Indemnity. The IUOE Local 70 agrees to indemnify and hold the School District harmless against any and all claims, suits, orders, or judgments brought or issued against the School District as a result of any action taken or not taken as a request of the IUOE Local 70 under the provisions of this Article.

Section 3. Employee List. The School District shall advise the IUOE Local 70 office in writing of the names, addresses, telephone numbers, classifications, starting dates, and insurance coverage (single or dependent) of all custodial and maintenance employees eligible for membership in this bargaining unit. The IUOE Local 70 office shall be notified in writing upon the effective date of termination of any custodial or maintenance employee. The list will be transmitted no later than thirty (30) days following the payroll period in which the change occurs.

Section 4. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any custodial or maintenance 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 IUOE Local 70; nor shall it be construed to require any employee to perform services or labor against his/her will.
Section 5. Right to Join or Refrain from Joining Union. The School District and the IUOE Local 70 agree that they shall not interfere with the right of any employee to become a member of the IUOE Local 70 if he/she so desires, or to refrain from IUOE Local 70 membership, and the School District and the IUOE Local 70 shall not discriminate against any employee because of his/her membership or non-membership in the IUOE Local 70. The right of an employee, who has joined IUOE Local 70, to withdraw from IUOE Local 70 and the right of an employee to refrain from joining the IUOE Local 70 is recognized by the parties to this Agreement.

Section 6. Union Steward. The IUOE Local 70, upon written notification to the School District, may designate one (1) employee within the bargaining unit to serve as steward. At the discretion of the School District, the steward shall be afforded reasonable time off for the purposes of conducting the business of the IUOE Local 70 in an effort to afford reasonable representation.

Section 7. Visitation Rights. A representative of the IUOE Local 70 previously accredited to the School District in writing by the IUOE Local 70, shall be permitted to come on the premises of the School District for the purposes of conducting IUOE Local 70 business in a responsible and reasonable manner. The School District shall be notified prior to the visit.

Section 8. Employee Bulletin Boards. The School District shall continue to make available bulletin board space in convenient places in the work areas for the purposes of posting IUOE Local 70 information.

Section 9. Union Meetings. IUOE Local 70 meetings may be held on school property but will be held during the time when employees are not on duty.

Section 10. Union Notification. The employer will notify IUOE Local 70 office within fourteen (14) days of all new employees. The notification will have the employees: name, address, rate of pay, hours per day, days per year. The employer will notify the IUOE Local 70 office of all employees leaving employment with the District.
ARTICLE 6 – SICK LEAVE

Section 1. Sick Leave.

Subd. 1. Sick leave shall be granted to all permanent employees, who shall accumulate sick leave on the basis of one and one quarter (1-1/4) days per month and shall accumulate to one hundred twenty (120) days.

Subd. 2. Unused sick leave days may accumulate to a maximum of one hundred twenty (120) days of sick leave per employee. Upon accrual of the maximum credit of one hundred twenty (120) days of sick leave, employees will be provided with a bonus payment of one (1) day of the base salaries for each additional eight (8) days acquired. Payment will be included in their regular pay check within thirty (30) days following eligibility for this bonus. Days not credited for bonus pay during a school year will be carried into the next school year as continued accrual for eligibility. The district will notify employees of the status of available leave days at least on an annual basis.

Subd. 3. Upon retirement of an employee at the age of sixty (60) or thereafter and having served at least ten (10) consecutive years of service in the District, employees shall be paid thirty-five dollars ($35.00) per day for each day of accumulated unused sick leave up to a maximum of sixty (60) days into a Health Care Savings Plan (HCSP). Upon retirement of a part-time employee at the age of sixty (60) or thereafter and having served at least ten (10) consecutive years of service in the District, employees shall be paid thirty dollars ($30.00) per day for each day of accumulated unused sick leave up to a maximum of sixty (60) days into a HCSP.

Section 2. Workers Compensation. Pursuant to M.S. Ch. 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 to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.
Section 3. Uses For Sick Leave. Employees shall be granted sick leave under the following circumstances:

Subd. 1. Personal illness of the employee.

Subd. 1a. The School District may request a doctor’s slip from a licensed physician to be eligible for sick leave pay after the 3rd consecutive day or if the employee has documented a pattern of sick leave abuse.

