AGREEMENT

between

WHITE BEAR LAKE ISD #624

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70

CUSTODIAL UNIT

July 1, 2017 through June 30, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Purpose</td>
<td>3</td>
</tr>
<tr>
<td>II</td>
<td>Recognition of Exclusive Representative</td>
<td>3</td>
</tr>
<tr>
<td>III</td>
<td>Definitions</td>
<td>3</td>
</tr>
<tr>
<td>IV</td>
<td>School Board Rights</td>
<td>4</td>
</tr>
<tr>
<td>V</td>
<td>Employee Rights</td>
<td>5</td>
</tr>
<tr>
<td>VI</td>
<td>Rates of Pay</td>
<td>5</td>
</tr>
<tr>
<td>VII</td>
<td>Early Retirement</td>
<td>10</td>
</tr>
<tr>
<td>VIII</td>
<td>Matching Annuity</td>
<td>13</td>
</tr>
<tr>
<td>IX</td>
<td>Group Insurance</td>
<td>13</td>
</tr>
<tr>
<td>X</td>
<td>Leaves of Absence</td>
<td>17</td>
</tr>
<tr>
<td>XI</td>
<td>Holidays</td>
<td>24</td>
</tr>
<tr>
<td>XII</td>
<td>Vacations</td>
<td>25</td>
</tr>
<tr>
<td>XIII</td>
<td>Hours of Service</td>
<td>27</td>
</tr>
<tr>
<td>XIV</td>
<td>Vacancies and Job Posting</td>
<td>29</td>
</tr>
<tr>
<td>XV</td>
<td>Seniority</td>
<td>32</td>
</tr>
<tr>
<td>XVI</td>
<td>Discipline, Discharge and Probationary Period</td>
<td>33</td>
</tr>
<tr>
<td>XVII</td>
<td>Reduction of Work Force</td>
<td>35</td>
</tr>
<tr>
<td>XVIII</td>
<td>Grievance Procedure</td>
<td>38</td>
</tr>
<tr>
<td>XIX</td>
<td>Miscellaneous</td>
<td>42</td>
</tr>
<tr>
<td>XX</td>
<td>Duration</td>
<td>43</td>
</tr>
<tr>
<td></td>
<td>Grievance Report Form</td>
<td>44</td>
</tr>
<tr>
<td></td>
<td>Letter of Agreement</td>
<td>46</td>
</tr>
<tr>
<td></td>
<td>Letter of Agreement</td>
<td>47</td>
</tr>
</tbody>
</table>
ARTICLE I – PURPOSE

Section 1. Parties. THIS AGREEMENT is entered into between the School Board of Independent School District No. 624, White Bear Lake, Minnesota (hereinafter referred to as the School Board or School District) and the International Union of Operating Engineers, Local 70 (hereinafter referred to as the Exclusive Representative), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended in 1973 (hereinafter referred to as the P.E.L.R.A.), to provide the terms and conditions of employment for custodial and maintenance employees during the duration of this Agreement.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the School Board recognizes the International Union of Operating Engineers, Local No. 70, as the Exclusive Representative for custodial and maintenance employees employed by the School Board of Independent School District No. 624, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services.

ARTICLE III – DEFINITIONS

Section 1. Terms and Conditions of Employment. Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, other than School District payment of, or contributions to, premiums for group insurance of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of PELRA Section 179A.07.
Section 2. Description of Appropriate Unit. For purposes of this Agreement, the appropriate unit shall mean all persons employed by the School District in the following classifications: all School District maintenance personnel; custodian engineers; mechanics, excluding confidential employees; supervisory employees; essential employees; part-time employees whose services do not exceed fourteen (14) hours per week; and employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

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

Section 4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which 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, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

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

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

ARTICLE V – EMPLOYEE RIGHTS

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

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

Section 3. Request for Dues Check-Off. Employees shall have the right to request and be allowed dues check-off for the Exclusive Representative. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each month and transmitted to the Exclusive Representative together with a list of names of the employees from whose pay deductions were made.

