AGREEMENT

between

TRI-CITY UNITED ISD #2905

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

CUSTODIANS

July 1, 2018 through June 30, 2020
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ARTICLE 1 – PURPOSE

This Agreement has been entered into between Independent School District No. 2905, Montgomery, Minnesota, hereafter referred to as the Employer or School District, and Local Union No. 70, International Union of Operating Engineers, AFL-CIO, hereafter referred to as the Union. This Agreement has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, benefits, hours of work, and other conditions of employment. The parties hereto pledge that they shall pursue the above objectives in full compliance with the requirements of the Public Employment Labor Relations Act of the State of Minnesota of 1971, as amended.

ARTICLE 2 – RECOGNITION

Section 1.

Subd. 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, benefits, hours and other conditions of employment for all of its employees covered by this Agreement.

All regular and probationary Custodian, Custodian Maintenance, and Engineer, who are employed by Independent School District No. 2905, and whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory, managerial and confidential employees.

Subd. 2. The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this Agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Relations Act to accomplish said objective.
Section 2. Full-Time Employees. Full-time employees shall be considered as any employee working forty (40) or more hours per week. Full-time year round and school year employees receive benefits of the master contract.

Section 3. Part-Time Employees. Part-time employees working less than forty (40) hours but more than fourteen (14) hours per week, per PELRA threshold, in year round or school year schedules shall receive benefits on a prorated basis based on the number of hours of his/her regular shift.

Section 4. Part-Time Employees. Working less than fourteen (14) hours per week, per PELRA threshold, receives no benefits of the master contract other than salary.

Section 5. Substitute Employees. Receives no benefits of the master contract other than salary.

ARTICLE 3 – SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion of 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 and all management rights and management functions not expressly delegated in this Agreement.

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 District.

Section 3. Effect of Laws, Rules and Regulations. The exclusive representative recognizes that all employees covered by the Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school.
District. 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
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 effect.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of
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 Board.

ARTICLE 4 – DUES DEDUCTION

Section 1. 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, pursuant to PELRA. Upon receipt of a properly
executed authorization card of the employee involved, the School District will
deduct from the employees paycheck the dues that the employee has agreed
to pay to the employee organization during the period provided in said
authorization. Initiation fees, dues and other assessments shall commence
thirty-one (31) days from date of employment.

The exclusive representative hereby warrants and covenants that it will
defend, indemnify, and save the School District harmless from any and all
actions, duties, claims, damages, judgements and executions or other forms of
liability, liquidated or unliquidated, which any person may have or claim to
have, now or in the future, arising out of or by reason of the deduction of the
fair share fee specified by the Exclusive Representative as provided herein.
Section 2. Union Notification. The Employer will notify the Union office within fourteen (14) days of all new hires. The notification will include the employee’s name, date of hire, classification, address, rate of pay, hours per day and hours per year. The Employer will also notify the Union office of all employees whose employment with the District has been terminated.

ARTICLE 5 – SENIORITY

Section 1. Seniority.

Subd. 1. Seniority shall be defined as the preference to which an employee is entitled in connection with lay-off and recall, in recognition of his/her length of service with the Employer. Seniority shall, for the purposes of lay-off and recall, be determined based on the date of hire with the School District in a position covered by this Agreement.

Subd. 2. Loss of Seniority: Seniority shall be lost by any of the following:

1. Voluntary quit.
2. Discharge for just cause.
3. Lay-off for more than twelve (12) months.

Subd. 3. The employee with the least seniority in the affected classification shall be laid off first and upon recall, employees with the most seniority shall be considered for recall first. 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 a natural or unnatural disaster.

Subd. 4. Should a position held by an employee covered by this Agreement be eliminated, the employee shall have the right to bump (displace) any employee with less seniority in a position of equal or lower rate of pay. Any employee bumped (displaced) shall have the right to bump (displace) any other employee with less seniority who is in a position of equal or lower rate of pay. In order for an employee to
exercise his/her right to bump a less senior employee, he/she must have the necessary qualifications to do the work.

Subd. 5. In the event of a lay-off, temporary and less than full-time employees shall be laid off before any full-time or part-time employee working six (6) hours or more per day is placed on lay-off status.

