SAINT PETER PUBLIC SCHOOLS
Agreement

with

Custodians, Custodian Engineers, Delivery Drivers and Housekeepers

2019-2020
and
2020-2021
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MASTER AGREEMENT WITH
CUSTODIANS, CUSTODIAN ENGINEERS,
DELIVERY DRIVER AND HOUSEKEEPERS

ARTICLE 1
PURPOSE

SECTION 1. PARTIES: This agreement is entered into between the School Board of Independent School District 508, Saint Peter, Minnesota, hereinafter referred to as the board, and the Local Union 70, International Union of Operating Engineers, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for custodians, custodian engineers, delivery driver and housekeepers of Saint Peter Independent School District 508 for the duration of this agreement.

ARTICLE 2
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the PELRA, the board recognizes Local Union 70, International Union of Operating Engineers, as the exclusive representative for custodians, custodian engineers, delivery driver and housekeepers employed by the Board of Independent School District 508, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this agreement.

SECTION 2. APPROPRIATE UNIT: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this agreement and the PELRA, and in certification by the Director of Mediation Services, if any.

ARTICLE 3
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, and the employer's personnel policies affecting the working conditions of the employees.

SECTION 2. DESCRIPTION OF APPROPRIATE UNIT: For purposes of this agreement, the term custodians, custodian engineers, delivery driver and housekeepers shall mean all persons in the appropriate unit employed by the board in such classifications excluding the following: confidential employees, supervisory employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or
35 percent of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character as defined by the PELRA.

SECTION 3. FULL-TIME EMPLOYEE: A full-time employee shall be any member who works at least eight (8) hours per day and a minimum of 2,080 hours per year including vacation days and paid holidays.

SECTION 4: OTHER TERMS: Terms not defined in this agreement shall have those meanings as defined by the PELRA.

ARTICLE 4
SCHOOL BOARD RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the 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 board and shall be governed by the laws of the state of Minnesota, and by board rules, regulations, directives, and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation, and duty of the board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this agreement and recognizes that the 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 effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of board 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 board.

SECTION 5. TERMINATION: The board reserves the absolute right to reduce the number of employees if it would result in a more efficient operation. However, other than reduction of staff, discontinuance of position, or release for health reasons, a member of the bargaining unit can be terminated from his/her position only for just cause.

ARTICLE 5
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 employee's 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 designated 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: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the board.

SECTION 3. REQUEST FOR DUES CHECK OFF: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt, by the building and grounds supervisor of Independent School District 508, on or before July 10, of a properly executed authorization card of the employee involved, District 508 shall deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided, in said authorization, in twelve (12) equal monthly amounts.

ARTICLE 6
RATES OF PAY

SECTION 1. RATES OF PAY:

Subd. 1. The wages and salaries reflected in the salary schedule, attached
hereto, shall be a part of the agreement for the period commencing July 1, 2019, to June 30, 2021. Wages shall be paid twice monthly, and all paychecks shall be deposited directly in the designated bank. (The 15th or the last banking day prior to the 15th and the last banking day of the month).

Subd. 2. Custodians upgrading their boiler license will have their wages adjusted the first of the month after they have provided the supervisor with a copy of their new license (or other acceptable statements of qualifications). Statements of qualifications which have not been submitted fifteen (15) days prior to the end of the month will be considered to have been received the following calendar month.

SECTION 2. OVERTIME:

Subd. 1. An employee covered by this contract who is directed to work beyond the regular forty (40) hour week shall receive a minimum of one (1) hour's pay.

Subd. 2. Overtime at the rate of time and one-half (1-1/2) shall be paid for work performed beyond the regular forty (40) hour week.

Subd. 3. All overtime for custodial employees, except in the case of an emergency, must be approved in advance by the building and grounds supervisor.

SECTION 3. OTHER PAY

Subd. 1. Shift Differential

1. An employee covered by this contract who works a night shift will be entitled to receive differential pay.

2. An employee who is regularly assigned to work a night duty shift (defined to be any shift, which starts after 12:00 PM) will be paid a shift differential per hour, as listed in the salary schedule.