ARTICLE VI – RATES OF PAY

Section 1. Effective Date. The Wages and salaries reflected herein shall be a part of this Agreement and shall be effective as provided herein.
Section 2. Step Increase Status.

**Subd. 1.** Eligible employees shall advance one step effective July 1, 2017, and one step effective July 1, 2018. Upon the expiration of this Agreement, a step is not automatic and is subject to renegotiation by the parties. A new employee with prior experience shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in their current rate on July 1 but shall not be eligible for step advancement until the following July 1.

**Subd. 2.** If the Employee has the required license for the posted job, the Employee will be placed on the same step that they are currently at. If an Employee does not carry the required license, they will be placed at Step One of the posted job.

**Subd. 3.** If the Employee has the required license for the posted job, the Employee will be placed on the same step that they are currently at. If an Employee does not carry the required license, they will be placed at Step One of the posted job.

Section 3. Basic Rates of Pay (Hourly Rate).

**Subd. 1. 2017 – 2018 School Year.** (Effective July 1, 2017)

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Maintenance Person</td>
<td>$23.21</td>
<td>$23.38</td>
<td>$23.99</td>
</tr>
<tr>
<td>District Utility Engineer/Grounds Coordinator</td>
<td>$23.21</td>
<td>$23.38</td>
<td>$23.99</td>
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<tr>
<td>Mechanic</td>
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<td>Position</td>
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<td>Step 2</td>
<td>Step 3</td>
</tr>
<tr>
<td>----------------------------------------------</td>
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<td>---------</td>
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<tr>
<td>Custodian/Engineer (License Required)</td>
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*Additional one dollar ($1.00) per hour for the District’s Maintenance Person and the District’s Utility Engineer/Grounds Coordinator.

*A Bldgs. -- South, North, Central, Sunrise
*B Bldgs. -- Schools other than A Bldgs

Subd. 2. 2018 – 2019 School Year. (Effective July 1, 2018)

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Maintenance Person</td>
<td>$23.79</td>
<td>$23.96</td>
<td>$24.59</td>
</tr>
<tr>
<td>District Utility Engineer/Grounds Coordinator</td>
<td>$23.79</td>
<td>$23.96</td>
<td>$24.59</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$23.79</td>
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<td>A.V. Repair Technician</td>
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<td>$19.07</td>
<td>$19.36</td>
</tr>
</tbody>
</table>

*Additional one dollar ($1.00) per hour for the District’s Maintenance Person and the District’s Utility Engineer/Grounds Coordinator.

*A Bldgs. -- South, North, Central, Sunrise
*B Bldgs. -- Schools other than A Bldgs

Section 4. Longevity Pay. Employees with ten (10) years of service in the unit shall receive an additional thirty cents ($0.30) per hour above base pay. Employees with fifteen (15) years of service in the unit shall receive an additional sixty cents ($0.60) per hour above base pay. Employees with twenty (20) years of service in the unit shall receive an additional eighty-five cents ($0.85) per hour above base pay.
Section 5. License Incentive. All full-time custodians (license not required) holding a 2nd Class C Boiler License shall receive an additional thirty-five cents ($.35) per hour. Full-time custodians (license not required) holding a 1st Class C Boiler License shall receive an additional fifty cents ($0.50) per hour. Employees covered by this provision shall be required to pay for their own license renewal fee each year. This additional compensation is conditional upon the employee applying for all posted licensed positions and accepting any offer of said posted position. Failure to apply or accept will result in immediate forfeiture of the additional compensation.

Section 6. Shift Differential. Shift personnel (shifts commencing between 10:00 a.m. and 5:00 a.m.) add thirty cents ($0.30) per hour.

Section 7. Overtime Pay.

Subd. 1. Overtime required and authorized by the administration shall be paid at the rate of time and one-half (1-1/2) on the basic hourly wage plus responsibility differential for all hours over eight (8) working hours in a day or forty (40) work hours in the week, except if the duty day or duty week is modified pursuant to Article XII, Section 1, overtime shall apply only for hours worked over forty (40) hours per week.