Subd. 2. Definitions. Only personal illness or disability and/or emergency medical procedures are covered by such sick leave policy. Routine health examinations and dental appointments shall be covered. Employees shall attempt to schedule dental and doctor appointments after work hours whenever possible.

Subd. 3. Any custodian who is a member of the bargaining unit may voluntarily donate and transfer a portion of his/her accumulated sick leave to any other non-certified employee that has exhausted his/her own accumulated sick leave as a result of a catastrophic event to themselves such as heart attack, surgery or major illness. A member of the bargaining unit may donate any days in excess of 45 accumulated days of sick leave. The transferred sick leave will be subject to the same restrictions as sick leave benefits accumulated by that employee per Section 1, Subd. 1. Final review and approval of sick leave will be made by the School Board or its designated representative. In the event an immediate family member “i.e. a spouse, [sic] of minor children of the employee” is impacted by a catastrophic event, this language may be applied at the discretion of the School Board or its designated representative.

Section 4. Sick Child Leave. Employees covered by this Agreement shall be allowed to use sick leave to care for a sick child as per State and/or Federal laws.
Section 5. Bereavement. Up to four (4) days of leave shall be allowed per immediate family member. The first day will be a paid bereavement day and the next three (3) days will be deducted from accumulated sick leave. Immediate family shall be as listed: employees or employee's spouse's immediate biological or step family, spouse, mother, father, brother, sister, son, daughter, grandparents or grandchildren. Employees will receive one (1) day of leave for each family member not listed above, to be deducted from sick leave. Employees will receive one (1) day per year for a friend to be deducted from sick leave. A written request may be made to the Superintendent for additional days, to be deducted from sick days, personal leave or to be taken without pay.

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

Section 7. Jury Duty. Employees subpoenaed as witness or called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as jurors or witness fees.

ARTICLE 7 – EMERGENCY AND PERSONAL LEAVE

Section 1. Emergency Leave. A full-time custodian may be granted a leave at the discretion of the Superintendent for sudden, unforeseen, and urgent occurrences requiring the custodian's immediate attention which cannot be resolved outside the regular work day.

Section 2. Personal Leave. Employees shall be granted two (2) personal days per year with the Superintendent's or designee's approval for twelve (12) month full-time employees. One prorated personal leave day will apply to part-time employees. Except in the case of an emergency, a three (3) day notice will be required.
Subd. 1. Part-time (12 month) employees must work a minimum of twenty (20) hours per week to be eligible for prorated emergency and or personal leave.

Subd. 2. Personal days shall not be granted for a day preceding or following a holiday or vacation or on the first and last day of school.

ARTICLE 8 – HOLIDAYS AND VACATION

Section 1. Holidays Defined. The following holidays are observed as days off for bargaining unit members: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Day, Memorial Day, Independence Day and two (2) floating holidays. If one of the above holidays falls on either a Saturday or Sunday, that day will be a holiday and the preceding Friday or following Monday will be granted as a day off if school is not in session.

Subd. 1. During the probationary year, an employee qualifies for their first (1st) floating holiday after three (3) months of employment. They will qualify for their second (2nd) floating holiday after six (6) months of employment.

Subd. 2. Floating holidays are subject to the approval of the appropriate administrator.

Section 2. Vacation. Each employee will be granted vacation based on continuous years of service with the School District from date of hire on the following basis:

Subd. 1. Employees with one (1) year of service will receive five (5) days of vacation.

Subd. 2. Employees with two (2) through nine (9) years of service shall receive ten (10) days of vacation.
Subd. 3. Employees with ten (10) through seventeen (17) years of service shall receive fifteen (15) days of vacation.

Subd. 4. Employees with eighteen (18) or more years of service, shall receive twenty (20) days of vacation.

Subd. 5. Employees shall not be allowed to have a vacation balance as of July 1, 2011 that would be greater than the amount in which they earn. E.x. any employee with four (4) weeks of vacation shall not have more than four (4) weeks in his/her balance come July 1 of any year. If due to circumstances beyond the control of the employee, which creates a situation where an employee may exceed this rule, an extension could be granted with the approval of the Superintendent.

Subd. 6. If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the prorate pay for used vacation time provided such employee provides the School District with at least two (2) weeks’ advanced written notice of the resignation time. This shall be applied and retroactive for any employee that resigned during the 2017 – 2019 contract years.

Section 3. Time of Vacations. Vacations will be granted upon request at the discretion of the Superintendent or their designee.