3. All employees hired after July 1, 2019, must be full-time employees to be eligible to receive shift differential.

Subd. 2.

1. Employees who are "unassigned" (hours vary) will be entitled to additional pay per hour, as listed in the salary schedule, during the months they are
unassigned.

2. Employees who receive the unassigned stipend will not be eligible for shift differential.

Subd. 3. Boiler Checks and School Checks

1. The checking of boilers and school buildings on Saturdays, Sundays, and holidays shall be performed by custodian engineers (including building heads) on a rotation basis.

2. The custodian engineer performing said check-up of a building shall be paid a minimum of one (1) hour for each such building check.

3. For building checks conducted on a Saturday or Sunday, the custodial engineer shall be paid at the rate of one and one-half (1 1/2) times the employees hourly rate of pay.

4. For building checks conducted on a holiday, the rate of pay will be two (2) times the employee’s hourly rate of pay.

Subd. 4. Pool Duty-Employees assigned to maintain and/or operate the pool will be paid an additional stipend per hour, as listed in the salary schedule.

Subd. 5. Holiday Pay-For work performed on a holiday (as listed in Article 8, Section 3, Subd.2) of this agreement the employee shall receive two (2) times their regular hourly rate of pay.

Subd. 6 Licenses

1. The School District shall reimburse the employee’s boiler license renewal fee.

2. The School District shall reimburse the cost of the employee’s first time boiler examination fee.

3. Employees must provide proof of payment for the renewal fee and examination (test) fee to be reimbursed.

Subd. 7. Longevity (career increments)-As listed in the salary schedule.

Subd. 8. Substitute Custodians- The school district will make reasonable efforts
to provide substitute custodial service when such services are determined to be necessary. Reasonable efforts will include, but are not limited to, advertising for substitute custodians on a bi-annual basis, maintaining an updated list of individuals who agree to perform substitute custodial duties, and attempting to secure substitute services during long-term absences of custodial staff.

ARTICLE 7
GROUP INSURANCE

SECTION 1. SELECTION OF CARRIER: The selection of the insurance carrier and policy shall be made by the school board.

SECTION 2. HEALTH AND HOSPITALIZATION INSURANCE: The school district shall pay, up to a maximum of $12,500, towards the medical insurance premium at the VEBA level for full-time employees for both years of the contract. Employees may credit this amount towards the purchase of family insurance or any of the insurance plans offered by the school district.

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

SECTION 3. INCOME PROTECTION INSURANCE: The school district shall contribute a sum not to exceed $120 per year toward the premium of income protection insurance for all full-time custodians, custodian engineers, laundry workers, and housekeepers beginning sixty (60) calendar days after the injury or illness and extending to age sixty-five (65).

SECTION 4. LIFE INSURANCE: The school district shall contribute a sum equal to the premium for a $50,000 group life insurance policy for each full-time custodian, custodian engineer, delivery driver and housekeeper of the district for the term of this contract.

SECTION 5. DURATION OF INSURANCE CONTRIBUTION: An employee is eligible for board contributions 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 unless otherwise dictated by law.

SECTION 6. REDUCTION OF HOURS: Whenever a full-time employee's hours are reduced to the point where the number of hours falls below the minimum necessary to qualify for group insurance coverage, the exclusive representative will try to continue
health insurance with the group carrier at the employee's own expense, and the employer will assist in that endeavor. This provision shall also apply to employees who have experienced a reduction of hours placing them in this category as of the date of this contract. The employer will allow premiums to be paid by payroll deduction so long as the employee pays the entire premium.

SECTION 7: RETIREMENT: When an employee retires prior to age sixty-five (65), the employee will be allowed to continue in the district's group insurance plan providing the employee pays the cost of the group insurance premium.

ARTICLE 8
LEAVES OF ABSENCE

SECTION 1. SICK LEAVE:

Subd. 1. All regular employees working four (4) hours or less per day shall earn sick leave at the rate of one-half (1/2) day for each month of service in the employment of the school district. All regular employees working more than four (4) hours per day shall earn sick leave at the rate of one (1) day for each month of service in the employment of the school district. Sick leave shall accumulate to one hundred eighty (180) days.