Subd. 2. Double-time pay will be paid for all hours worked on paid holidays including call backs; the double-time paid is in addition to the employee’s holiday pay and is applied to the basic hourly wage plus responsibility differential. Likewise, double-time pay will be paid for all hours worked on Sundays including call-backs, except if Sunday is part of the employee’s regularly assigned work schedule, in which case, regular time shall be paid.

Subd. 3. Overtime assigned on Saturday, Sunday, and holidays during the heating season will require one person with a qualified Class C license. All overtime assignments shall be rotated among qualified employees according to building seniority. A District seniority master list of qualified employees interested in overtime will also be maintained for rotation purposes when building personnel are unable to meet a building’s overtime needs.
Section 8. Call-Back Pay.

Subd. 1. The minimum time on an authorized call-back shall be two (2) hours at time and one-half (1 1/2). Authorized call-backs shall be those authorized or approved by the Building Operations Coordinator or designee.

Subd. 2. An employee shall be entitled to call-back pay when the employee is required to return to work after he/she has been released from his/her regular duties after working a full regular shift or when an employee, working a regular forty (40) hour week, is required to report on his/her day off, or at any time not continuous with his/her regular shift.

Subd. 3. The School District will reimburse employees for their mileage on all call backs.

Section 9. Staff Development. The School District will reimburse employees the cost of tuition for job-related classes offered through Local 70 or vocational technical schools on an annual first-come, first-serve basis with pre-approval from the Building Operations Coordinator until such time that a District-determined staff development budget for this purpose has been depleted.

Section 10. License Fee Reimbursement. The School District will provide up to ninety dollars ($90.00) bi-annually for his/her license fee reimbursement upon submission of a receipt for employees maintaining and working in a position that requires a boiler license.

Section 11. Paydays. Shall be on or before the fifteenth of the month and on or before the last day of the month.

Section 12. Temporary Upgrading. When an employee is assigned by the Custodial Supervisor or designee to replace another employee of a higher pay schedule on a Temporary basis, the employee will be paid for responsibilities according to the established, negotiated, schedule as identified in this working Agreement beginning on the sixth consecutive day of temporary absence provided the Employee who is replacing the absent Employee is qualified (including appropriate licensure, etc.).
Section 13. New Hires. New full-time hires shall hold appropriate licenses.

Section 14. Shift Differential Summer. Contracted employees with a summer shift commencing between 10:00 a.m. and 5:00 a.m. will be paid a shift differential for all hours worked.

Section 15. Snow Plowing. Employees who want to be eligible for snow plowing may sign up in October of each year.

Section 16. Retroactivity. Retroactive pay shall be paid to all employees who are employees of the School District pursuant to the rates of pay provided in Article VI, Section 3, Subd. 1. and Subd. 2.

ARTICLE VII – EARLY RETIREMENT

Section 1. Eligibility. Full-time employees, hired prior to 7/1/2012, regularly employed thirty (30) hours per week, who have completed the prescribed number of continuous years of service in the School District as defined in Section 5 (15 years for Plan A and 20 years for Plan B) shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board.

Section 2. Days. Eligible employees, upon early retirement, shall receive as severance pay an amount representing fifty (50) days’ pay.

Section 3. Sick Leave Addition. In addition to the severance pay provided in Section 2 hereof, an employee shall be eligible to receive as severance pay upon his/her retirement the amount obtained by taking one-third (1/3) of the employee’s unused number of sick leave days, but in any event not to exceed one hundred (100) days’ pay.

Section 4. Rate. In applying these provisions, an employee’s daily rate of pay shall be either the daily rate at the time of retirement as described in Article VI, or if an employee is on an approved leave of absence, the daily rate before the leave was approved.
Section 5. Only members of the bargaining unit employed by the School District as of January 1, 1992, are eligible for Severance Plan A as detailed below. Employees hired after January 1, 1992, must qualify for severance in accordance with Plan B.

Plan A. An employee who is at least fifty-five (55) years of age and has completed at least fifteen (15) years of continuous service with the School District shall be eligible for severance pay as defined and limited in Sections 2 and 3 of this Article (VII).