Section 4. Seniority. Employees shall be given preference as to vacation dates in accordance with their seniority status.

Section 5. Holiday Pay. Employees shall be paid time and one-half (1 1/2) plus regular pay for all hours worked on a holiday when school is closed.

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

**ARTICLE 9 - HOURS OF WORK**

**Section 1.** The basic work day shall consist of eight (8) consecutive hours excluding unpaid lunch, and the basic work week shall consist of five (5) consecutive work days of Monday through Friday. The work week shall be considered to start at 12:01 a.m. on Monday for the purposes of calculating overtime pay. Pay for holidays, vacation and sick leave shall be considered as hours worked for the purposes of calculating overtime.

**Subd. 1.** All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be computed at the regular rate and one-half (1/2) except that the District reserves the right to implement a four (4) day work week ten (10) hours per day or four (4), nine (9) hour days and one (1) four (4) hour day work week, during vacation periods upon five (5) working days' notice to unit members.

**Subd. 1a.** If an employee is required to return to work on a Friday during normal business hours during vacation periods, he/she shall receive their applicable rate of pay for actual hours worked. Call-back provision does not apply in these situations.

**Subd. 2.** No overtime will be paid unless it has been authorized by the Building Administrator or the Superintendent of School or their designee.

**Subd. 3.** Overtime shall be rotated among qualified employees as equitably as possible. If bargaining unit employees are unable to work, a part-time employee may be scheduled to cover the event.

**Subd. 4.** Working hours shall be determined by the Superintendent or his/her designee.
Section 2. Emergency School Closing.

Subd. 1. In the event of late starts for hazardous weather conditions, bargaining unit members responsible for snow removal shall report to work and clear snow as required and other employees will report to work at their regularly scheduled times.

Section 3. Call Back. Employees called back to work after completing his/her regular scheduled shift shall receive a minimum of one (1) hour at time and one-half (1-1/2) or actual hours worked at one and one half (1- 1/2) times the hourly rate of pay, whichever is greater.

Section 4. Weekend Boiler Checks. Employees required to make weekend boiler and or building checks during a heating season shall receive one (1) hour at one and one half (1- 1/2) times the hourly rate for each building check.

Section 5. The School District will give a two (2) week notice for permanent shift changes when possible.

Section 6. Employees who change bargaining units or move up a classification remain on the same step for the move as they are on at the time of the move. Employees moving down a classification will move down to the closest pay they are at, at the time of the move. In no way will an employee lose money. Their wage will be frozen until the rate of pay catches up to them.

ARTICLE 10 – WAGES

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

Section 2. New employees shall serve a twelve (12) month probationary period.

Section 3. Working Out of Classification. When an employee covered by this Agreement does the work of an employee in a higher classification, after the
fifth (5) consecutive day and/or ten (10) single days of absence in any fiscal year, the employee will receive the rate of pay closest to, but not lower than, their normal rate of pay in the higher classification.

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

Subd. 2. Regular scheduled vacation days shall be excluded from this provision.

Section 4. Wages. See Appendix "A" attached hereto.

Subd. 1. License Pay. All custodial employees are expected to obtain a first class boiler license within five (5) years from date of employment.

Effective
7/1/2019

1st Class C       $0.30 per hour
2nd Class C       $0.25 per hour
Special C          $0.15 per hour

Section 5. The School District shall pay an annual boiler license renewal fee for each employee covered by this agreement.

Section 6. The District shall upon successful completion of any job related class, reimburse employees covered by this agreement for tuition and books.

Section 7. Probationary period for change of classification will be ninety (90) days probationary. If the employee does not successfully complete the probationary period he/she shall have the right to return to his/her previous position.

Section 8. Uniform Allowance. Each fiscal year, custodians will be allotted a three hundred dollars ($300.00) uniform allowance. Reimbursement will be made when a receipt is submitted. Receipts must be dated within the current
fiscal year. There will be no carryover of the allotment between fiscal years. New employees will be prorated based upon the start date.

Section 9. Cell Phones. All Custodians shall be required to carry a personal cell phone while on duty. All Custodians shall receive a twenty dollar ($20.00) monthly stipend.