Subd. 6. In the event of a lay-off the Employer shall notify the Union Office and the employees at the earliest opportunity. Under no circumstances shall this notification be less than thirty (30) calendar days. Thirty (30) day notification will not be required in case of a teachers' strike.

Section 2. Job Openings.

Subd. 1. Seniority as defined in Section 1 shall apply for bidding on job openings.

Subd. 2. In the event of a job opening, the job shall be announced by bulletin for a period of five (5) working days and qualified employees in the bargaining unit shall be given the opportunity to express interest and apply for the position. All job openings will be filled as soon as can practically be accomplished.

Section 3. Posting Seniority List. The Employer agrees to prepare and post a Seniority List of all employees covered by this Agreement. The Seniority List shall be prepared and posted every year in January. 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.
ARTICLE 6 – LEAVES OF ABSENCE

Section 1. Sick Leave. Sick leave shall be granted to all bargaining unit employees, who shall accumulate sick leave on the basis of one (1) day per month employed, and leave shall accumulate to 105 days.

Subd. 1. Less than full-time employees shall accrue sick leave on a prorated basis based on the number of hours of his/her regular shift. When any employee is absent on sick leave which will be compensated for by worker's compensation supplied by the School District, then the employee's pay for sick leave days used as provided in these regulations, will supplement the worker's compensation pay only to the extent of the employee's daily wage for an eight (8) hour day.

Employees covered by this contract shall be granted sick leave under the following circumstances:

1. Personal illness of the employee.
2. Care of Relative

Section 2. Care of Relatives. As defined by Minn. Stat. § 181.9413, an employee may use personal sick leave benefits provided by the Employer for absences due to an illness or injury to the employee’s child, as defined in Section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step parent, for reasonable periods of time as the employee’s attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee’s own illness or injury. This Section applies only to personal sick leave benefits payable to the employee from the Employer's general assets.

Section 3. Family and Medical Leave.

Subd. 1. Pursuant to the Family and Medical Leave Act, P.L. 103-3, 1993, an eligible employee shall be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with:

1. the birth and first-year care of a child;
2. the adoption or foster placement of a child;
3. the serious health condition of an employee's spouse, child or parent, and
4. the employee's own serious health condition.

Subd. 2. During such a leave, eligible employees shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. The employee may elect, or the School District may require the employee, to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this section. However, nothing herein, nor any other provision of this Agreement, shall require the School District to combine leaves for a period of time that exceeds 12 weeks.

Subd. 5. The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

Section 4. Bereavement Leave.

Subd. 1. Bargaining unit employees shall be allowed full pay for reasonable time, not to exceed five (5) days of absence caused by the death of the employee's spouse, child, parents, or step-parents or step-child. Less than full-time employees shall be granted bereavement leave on a prorated basis based on the number of hours of his/her regular scheduled shift.
Subd. 2. Bargaining unit employees shall be allowed full pay for reasonable time, not to exceed three (3) days of absence, or, if the services are more than 200 miles away, up to five (5) days for death in the family or spouse's family, which shall be defined as spouse's mother, father, step-parent, and the employee's or spouse's sister, brother, grandparents, and grandchildren.

Subd. 3. One (1) day is allowed for aunts or uncles.

Section 5. Personal Leave. One (1) day of personal leave may be granted to all bargaining unit employees annually, (July 1 through June 30) non-accumulative. Less than full-time employees shall be granted one (1) day of personal leave on a prorated basis based on the number of hours of his/her regular scheduled shift. Requests for personal leave days must be made using the proper District procedure at least three (3) days in advance. In emergency situations, with the approval of the supervisor, this three (3) day requirement may be waived. The assigned custodial union steward may request on behalf of an individual member that their membership contribute unused personal leave to meet the needs of one of their members who has utilized all personal leave days. All such requests will be made in writing and shall come from the assigned custodial union steward. The name of the contributing and recipient employees will be submitted to the School District prior to the leave taking effect.

Section 6. Jury Duty. An employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation.