Subd. 2. Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days. An employee will also be granted paid sick leave for absences due to illness of the employee's family member, in accordance with the current law.

Subd. 3. The board may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick-leave pay. The board, upon the recommendation of the building and grounds supervisor, shall make the determination as to the eligibility of an employee for sick leave provided, however, that any such determination shall be subject to grievance.

Subd. 4. In the event that a medical certificate is required, the employee will be so advised.

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

Subd. 6. Sick leave shall be approved only upon submission of a signed request
upon the authorized sick leave pay request form available at the office of the building and grounds supervisor.

Subd. 7. Sick leave may be used for an appointment with a specialist providing the employee, upon request, furnishes a statement from a qualified physician.

SECTION 2. SERIOUS ILLNESS AND DEATH LEAVE: An employee covered by this contract may be granted up to six (6) days of non-accumulative serious illness or death leave annually which may be used for serious illness or death in the immediate family. The immediate family shall include: spouse, father, mother, brother, sister, children, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other relative or non-relative living in the household with the employee. Three (3) of the six (6) days may be used for extended family or special friend. In the event of a second or any additional death to the following members of the immediate family: spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandchildren, or anyone residing in the household at the time of their death, additional leave will be granted not to exceed five (5) full days per death. Any additional days will be taken at full deduction in pay.

SECTION 3. SPECIAL LEAVE AND HOLIDAYS:

Subd. 1. A leave of absence without pay for personal reasons may be approved by the building and grounds supervisor.

Subd. 2. Full-time employees shall be granted a leave of absence with regular pay on the following holidays:

- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Presidents' Day
- Labor Day
- Thanksgiving Day and Friday After
- Martin Luther King Day (if school is not in session)
- Christmas Eve Day
- Christmas Day

Subd. 3. When any holiday falls on a Sunday, the following Monday shall be considered a holiday, and when any holiday falls on a Saturday, the previous Friday shall be considered a holiday. When school is in session on a designated holiday, except Martin Luther King Day, the district reserves the right to designate another day in lieu of the holiday.

Subd. 4. Holiday pay shall be considered hours worked for the purpose of computing overtime.
SECTION 4. WORKERS' COMPENSATION:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the school district, under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received, pursuant to the Workers' Compensation Act, by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' Compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall send a copy of the compensation check and said amount of workers' compensation payment will be deducted from gross wages on the paycheck for the absence.

SECTION 5. MATERNITY LEAVE:

Subd. 1. Sick Leave: An employee who is pregnant may use sick leave for that period of time allowed under the Family and Medical Leave Act. Any sick leave under this section is limited to the earned sick leave accrued at the time of taking the leave.

Subd. 2. Maternity Leave: An employee who is pregnant may take an extended maternity leave of absence provided she follows the procedure herein set forth.

Subd. 3. An employee shall be afforded a maternity leave of absence provided she follows the procedures outlined in this section. Failure to comply with provisions of this section shall constitute grounds for denying a maternity leave and under such circumstances; the employee's employment shall be terminated
by the school board.

Subd. 4. An employee who is pregnant may use sick leave as provided in Subd. 1 herein, or may take an extended leave of absence as herein provided, or resign her position.

Subd. 5. A pregnant employee shall notify the building and grounds supervisor in writing not later than the end of the fourth month of pregnancy and, also at such time, provide a physician’s statement indicating the estimated date of delivery of the child.

Subd. 6. The employee shall submit a written request to the building and grounds supervisor for a maternity leave including commencement date and return date, or, if the employee so elects, a written resignation, pursuant to the dates recommended by the building and grounds supervisor under Subd. 7 hereof.