Section 10. Flex/Events Custodian. The Flex/Events Custodian will work a varied schedule with a four (4) week advance schedule being posted (alterations of this schedule shall only be made with the mutual agreement of both the District and the employee) in which the District will work to limit the amount of non-consecutive days off. Because of this varied schedule, overtime will be paid after forty (40) hours a week and ten (10) hours a day. The flex custodians will meet with the Director to establish an agreeable schedule.

Section 11. Letter of Assignment. All employees covered by this Agreement shall receive a letter of assignment for the upcoming school year by July 1st of each year.

ARTICLE 11 – GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance. The School District shall provide and pay $6,769.00 towards single health insurance and $10,519.00 towards family health insurance. Employees working at least thirty (30), but less than forty (40) hours per week shall receive contributions on a prorated basis based on the number of regular scheduled hours per year. Employees of this bargaining unit have the opportunity to continue on the School District health and hospitalization plan after retirement until they reach the age of sixty-five (65), the full amount of the premium would be paid for by the retiree. Any dollar amount remaining from the costs related to premiums for employees enrolled in District Insurance Plan with a Health Savings Account shall be applied to that employee’s Health Savings Account.
Section 3. VEBA Plan. For this contract the District's contribution to the VEBA plan shall be, one thousand two hundred dollars ($1200.00) for single and two thousand four hundred dollars ($2,400.00) for family. This amount will reduce the contribution to insurance premium.

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

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

Section 6. Long Term Disability. The School District will provide a plan, at the employee's expense, for each employee covered by this agreement. The plan shall be equal to sixty percent (60%) of the employee's wage to a maximum of one thousand five hundred dollars ($1,500.00) per month to age sixty-five (65).

Section 7. Dental Insurance. The District shall contribute three hundred fifty-eight dollars ($358.00) annually for the purchase of single dental insurance plan under the guidelines of the provider with the employee being responsible for any additional premium.

Section 8. Second School District Employee Insurance Coverage. If an employee's spouse works for the School District and is eligible for insurance, at the employee's request, the district will pool the spouse's employer contribution of insurance to offset the cost of any out-of-pocket expenses of the premium the custodian may have, up to the full premium amount. The District's contribution will not exceed the sum of Employers contribution for both parties and both parties must be on the District policy.
ARTICLE 12 – DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. It is understood that the work of a custodian or custodian-engineer shall include all maintenance work and repair work to maintain the building(s) in good condition.

Section 2. It shall be the responsibility of the building head or designee to check the boiler in their respective building on weekends and holidays during the heating season.

Section 3. Probationary employees may be laid off at any time upon the recommendation of the Superintendent of Schools or at the discretion of the School Board.

Section 4. New employees shall receive full benefits from the first date of employment.

Section 5. All new employees who work in excess of twelve (12) months shall be termed permanent employees and will be discharged only for cause. The causes for discharge are but not limited to:

Subd. 1. Immediate Dismissal, may be for but not limited to the following reasons:

A. Drinking or being intoxicated while on the job.
B. Clear insubordination (given a clear directive from administration and refusing to do the directive either by omission or commission.)
C. Conduct unbecoming a school district employee.
D. Willful neglect of duty (an assignment is given and without communication the employee chooses not to do the assignment, constitutes willful neglect of duty)

Subd. 2. Normal Disciplinary Procedures:

A. Oral reprimand (copy to Union office)
B. Written reprimand (copy to Union office)
C. Suspension or Demotion (copy to Union office)
D. Discharge (copy to union office)

Subd. 3. Oral Reprimands. An oral reprimand shall not become part of a custodian's official personnel record. However, records of an oral reprimand may be kept by his/her immediate supervisor, to document the oral reprimand, with a copy sent to the affected employee.

Subd. 4. Copy of Record. Each custodian shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the custodian.

Subd. 5. Right to View Record. The contents of an employee's personnel office record shall be disclosed upon his/her request and to the employee's IUOE Local 70 Representative upon the written request of the custodian.

Subd. 6. Employees shall be given a copy, upon request, of all or part of the personnel file at his/her own expense.

Section 6. Right to Union Representation.

Subd. 1. Union Present. The employee shall have the right to have IUOE Local 70 representation during an investigation that may lead to suspension, demotion or discharge action.

Subd. 2. Right to Grieve. The IUOE Local 70 shall have the right to take up a suspension and/or discharge or demotion as a grievance at the third (3rd) step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 7. Discharge of Permanent Employees. The School District shall not discharge any permanent employee without just cause. If the School District feels that it is just cause for discharge the employee shall be suspended for ten (10) working days and the employee and the IUOE Local 70 office will be
notified in writing that the employee is subject to discharge and shall be
furnished with the reason(s) therefore. Suspensions may be with or without pay.