Plan B. An employee who is at least fifty-five (55) years of age and has completed at least twenty (20) years of continuous service with the School District shall be eligible for severance pay as defined and limited in Sections 2 and 3 of this Article (VII).

Section 6. Discharge. Severance pay shall not be granted to any employee who is discharged for cause by the School District.

Section 7. Payment. Employees have the option to delay their first payment until after January first of the year following the year in which they retire and may also spread the total payment over a five (5) year period.

Section 8. Payments Upon Death. If an employee dies before all or a portion of the payments have been dispersed, that balance due shall be paid to a named beneficiary, or lacking same, to the deceased's estate.

If an employee, eligible for severance pay, dies prior to submitting a written resignation, the severance pay that the employee was entitled to prior to death will be paid to a named beneficiary or, lacking same, to the deceased's estate.

Section 9. Retroactivity. This Article shall not apply retroactively to any employee who retires prior to the execution of this Agreement.

Section 10. Insurance Option. An employee who retires early pursuant to this Article shall be eligible to continue participation in the School District group medical-hospitalization and life insurance plans, but shall pay the entire premium for such insurance commencing with the date of his/her early retirement. It is the responsibility of such an employee to make arrangements
with the school Human Resources office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in such group insurance, however, will be discontinued upon the employee reaching five (5) years beyond Medicare eligibility.

Subd. 1. Age 55 Option. The School District will continue to pay for health coverage (at the same rate as active employees) for five (5) years or five (5) years beyond Medicare eligibility whichever occurs first for the eligible employee retiring under Section 5, Plan B, and from age fifty-five (55) to sixty-five (65) for those eligible employees retiring under Section 5, Plan A and were hired before July 1, 2014.

Subd. 2. Non-duplication with Medicare. If the retiree is entitled, by virtue of age eligibility, to have any part of the cost of services or supplies paid by Medicare Parts A or B, even though the retiree does not enroll in Medicare or waives or fails to claim the medical benefits, the District will reduce its contribution toward medical premiums so that the total amount paid by Medicare and the District will not exceed the total charges for covered benefits, except for those employees who are in the basic plan and are not eligible for Medicare.

Retirees who qualify for Medicare must inform the District within thirty (30) days of that date to facilitate the transfer of contributions to the new co-insurer.

Section 11. The School District shall annually make a contribution to a post-retirement medical care savings plan for employees who are not eligible for any School District paid post-retirement health care benefits.

Effective July 1, 2014, an employee hired after said date shall receive a School District contribution of eight hundred dollars ($800.00) per year to their post-retirement savings plan for medical care. School District contributions will be pro-rated for less than full-time employees.

Benefits provided under this section apply only to employees who are permanently employed.
ARTICLE VIII – MATCHING ANNUITY

Section 1. Matching Annuity. An employee with ten (10) years of completed service in the bargaining unit may participate in a District matching annuity program as provided in M.S. 356.24.

Section 2. District Contribution. The School District shall contribute an amount matching the employee’s contribution to a maximum of $1,250.00 annually for an employee with ten (10) years of completed service in the bargaining unit. The School District shall contribute an amount matching the employee’s contribution to a maximum of $2,250.00 annually for an employee with twenty (20) years of completed service in the bargaining unit.

Section 3. Severance Pay Reduction. Total severance pay will be reduced by an amount equal to any and all School District contributions toward the matching annuity plan.

ARTICLE IX – GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School Board. The bargaining unit will have the opportunity for representation on any District-organized, health insurance, advisory committee.

Section 2. Medical-Hospitalization Insurance.