Section 7. Full Day School Closing Due to Severe Weather. Report to work as usual, unless otherwise notified. In the event that an employee is not able to report to work because of hazardous roads, employees may use up to one-half (1/2) day, four (4) hours of vacation time, which needs to be approved with the TCU IT/Facilities Director or Designee as early as possible, prior to the shift.
ARTICLE 7 – HOLIDAYS AND VACATIONS

Section 1. Holidays. The following holidays are observed as days off for bargaining unit employees. Less than full-time employees shall receive pay for holidays listed on a prorated basis based on the number of hours of his/her regular scheduled shift:

- New Year's Day
- Good Friday
- Memorial Day
- Fourth of July*
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

* Employees would need to be working in July to be eligible for this Holiday.

Subd. 1. If one of the above falls on either Saturday or Sunday, that day will be a holiday and the preceding Friday or Monday may be granted as a day off if school is not in session. Employees shall be on the payroll at the time of the paid holiday. Holidays shall be considered hours worked for the computing of overtime.

Subd. 2. Two (2) floating holidays per year per permanent employee shall be granted. Unless otherwise approved by the Supervisor, only one employee shall be permitted to use his/her floating holiday on any given day. Employees shall be given preference as to floating holidays in accordance with their seniority status. Requests for floating holidays must be made using the proper District procedure at least three days in advance of the requested floating holiday. In emergency situations, with the approval of the supervisor, this three (3) day requirement may be waived.

Subd. 3. Floating holidays may be carried over beyond June 30, any and all hours carried over must be used by the start of school or hours will be forfeited, unless approved by the Supervisor.
Subd. 4. In the event that school is conducted with students and/or staff on one of the holiday's, the District will designate another day as a paid holiday.

Section 2. Vacation. Each bargaining unit year-round employee will be granted vacation on the following basis. Less than full-time employees shall be granted paid vacation as per schedule on a prorated basis based on the number of hours of his/her regular scheduled shift:

<table>
<thead>
<tr>
<th>Vacation Time</th>
<th>Years of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 weeks</td>
<td>1 – 7 years</td>
</tr>
<tr>
<td>3 weeks</td>
<td>8 – 14 years</td>
</tr>
<tr>
<td>4 weeks</td>
<td>15 plus years</td>
</tr>
</tbody>
</table>

Subd. 1. Vacation pay will be paid on a straight time basis of a normal week (40 hours).

Subd. 2. Employees shall be given preference as to vacation dates in accordance with their seniority status until May 15th each year.

Subd. 3. At the Supervisor's discretion employees will be able to utilize their vacation all year round. Employees must submit their vacation requests by giving a two week notice and the supervisor will respond to the request within one week from receiving it. An employee will be paid for all earned vacation when an employee leaves.

Subd. 4. A maximum of forty (40) hours may be carried over beyond June 30, any and all hours carried over must be used by November 1st or hours will be forfeited.

Subd. 5. Vacation time may not be used during an employee's initial probationary period.

Subd. 6. Employees who work less than a full contract year due to a mid-year hire or employment ending, will earn vacation on a prorated basis based upon the anticipated number or actual number of contracted days completed.
ARTICLE 8 - HOURS OF WORK

Section 1. The basic work week for full-time employees shall consist of forty (40) hours.

Section 2. The basic work day for full-time employees shall consist of eight (8) hours per day plus a thirty (30) minute, unpaid, duty free lunch.

Section 3. All work performed in excess of the forty (40) hours per week shall be computed at the regular time and one-half rate. Vacation or Sick Leave is not counted in the figuring of overtime hours. No overtime will be paid unless it has been specifically authorized by the Superintendent of Schools or Designee.

Section 4. If an employee is called back after hours or on weekends, one (1) hour minimum pay at time and one-half will be provided.

Section 5. Working hours shall be determined by the Supervisor or Designee.

Section 6. During the summer months employees have the option to work four (4) ten (10) hour days at the Supervisors discretion and prior approval.

ARTICLE 9 - PROBATIONARY PERIOD

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve an initial probationary period of one hundred twenty (120) working days 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 contract alleged to have been violated. Employees will be paid ninety percent (90%) of the bargained wage of the position until they complete their probationary period.
Section 2. Probationary Period – Change of Classification. In addition to the initial probationary period, an employee transferred or promoted to a different classification, shall serve a new probationary period of sixty (60) working days in any such new classification. An employee transferred or promoted during his/her initial probationary period shall be required to complete the initial probationary period of one hundred twenty (120) working days and also complete the change in classification probationary period of sixty (60) working days, for a total of one hundred eighty (180) working days. During this sixty (60) day probation period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall reassign the employee to his/her former classification. During this sixty (60) day probationary period, if the employee determines that the new classification is unsatisfactory, the School District shall reassign the employee to his/her former classification.