Subd. 7. The effective beginning date of such leave and its duration, or resignation if the employee elects, shall be submitted by the building and grounds supervisor to the school board for its action. In recommending the date of commencement and duration of the leave or the effective date of the resignation, the building and grounds supervisor shall review each case on its individual merits taking into consideration the following:

1. The continuity of the employee's program
2. The desires of the employee
3. The individual capacity of the employee
4. The specific employment duties of the employee involved
5. The effect of the pregnant condition upon the employee's efficiency
6. The health and welfare of the employee or unborn child
7. The recommendation of the employee's physician, if any
8. The availability of a replacement

Subd. 8. In making a determination under Subd. 7 concerning the
commencement and duration of a maternity leave of absence, or resignation if the employee elects to resign, the school board shall not, in any event, be required to:

1. Grant any maternity leave for more than twelve (12) months in duration.

2. Permit the employee to return to her employment prior to the date designated in the request for a maternity leave, except in the case of stillbirth or miscarriage, in which event consideration for an earlier return would be given by the building and grounds supervisor.

Subd. 9. If the employee complies with all provisions of this section and a maternity leave is granted by the school board, the school board shall notify the employee in writing of its action.

Subd. 10. An employee returning from maternity leave shall be re-employed in a position for which she is qualified commensurate with a position occupied prior to the leave subject to the following conditions:

1. That her position in the district has not been abolished under the conditions covered in the article concerning unrequested leave of absence.

2. That she is able to perform the duties of the position.

3. That she returns on the date designated on the request for leave approved by the school district provided, however, that if complications develop as verified in writing by the employee's physician, which prohibit such return, the employee may extend her leave up to one (1) year from the commencement date of the leave.

Subd. 11. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the school district.

Subd. 12. An employee who returns from maternity leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for maternity leave.

Subd. 13. An employee on maternity leave is eligible to participate in group
insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she wishes to retain, commencing with the beginning of the maternity leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

Subd. 14. Any extended maternity leave as herein provided shall be without pay.

SECTION 6. LEAVE

Subd. 1. All employees who are employed for 1,225 hours or more shall be entitled to one (1) personal leave day per year accumulated to two (2) days per year at the discretion of the employee.

Subd. 2. At the beginning of each school year, all employees who are employed for 1,225 hours or more and who have been employed for seven (7) consecutive years by the School District shall be granted one (1) additional day of personal leave to be used at the discretion of the employee. The maximum number of personal leave days than can be carried over to subsequent years by the employee is two (2) days. The maximum number of days that may be used is four (4) days.

The leave may be used for situations that require the employee's personal attention and cannot be attended to when school is in session and not covered under other provisions of this agreement. Employees shall not be required to give personal leave reason. This leave time shall not be used as vacation time.

SECTION 7. SCHOOL CONFERENCE AND ACTIVITIES LEAVE: An employee will be granted school conference classroom activities leave in accordance with the current law.

ARTICLE 9
HOURS OF SERVICE AND VACATIONS

SECTION 1. BASIC WORKWEEK: The basic workweek shall consist of forty (40) hours, exclusive of lunch for all full-time employees. The basic work year is two thousand eighty (2,080) hours. Every four (4) years in Leap Year, there is one (1) extra day of salary.

SECTION 2. PART-TIME EMPLOYEES: The school board reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

SECTION 3. SHIFTS AND STARTING TIME: All employees will be assigned starting
time and shifts as determined by the school board.

SECTION 4. LUNCH PERIOD: Employees shall be provided a duty free lunch period of at least thirty (30) minutes.

SECTION 5. SCHOOL CLOSINGS: In the event of an emergency or other cause for school closing, regular working hours shall be maintained whenever possible; however, no custodian, custodian engineer, delivery driver or housekeeper employee need report to work until roads are clear and open for travel. There will be no loss in pay for time missed because of the emergency.

SECTION 6. VACATIONS:

Subd. 1. Full-time custodians, custodian engineers, delivery drivers and housekeepers who are regularly employed throughout the year shall receive one (1) day of vacation with regular pay for each month of employment.

- After five (5) years, the employee shall receive one and one-fourth (1-1/4) days of vacation with pay for each month of employment.

- After fourteen (14) years with the employer, the employee shall receive twenty (20) days of paid vacation.

- After twenty-five (25) years with the employer, the employee shall receive twenty-five (25) days of vacation.

Subd. 2. Only regular working days are considered as vacation days.

Subd. 3. Vacation time or sick leave does not accrue for that period of time during which an employee is granted a leave of absence, except in the case of military leave.