A. Single Coverage: The School District will contribute a sum not to exceed the below listed amounts, per month, toward the cost of the premium for the medical-hospitalization plan for individual coverage of each full-time employee employed by the School District who qualifies for and is enrolled in the one of the group’s medical-hospitalization plans. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.
• Effective January 1, 2018 = $502.90 per month
• Effective January 1, 2019 = $523.02 per month

B. **Family Coverage:** The School District will contribute a sum not to exceed the below listed amounts, per month, toward the cost of the premium for the medical-hospitalization plan for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in one of the group’s medical-hospitalization plans and is eligible for family coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

• Effective January 1, 2018 = $1,264.71 per month
• Effective January 1, 2019 = $1,315.30 per month

Subd. 2. **Health Reimbursement Account (HRA).** The District shall offer a high-deductible health insurance plan coupled with a HRA (Health Reimbursement Account) in addition to its other health insurance plan. Each employee who chooses to enroll in the high deductible/HRA plan shall receive a District contribution to a HRA account set up for that employee. The following provisions shall apply to the high-deductible HRA plan offered by the District:

A. **Single Coverage.** The deductible on a single policy will be two thousand dollars ($2,000.00). The District will make a one thousand five hundred dollar ($1,500.00) annual contribution, paid on a semi-annual basis, to the employee’s HRA account. The District shall pay the below listed amounts, per month, towards the basic single premium for the high-deductible plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

• Effective January 1, 2018 = $508.25 per month
• Effective January 1, 2019 = $528.58 per month

B. **Family Coverage.** The deductible on a dependent policy will be four thousand dollars ($4,000.00). The District will make a three thousand dollar ($3,000.00) annual contribution, paid on
a semi-annual basis, to the employee's HRA account. The District shall pay the below listed amounts, per month, toward the cost of the dependent premium for the high-deductible plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

- Effective January 1, 2018 = $1,193.05 per month
- Effective January 1, 2019 = $1,240.77 per month

C. If a qualified employee enters the HRA plan as a participant on a date after January 1, the School District shall prorate the amount of the School District HRA contribution to reflect the late entry. This prorated amount will be determined by comparing the number of days for which the employee is contracted to the total contract days of a full time employee.

D. If an employee submits evidence of hardship, the School District will make the remainder of the annual contribution to the employee's HRA account in one payment. Upon such a payment, no further District contributions will be made for the remainder of the year. If the employee who has received this payment either voluntary or involuntary terminates employment with the School District or terminates coverage under the District's high deductible/HRA plan prior to the end of the payment year, the employee will be responsible for repaying the School District for any portion of the District's lump sum HRA contribution which was associated with the time period in which the employee was no longer employed by the School District.

Subd. 3. Dual Coverage. A full-time employee whose spouse is also eligible for a District contribution to health insurance coverage by virtue of either active full-time employment or retirement benefits shall have both the employee and the employee's spouse insurance premium fully paid by the District. This fully-paid coverage is limited to two singles or one family policy per employee/spouse.
Section 3. Long-Term Disability Insurance. The School District will pay the premium for long-term disability insurance for full-time personnel. The long term disability plan should include the following:

Subd. 1. Benefits to begin after sixty (60) calendar days of total disability.

Subd. 2. The monthly income benefits shall be sixty-six and two-thirds percent (66 2/3%) of basic monthly salary (exclusive of additional compensation).

Section 4. Liability Insurance. The School District will purchase liability insurance within the limitations provided by law on behalf of individual employees to cover their possible liability in the event of injury to pupils, employees, or the public.

Section 5. Life Insurance.

Subd. 1. The School District will provide fifty thousand dollars ($50,000.00) in term life insurance for each employee.

Subd. 2. The School District shall also arrange the life insurance program so that an eligible employee may purchase additional life insurance coverage at the employee's expense through payroll deduction, at amounts of ten thousand dollars ($10,000.00), twenty thousand dollars ($20,000.00), thirty thousand dollars ($30,000.00) or forty thousand dollars ($40,000.00).

Subd. 3. Dependent Coverage. The School District will arrange for the life insurance program to provide options for dependent and spouse coverage at the employee's expense. The coverage shall be the same as provided for other employees of the District.

Section 6. Dental Insurance. The District shall contribute a sum not to exceed thirty-four dollars and eighty-four cents ($34.84) toward the cost of the premium for dental insurance for each full-time employee who qualifies for and is enrolled in a District group dental plan. The cost of the premium not contributed by the District shall be borne by the employee and paid through payroll deduction.
An eligible employee may select a dependent dental plan by paying the difference between that plan and the District's single contribution.