Section 3. Completion of Probationary Period: An employee who has not completed the probationary period may be suspended without pay, discharged, or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

ARTICLE 10 – GENERAL

Two (2) union meetings will be granted on company time annually, not to exceed thirty (30) minutes in length. The Superintendent of Schools is to be notified of the meeting times and places in advance of the scheduled meeting.

ARTICLE 11 – DISCIPLINE

Section 1. The Employer will discipline employees for just cause only. Discipline will be in the form of:

1. Oral reprimand; (reference to the fact that a reprimand was given and the notification date, with no reference to the reason will be
placed in the employee’s personnel file)
2. Written reprimand;
3. Suspension;
4. Discharge.

Section 2. A notice in writing of suspensions, reductions and discharges shall be sent to the employee and the Union seventy-two (72) hours after such action is taken.

Section 3. Employees and the Union will receive copies of written reprimands and notices of suspension and discharge.

Section 4. Employees may examine all information in their Employer personnel file that concerns work evaluations, commendations and/or disciplinary actions. Files may be examined at reasonable times under the direct supervision of the Employer.

Section 5. Discharges will be preceded by a five (5) day preliminary suspension without pay. During said period, the employee and/or Union may request and shall be entitled to a meeting with the Employer representative who initiated the suspension with intent to discharge. During said five (5) day period, the Employer may affirm the suspension and discharge in accordance with Civil Service Rules or may modify or withdraw same.

Section 6. An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that a Union representative be present.

Section 7. Employees who are suspended, demoted or discharged shall have the right to request that such actions be considered a "grievance" for the purpose of processing through the provisions of Article 11 (Grievance Procedure). Oral reprimands will not become part of the employee's permanent file and shall be subject to the grievance review procedures through Step 3 only.
ARTICLE 12 – ASSIGNMENT AND TRANSFER

The School District reserves the prerogative to rotate or assign employees.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School 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 school 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. Definition 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 day. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which even 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 bears a dated postmark of the United States 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 School Board's designee, 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 within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter 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 School Board's designee.

Section 5. Adjustment of Grievance. The School 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 School Board 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 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision of Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee 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 Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. All mediation sessions shall be conducted in accordance with PELRA 1971, and services to be those as provided by the Bureau of Mediation, State of Minnesota. A request for mediation may be made within ten (10) days following decision in Level II of grievance procedure. Such request must be filed in writing in the office of the Superintendent of Schools. No grievance will be considered for
mediation which has not been duly processed in accordance with the grievance procedure and appeal provisions as provided in this agreement. If not resolved in Level III, the grievance will be referred to arbitration by the mediator and Level IV will be followed.

Subd. 4. Level IV. In the event the grievance is not resolved in Level III, the decision rendered may be appealed to the School Board, provided such appeal is made in writing five (5) days after receipt of the decision in Level III. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this Level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II or this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance. Failure by the School 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 Procedure. In the event that the employee and the School 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 Superintendent within ten (10) days following the decision in Level III of the Grievance Procedure.
Subd. 2. Procedure Required. No grievance shall be considered by the arbitrator which 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 P.E.R.B. to appoint an arbitrator, pursuant to M.C. 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 P.E.R.B. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information.

A. 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. The written documents relating to Section 5, Article 11 of the grievance procedure.

B. 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 denovo.

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

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 food and expenses of the arbitrator, and cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of the 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 Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.
ARTICLE 14 – WAGES, SALARY SCHEDULE, PREMIUM PAY

Section 1. Wages.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective July 1, 2018</th>
<th>Effective July 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Regular Rate</td>
<td>Probationary Rate</td>
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<tr>
<td>Lonsdale Engineer</td>
<td>$17.69</td>
<td>$15.94</td>
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<tr>
<td>Le Center Engineer</td>
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<tr>
<td>Montgomery Engineer</td>
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<tr>
<td>Custodial/Maintenance</td>
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<td>$15.11</td>
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<tr>
<td>Custodian Full-Time &amp; Part-Time</td>
<td>$14.88</td>
<td>$13.40</td>
</tr>
</tbody>
</table>

Section 2. Premium Pay. Premium pay as listed shall be paid, in addition to the appropriate hourly rate, to all bargaining unit employees holding the following state licenses. The employee will receive the added hourly rate of pay for the highest license obtained. Engineer positions must possess a minimum of a 2nd Class Engineer License.