Section 8. Probationary Employees. An employee under the provisions of this
Agreement shall serve a probationary period of twelve (12) months of
continuous service in the School District during which time the School District
shall have the unqualified right to suspend without pay, discharge or
otherwise discipline such employee; and during this probationary period, the
employee shall have no recourse to the grievance procedure, insofar as
suspension, discharge or other discipline is concerned. However, a
probationary employee shall have the right to bring a grievance on any other
provisions of the agreement alleged to have been violated.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 1. Grievance is any alleged violation of the existing conditions of
employment as defined in this Agreement.

Section 2. The employee, administrator, or School District may be
represented during the procedure by any person or agent designated by such
party to act in their behalf.

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

Step 1. An effort shall be made to first adjust a grievance informally
between the employee and the immediate supervisor. If the problem
cannot be resolved through informal discussion, then the formal
grievance shall be submitted in writing to the Superintendent or the
School Board’s Designee, setting forth the facts and the specific
provision(s) of the agreement allegedly violated and the particular relief
sought.
Step 2. Thegrieved party shall present the grievance in writing to the Superintendent. Time shall begin to elapse with the delivery of such written notice.

Subd. 1. Within ten (10) days the parties to the grievance shall meet.

Subd. 2. Within ten (10) days of the meeting in Step 1 thegrieved party shall be notified of the action to be taken by the person(s) who are alleged to violate District policies. Such notice shall be in writing.

Step 3. If the grievance is not resolved in Step 2 thegrieved party or their representative shall present the grievance in writing to the School board.

Subd. 1. Within fifteen (15) days of delivery of written notice of grievance to the School Board, it shall arrange a meeting with thegrieved party, or their representative.

Subd. 2. Upon conclusion of the meeting in part (Subd. 1) the School Board shall notify all parties in interest of its action within fifteen (15) days. This notification shall be in writing.

Section 4. Grievances will not be valid for consideration unless the grievance is submitted within twenty (20) days of the date the grievance arose. Failure to file any grievance within such period shall be deemed a waiver thereof.

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

Section 6.

Subd. 1. Time limits specified in this procedure may be extended by mutual agreement.
Subd. 2. Reference to days regarding time periods shall refer to working days. A working day is defined as all week days excluding Saturday, Sunday and any holiday listed in this agreement.

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

Subd. 4. All correspondence regarding School Board notices regarding this agreement shall be addressed to the Superintendent of Schools, 110 East Third Street, PO Box 389, Janesville, Minnesota, 56048.

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

Section 8. Mediation. Within ten (10) days of the Board's decision, prior to arbitration, either party may request that the grievance be heard by a mediator from the State of Minnesota, Bureau of Mediation Services. The mediator's decision is not binding on either party and in no way prevents the parties from filing for arbitration.


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

A. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Section 3, step 3, Subd. 2 of the grievance procedure.

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

C. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

D. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971.

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

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

G. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days submit a request for arbitration. Upon receipt of a list of arbitrators from the State Bureau of Mediation Services, the District and the IUOE Local 70 shall flip a coin to determine who shall strike first and the parties shall alternately strike until one (1) name remains. The remaining name shall be the arbitrator. The striking process shall be completed within twenty (20) days of receiving the list of arbitrators.

H. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts
3. Position of the grievant
4. Copy of the written grievance.

The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.
ARTICLE 14 – SENIORITY

Section 1. Definition. “Seniority” shall be defined as the length of continuous employment with the School District in a job classification covered by this Agreement.

Section 2. Seniority Date. Following completion of the probationary period, an employee's seniority date shall be established as of the first day of most recent employment in a classification covered by this Agreement.

Section 3. Loss of Seniority. Employees shall lose their seniority standing in the event of retirement, resignation, failure to return from lay-off, discharge, or a lay-off for more than twelve (12) months from the day of lay-off.

Section 4. Lay-off. In the event it is necessary to reduce the work force, employees shall be laid off by affected job classification in the inverse order of their seniority. A laid off employee shall have the right to replace any less senior employee in an equal or lower job classification if the employee has successfully completed a probationary or trial period in that classification.