Subd. 4. Vacation time accumulates from July 1 to June 30 of the following year. Employees may carry over five (5) days vacation time. All vacation needs to be approved by the buildings and grounds supervisor. The buildings and grounds supervisor will consult with head building custodians prior to approval or denial of vacation request. Vacation requests made by April 1st preceding the contract year will be approved on a seniority basis.

Subd. 5. Any employee covered by this contract may take earned vacation time during the year. The district reserves the right to approve or disapprove such scheduled vacation time based upon their personnel needs to keep the school
maintained and safe.

**ARTICLE 10**

**UNIFORMS**

The school district will provide six (6) uniforms for each regularly employed custodian and custodial engineer. Delivery Drivers and housekeepers shall also be provided uniforms. Replacement uniforms will be provided upon request and return of the unusable uniform and the approval of the building and grounds supervisor. Uniforms may be worn on the way to work, at work, and/or home after work but shall not be worn at any other time, specifically not at other employment. Due to safety, security, and uniformity needs, the district requires that uniforms be color coordinated with the words Saint Peter Public Schools printed on the shirt. When changing vendors for uniforms, custodians will have the opportunity to provide input. The school district will attempt to purchase uniforms made in the United States of America.

**ARTICLE 11**

**RETIREMENT**

SECTION 1. Upon retirement at the age of fifty-six (56) or thereafter, or disablement of an employee, a full-time custodian, custodian engineer, laundry worker, or housekeeper shall be paid thirty-five dollars ($35) per day for each day of accumulated unused sick leave up to a maximum of one hundred eighty (180) days. Upon retirement at the age of fifty-six (56) or thereafter, or disablement of an employee, a part-time custodian, custodian engineer, delivery driver, or housekeeper shall be paid twenty dollars ($20) per day for each day of accumulated unused sick leave up to a maximum of one hundred eighty (180) days. In the case of the death of a retiring employee, all unused sick leave will be paid to the employee’s beneficiary.

SECTION 2. Any full-time employee who has been employed for ten (10) consecutive years by the school district may retire at the end of the school year he or she reaches the age of fifty-six (56). Upon retirement the school district will set aside $15,000 that may be used by the employee to purchase continuing medical insurance coverage in any of the school district’s medical insurance policies. This includes the VEBA 834, 835 or Medicare (if eligible). In the event of the employee’s death, this benefit ceases. With regard to life insurance at the time of retirement, the school district will continue to pay life insurance premiums for up to five (5) years after retirement or age sixty-five (65), whichever comes first.
ARTICLE 12
JURY DUTY

SECTION 1. All unlicensed employees of School District 508 shall continue to receive their regular compensation when called for jury duty. A deduction shall be made equal to the compensation paid by the court to the employee, except for mileage and any meal allowance.

ARTICLE 13
DISCIPLINE

SECTION 1: Employee discipline will be in one or more of the following forms: Verbal reprimand; Written reprimand; Suspension; Demotion; Discharge.

SECTION 2: All discipline will be documented. A copy will be provided to the employee and a copy will be provided to the union. The original becomes part of the employee’s personnel file.

SECTION 3: The employer may discharge any employee immediately, without benefit of the normal reprimand procedures, for just cause.

SECTION 4: Employees may examine their own personnel files at reasonable times under the direct supervision of the school district.

SECTION 5: An employee subject to an investigative interview by the employer where the result of the interview could result in the discipline of the employee has the right to union representation during the interview.

ARTICLE 14
GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

SECTION 2. REPRESENTATIVE: The employee, administrator, or board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

SECTION 3. DEFINITIONS AND INTERPRETATIONS:
Subd. 1. Extension: Time limits specified in this agreement may be extended by mutual agreement.

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

SECTION 4. TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the building and grounds supervisor, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the building and grounds supervisor.

SECTION 5. ADJUSTMENTS OF GRIEVANCE: The board and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the building and grounds supervisor, or the building and grounds supervisor's designee, shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the board committee thereof, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the board committee, the board shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the board
committee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the board shall set a time to hear the grievance within twenty (20) days after a receipt of the appeal. Within twenty (20) days after the meeting, the board shall issue its decision in writing to the parties involved. At the option of the board, a committee of representative(s) of the board may be designated by the board to hear the appeal at this level, and reports its finding and recommendations to the board. The board shall then render its decision.