- Chief Engineer License Holder $0.40 per hour
- First Class Engineer License Holder $0.30 per hour
- Second Class Engineer License Holder $0.25 per hour
- *Special Engineer License Holder $0.10 per hour

*This premium pay sunsets and only applies to current employee who possessed this license as of July 1, 2018.

An employee who works a shift that has at least two (2) hours of their regular shift past 7:00 P.M. shall be entitled to a compensation of $0.75 per hour as shift differential for hours past 2:00 P.M. An employee working these hours shall receive differential from September 1st through May 31st even though there may be occasional days when an employee will work a different shift (Article 7).

Shift Differential $0.75 per hour

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The certifications and pay below will be in addition to the licenses and compensation listed above.

Asbestos Certification (only when required) $0.17 per hour  
Pool Certification (only when required) $0.25 per hour

**Subd. 1. Weekend and Holiday Checks.** A minimum of one and one half (1 ½) working hours at Lonsdale, two (2) working hours at Le Center, and two and one half (2 ½) working hours at Montgomery, will be paid for scheduled and approved weekend and holiday building checks. During this time tasks and duties may be assigned.

**ARTICLE 15 – BENEFITS**

**Section 1. Health and Hospitalization Insurance.**

**Subd. 1. Benefit Eligibility.**

A. Employees performing services for the District for thirty (30) or more hours per week shall receive the full contribution for Health Insurance and Life Insurance.

B. Employees working less than thirty (30) but not less than twenty (20) hours per week shall receive a pro-rated contribution.

**Section 2. Health Insurance.**

**Subd. 1.** Employees of this group will be provided $8,700.00/year toward single or family health insurance ($8,700.00 represents premium plus VEBA or premium plus HSA). This amount may be applied to any District approved plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deductions.

**Subd. 2.** The selection of the insurance carriers and policies shall be made by the School District as provided by law. 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.

Subd. 3. Selection of a plan with a premium less than the amount of contribution will not entitle the employee to any pay in lieu.

Subd. 4. The selected group health and hospitalization plan must be in compliance with the Patient Protection Affordable Care Act. The total package cost of any health insurance plan(s) offered by the District must be less than the threshold(s) allowable by the PPACA to avoid Cadillac Tax.

Section 3. Long Term Disability. The School District shall provide Long Term Disability Insurance for all bargaining unit employees.

Section 4. Life Insurance. The School District shall provide Term Life Insurance in the amount of $30,000.00 per bargaining unit employee. These benefits may be reduced by the carrier of the life insurance policy. The current policy reduces this benefit starting at the age of seventy years old.

Section 5. 403B District Match – Matching Annuity Program. Full-time employees, who have completed their initial probationary period will be eligible for and may participate in the District Matching Contribution Annuity Program, as provided in M.S. 356.24. The District will match annually up to six hundred dollars ($600.00) to an appropriate 403(b) annuity on a dollar for dollar basis. After ten (10) years of consecutive service, the District will match annually up to one thousand dollars ($1,000.00) to an appropriate 403(b) annuity on a dollar for dollar basis. District procedures with District approved vendors will be followed when participating in the Matching Annuity Program.

Section 6. Uniforms. The Employer will initially provide all full-time custodians with five (5) shirts with replacements as needed (Part-time custodians will be provided with three (3) shirts). In addition, $100.00 per year will be provided as a clothing allowance (part-time will be pro-rated). Proper District
procedures must be followed when submitting request to the Director of IT/Facilities. All requests must be turned in within thirty (30) days of clothing purchase. During the school year wearing of uniforms is mandatory. Any exceptions will be made at the discretion of the Supervisor or his/her designee.

**ARTICLE 16 – DURATION**

**Section 1. Term and Re-opening Negotiations.** This Agreement shall remain in full force and effect for a period commencing on July 1, 2018 through June 30, 2020 and thereafter until modifications are made pursuant to the Act. If either party desires to modify or amend this Agreement commencing on July 1, 2020, it shall give written notice of such intent no later than May 1, 2020. By mutual agreement, the parties may open the Agreement at any time to discuss any issue relevant to this Labor Agreement.