Section 5. Recall. Employees on lay-off status shall have the right to be recalled from lay-off to positions in their former classification in the inverse order of seniority. The right to recall shall expire after twelve (12) months. Employees on a lay-off status shall have the personal responsibility to keep the School District informed of their address for the purpose of a recall notice. Notice of recall shall be by certified mail, return receipt requested, and in writing from the personnel manager. The notice shall include the date of return to employment and the job classification of the vacancy. Employees who do not report for employment within ten (10) calendar days as notified or who are on a lay-off status for more than twelve (12) months shall be terminated.

Section 6. Seniority List. The School District shall prepare a seniority list by each December 31st. A copy of the seniority list will be forwarded to the IUOE Local 70 and a copy given to each steward. Employees shall have fifteen (15) calendar days to begin an appeal of their seniority status through the grievance procedure. If no appeals are filed, the list shall be deemed correct as posted.
Section 7. Job Opening.

Subd. 1. Posting. The School District shall post all new or vacant positions on the District’s job posting website. All interested and qualified internal staff are welcome to apply and will be considered provided the online application is received by the deadline in the job posting. Positions will be posted for at least five (5) working days. Copies of the postings will be provided to the steward.

Section 8. Layoff Policy. Two criteria will be used to determine layoffs in the event of a reduction of staff. The two are:

1. Longevity in the bargaining unit; and

2. Certification. In the event that a reduction in staff is necessary, the individual with more years of service, from the date of hire, will remain in the employ of the School District providing that they have the correct training/licensure for the position. In the event that a less senior employee has a required license/certificate for the position, and a more senior employee, based upon their date of hire, does not possess the required license/certificate, the less senior employee will be retained, and the more senior employee will be released.

ARTICLE 15 – GENERAL POLICIES

Section 1. Use of School Facilities. The exclusive representative shall have the right to use District facilities when such equipment is not otherwise in actual use.

Section 2. School Admissions. All custodians and spouses shall be admitted free to all extra-curricular activities. (This does not include district, regional and state event.)
ARTICLE 16 – UNFAIR LABOR PRACTICES

Section 1. The School District and the IUOE Local 70 recognize that the Minnesota Public Employees Labor Relations Act (P.E.L.R.A.) in 179.A list specific activities that the School District and the IUOE Local 70 may not engage in. The School District and the IUOE Local 70 in the interest of serving the public agree not to encourage or participate in any activity which are listed in 179.68 as Unfair Labor Practices.

ARTICLE 17 – DURATION

Section 1. This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971 as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall be given written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

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

For: Janesville Waldorf Pemberton ISD # 2835  
Chairperson

For: International Union of Operating Engineers, Local 70  
David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Dan Wietman, Business Representative

Keith Wheelock, Union Steward

__________________________  
Date:

8/19/19

__________________________  
Date:

8/19/19

DM/DW/jcb/opeiu#12  
Contracts/JWP Custodian

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# SALARY SCHEDULE

<table>
<thead>
<tr>
<th>NAME</th>
<th>OCCUPATION</th>
<th>2019-2020 PAY RATE $0.65/HR</th>
<th>2020-2021 PAY RATE $0.65/HR</th>
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<tbody>
<tr>
<td>Cummings, Randy</td>
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<td>Wheelock, Keith</td>
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## Starting Rates of Pay: 2019 – 2021

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<th>Flex/Events Custodian</th>
<th>Maintenance Custodian</th>
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</thead>
<tbody>
<tr>
<td>$15.92</td>
<td>$16.75</td>
</tr>
</tbody>
</table>

**Longevity:** In addition to the wage rates shown above, employees with the following years of completed longevity eligibility years of service will receive the corresponding amount of longevity pay non-accumulating.

Employees longevity eligibility years of service will be determined as follows: Employees hired by the board prior to March 1, according to the approved Seniority List, will get credit for the year of service (July 1 to June 30) for purposes of longevity eligibility years of service only. Employees hired by the Board on March 1 or after will not get credit for that first year of service for purposes of longevity eligibility years of service only. Employees must work a minimum of 60 days (July 1 to June 30) to be credited for a longevity eligibility year of service.

| Beginning of the 11th year through the end of the 20th year | $0.30 per hour     |
| Beginning of the 21st year through the end of the 30th year | $0.60 per hour     |
| Beginning of the 31st year and following                  | $0.90 per hour     |

DM/DW/jcb/opeiu#12

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