SECTION 6. SCHOOL BOARD REVIEW: The board reserves the right to review any decision issued under Level I or Level II of this procedure provided the board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the board reviews a grievance under this section, the board reserves the right to reverse or modify such decision.

SECTION 7. DENIAL OF GRIEVANCE: Failure by the board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

SECTION 8. ARBITRATION PROCEDURES: In the event that the employee and the board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to M.S. 179.70, subd. 4, providing such request is made within twenty (20) days after request for
arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

1. 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 board, the submission of the grievance which shall include the following:

   a. The issues involved
   b. Statement of the facts
   c. Position of the grievant
   d. The written documents relating to Section 5, Article XII of the grievance procedure

2. The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before her/him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.
Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

ARTICLE 15
SENIORITY

SECTION 1. PROBATION PERIOD

Subd. 1. The first nine (9) months of employment shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the district and cannot bid on any job posting. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the district.

Subd. 2. Beginning January 1, 2020, all new hire custodians will be required to obtain a State of Minnesota Special Engineer License within nine (9) months from their date of hire.

Subd. 3. Failure to obtain the license may result in termination. The school district may, at its own discretion, extend the nine (9) month timeline. The extension will be put in writing with a new timeline and signed by the district, the employee, and the Union.

SECTION 2. LOSS OF SENIORITY:

Subd. 1. Seniority shall be lost by any of the following:

1. Voluntary quit
2. Discharge

3. Failure to report for work within seven (7) working days of mailing notification of recall from lay-off

4. Lay-off for more than 24 months

Subd. 2. Promotional Seniority: If an employee is assigned to a supervisory position with the school district, that employee will retain their bargaining unit/classification seniority at the time of their promotion for 24 months, but shall not earn additional seniority time.

SECTION 3. LAY-OFF:

Subd. 1. Definitions: Seniority shall be defined as the total length of service from most recent date of hire an employee has with the school district in all positions covered by this contract.

Subd. 2. Notification: In the event lay-off becomes necessary the school district shall notify the union office and the employees involved at least thirty (30) calendar days in advance.

Subd. 3. Lay-off: In the event of a lay-off, the employee with the least seniority in the unit will be laid off first, provided other employees are qualified to do the work of the employee being laid off.

Subd. 4. Recall: Employees shall be recalled in the reverse order of lay-off; the last employee laid off shall be the first recalled.

Subd. 5. Temporary Lay-off: This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility or damages from natural or unnatural disasters.

SECTION 4. JOB OPENINGS:

Subd. 1. Posting: In the event of a job opening and/or a new position, said job opening and/or new position will be posted within five (5) working days of event. The job shall be posted for a period of five (5) working days. Bargaining unit members shall be given the opportunity to bid for job openings.
Subd. 2. Filling Vacancies: When a qualified employee bids for a position in the same or a lower classification, seniority will be the main factor in filling the vacancy. When an employee bids for a position in a higher classification the employer will fill the position with the most qualified employee from the unit, however, the district reserves the right to hire outside the unit if such an applicant is more qualified. Under any circumstances if qualifications are substantially equal, the district personnel director will give preference to the senior employee. An employee not given a position may request a written explanation.

The district will consult with the building head for input before making a decision on qualifications and the filling of a vacancy. The exclusive representative will be notified within 15 days of a new employee being hired, or when a current employee accepts a new position or terminates their employment. For new hires or reassigned employees, the school district will also provide notification of the employees’ name, title and new rate of pay.

SECTION 5. SENIORITY LIST: The employer agrees to prepare and post a seniority list covering all employees in the classifications covered by this contract. The seniority list shall be prepared and posted every year. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct. The union and union steward shall be furnished in January of each year a current list of employees in the bargaining unit showing their date of hire and position held. Upon request of the union steward, the seniority list shall be updated. The exclusive representative will be provided with a copy of the seniority list.