**Section 2. Severability.** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.
IN WITNESS THEREOF, the parties hereto have signed this Agreement:

For: Tri-City United ISD #2905

Marsha Franek, School Board Chair

Dan Rud, School Board Clerk

For: International Union of Operating Engineers Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Drew Brodeen, Business Representative

Mark Gregor, Steward

Harold Petersen, Steward

9-10-18
Date:

9/4/2018
Date:

DB/jcb/opeiu#12
Contracts/Tri City United Cust
LETTER OF AGREEMENT

**Tri-City United ISD #2905**, hereinafter referred to as the District, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

It is agreed that the following Custodial employees will be over the wage scale for the 7/1/2018 – 6/30/2020 Agreement:

<table>
<thead>
<tr>
<th>Name</th>
<th>7/1/2018</th>
<th>7/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Fredrickson</td>
<td>$22.64</td>
<td>$23.32</td>
</tr>
</tbody>
</table>

For: Tri-City United ISD #2905

Marsha Franek, School Board Chair

Dan Rud, School Board Clerk

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

David Monsour, Business Manager

Drew Broder, Business Representative

Mark Gregor, Steward

Harold Petersen, Steward

Date: 9/10/18

Date: 9/4/2018
LETTER OF AGREEMENT

Tri-City United ISD #2905, hereinafter referred to as the District, and the
International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred
to as the Union, agree:

The following shall apply only to District employee Mark Gregor:

The District shall pay a maximum amount up to $17,042.04 toward a District
approved Family Medical Insurance Plan. This amount may be applied to any
District approved Plan. The employee is responsible for the remaining
premium amount. There will be no additional District payment toward
medical/dental/optical insurance.

For: Tri-City United ISD #2905

Marsha Franek, School Board Chair

Dan Rud, School Board Clerk

9-10-18

Date:

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

David Monsour, Business Manager

Drew Brodeen, Business Representative

Mark Gregor, Steward

Harold Petersen, Steward

9/4/2018

Date:

DB/jcb/opeiu#12
LETTER OF AGREEMENT

Tri-City United ISD #2905, hereinafter referred to as the District, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree:

The following shall apply only to District employee Mark Gregor:

Mr. Gregor shall obtain a State of Minnesota 2nd Class Engineer License within 18 months of ratification of this contract.

For: Tri-City United ISD #2905

Marsha Franek, School Board Chair

Dan Rud, School Board Clerk

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

David Monsour, Business Manager

Drew Brodgen, Business Representative

Mark Gregor, Steward

Harold Petersen, Steward

Date: 9-10-18

Date: 9-14-2018

DB/jcb/opecu#12
MEMORANDUM OF UNDERSTANDING

Whereas, International Union Of Operating Engineers Local 70 ("Union") is the Exclusive Representative for the Custodial staff of Tri-City United Independent School District No. 2905 ("District"), and

Whereas, the Union and the District are parties to a collective bargaining agreement for the period of July 1, 2018 through June 30, 2020 ("Agreement"),

Whereas, Article 7 – Holidays and Vacations, Section 2, Subd. 4 indicates that a maximum of forty (40) hours may be carried over beyond June 30, and all hours carried over must be used by November 1st or hours will be forfeited,

Whereas, the District will be completing four (4) different bond referendum construction projects during the summer of 2019,

Whereas, the start of the 2019-2020 school year has the following schedule: New Teacher Orientation starting on Tuesday, August 20; All TCU Staff Workshop starting on Monday, August 26; and First Day of School for Students on Tuesday, September 3,

Whereas, TCU Custodial Staff will need to be on site working with cleaning and room moves throughout the month of August,

Therefore, the parties agree to the following:

Vacation, personal and floating holidays will not be taken or approved during the month of August 2019.

For the current 2018-2019 contract year only, Article 7, Section 2, Subd. 4 will be adjusted to allow the carryover of a maximum of forty (40) vacation hours beyond June 30, and all hours carried over must be used by January 1, 2020.

The original contract language will go back into effect for the 2019-2020 contract year.

Teri Preisler, Tri-City United Superintendent

Local 70 Business Manager

Local 70 Business Representative

TCU Steward

TCU Steward