SECTION 6. SENIORITY TIES: In the event more than one employee has the same seniority date, seniority ranking shall be determined by a random drawing conducted by the union. The school district shall have the right to have a representative present during the drawing.

ARTICLE 16
PUBLIC OBLIGATION

SECTION 1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

SECTION 2. The exclusive representative agrees, therefore, that during the term of this contract neither the exclusive representative nor any individual employee shall engage
in any strike as defined by the PELRA. The parties agree that procedures affecting this article are provided for by the PELRA, and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE 17
MILEAGE

SECTION 1. Custodians required to use their personal car for school district business will be paid at the rate established by the school district. The district will pay a minimum of $1.00 for any school district travel for each start-up.

ARTICLE 18
DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS: This agreement shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiation more than ninety (90) days prior to the expiration of this agreement.

SECTION 2. EFFECT: This agreement constitutes the full and complete agreement between the board and exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersedes any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with those provisions.

SECTION 3. FINALITY: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement.

SECTION 4. SEVERABILITY: The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.
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IN WITNESS WHEREOF, The parties have executed this agreement as follows:

For Operating Engineers Local 70 508

David B. Moreno
Union's Business Manager

Linda Powers
Union's President

Michael H. Vella
Union's Recording Secretary

Job Site Steward

Business Representative

For Independent School District

Board Chairperson

Board Clerk

Board Approved:

Dated: 2/18/20, 2019
in any strike as defined by the PELRA. The parties agree that procedures affecting this article are provided for by the PELRA, and, therefore, shall not be subject to the grievance or arbitration procedure.

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# Salary Schedule

## Delivery Drivers, Housekeepers, Custodians, Custodian Engineers

<table>
<thead>
<tr>
<th>YEAR</th>
<th>DELIVERY DRIVER</th>
<th>HOUSEKEEPERS</th>
<th>CUSTODIANS</th>
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<td>2019-2020</td>
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<td>Step 1/$15.79</td>
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<td>Step 2/$16.10</td>
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### Custodian Engineer

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<td>Step 1/$17.75</td>
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<td>Step 2/$16.74</td>
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### Head Custodian

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<th>Year</th>
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### Other Pay

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<tr>
<td>2020-2021</td>
<td>$1.03</td>
<td>$1.24</td>
<td>$0.65</td>
</tr>
</tbody>
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### Eligibility

- 1,566 hours (8 hours per day for 9 months)
- As assigned

A. Effective July 1 of each year
B. Step 1: Date of Hire
C. Step 2: Beginning of the employees 2nd year of employment
D. When a custodian fills in for a custodian engineer for more than four (4) hours at a time, the custodian will receive the custodian engineer rate of pay. When a custodian or custodian engineer fills in for a head custodian for more than four (4) hours at a time, the custodian or custodian engineer will receive the head custodian rate of pay.
E. Employees who are certified to remove asbestos will be paid 1 ½ of their hourly rate (time and a half) when assigned to work with asbestos. Employees who are not certified will not be assigned to do asbestos work.
F. Head building custodians shall possess, at a minimum, a First-Class C boiler license.
### LONGEVITY

- End of 5th year of employment $0.25 per hour
- End of 10th year of employment $0.50 per hour
- End of 15th year of employment $0.75 per hour
- End of 20th year of employment $1.00 per hour

*Longevity shall not be cumulative*
LETTER OF AGREEMENT
Between
Custodians, Custodian Engineers, Delivery Drivers and Housekeepers
AND
Saint Peter Public Schools

The following employees,
1. Joseph De La Cruz
2. Gary Otero
3. Brandon Pafgett
4. Abdurahuan Sulaiman

Shall have nine (9) months from the signing date of this contract to obtain their State of Minnesota Special Engineer License.

Failure to obtain the required license shall result in the employee being paid at the custodian level on the wage scale.

For: Saint Peter ISD
ISD #508

Jeffrey Olson, Superintendent
Date: 1-28-20

Marc Bachman, Operations and Maintenance Supervisor

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

David Monsour, Business Manager
Date: 2-18-20

Drew Brodeen, Business Representative

Mike Keller, Steward