Section 7. Eligible Employees. The parties agree that only full-time employees shall be eligible for group insurance benefits as provided in this Article. For purposes of this Article, a full-time employee shall mean an employee regularly employed at least nine (9) months a year and at least thirty (30) hours per week.

Section 8. Claims Against the School District. The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further 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 denial of insurance benefits by an insurance carrier.

Section 9. Duration of Insurance Contribution. An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by Independent School District No. 624. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day of the month, except as provided in Article VII, Section 10, Subd. 1 and Subd. 2.

ARTICLE X – LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. On the first of the month following the date of hire, all full-time employees shall earn sick leave at the rate of one (1) day for each month of service during the first five (5) years in the employ of the School District. After five (5) years of service, each full-time employee shall earn sick leave at the rate of one and one quarter (1-1/4) days for each month of service in the employ of the School District. Part-time employees, contracted for at least twenty (20) hours per week for twelve (12) months shall earn pro-rated sick leave.
**Subd. 2.** Persons regularly employed on a nine (9) month basis shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School District; or ten (10) days per year during the first five (5) years of employment. After five (5) years of service, each employee employed on a nine (9) month basis shall earn sick leave at the rate of one and one-quarter (1-1/4) days for each month of service in the employ of the School District.

**Subd. 3.** Sick leave with pay shall be allowed by the School District whenever an employee’s absence is found to have been due to personal illness that prevented his/her attendance and performance of duties on that day or days.

**Subd. 4.** An employee may use sick leave for absences due to an illness of an employee’s dependent child for such reasonable periods as warranted.

**Subd. 5.** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of disability, indicating such absence was due to disability, in order to qualify for sick leave pay. (An employee found to be abusing sick leave will be subject to disciplinary action per Article XVI, Discipline, Discharge, and Probationary Period.)

**Subd. 6.** Unused sick leave days may accumulate without any maximum limitation.

**Subd. 7.** Sick leave allowed shall be deducted from the accrued disability leave days earned by the employee.

**Subd. 8.** Sick leave pay shall be approved or denied upon submission into the District’s automated leave system.

**Subd. 9.** Employees are required to give adequate notice to their supervisor when sick leave is to be taken to allow time to obtain replacements.

**Subd. 10.** An absence resulting from serious illness or death of a member of the family (spouse, child, sibling, parent, guardian,
grandparents, aunts, uncles, or related members of the household) may be extended to five (5) days with no salary deduction for each incident. These days of leave will be deducted from cumulative days credited to the employee's individual sick leave.

**Subd. 11.** Full-time employees who are not absent during any one contract year, other than for a worker's compensation injury or funeral leave days indicated in Subd. 10 above, will receive additional vacation as follows:

- Zero (0) hours absent equals two (2) additional vacation days.
- One (1) hour to six (6), seven (7), or eight (8) hours absent, depending on daily hours worked, equals one (1) day additional vacation plus the difference between daily hours worked and hours absent.
- Over eight (8) hours absent, or daily hours worked, equals no additional vacation days.
- Annual additional vacation days will be prorated on a six (6) month basis from the periods July 1 to January 1 and from January 1 to July 1.

**Subd. 12.** A sick leave buy-back plan is available for employees who have accumulated more than one thousand five hundred (1,500) hours in their personal sick leave account, effective June 30 of each contract year. The hours in excess of one thousand five hundred (1,500) can be redeemed for additional vacation time at the rate of one hundred twenty (120) hours for forty (40) hours of vacation time. An employee will be limited to the buy-back of one (1) one hundred twenty (120) hour block one time per contract year.

**Section 2. Workers' Compensation.**

**Subd. 1.** Upon the request of an employee who is absent from work as a result of a compensable injury 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 prorata 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 on a Workers' Compensation Leave shall continue to earn vacation time as long as his or her Workers' Compensation Leave does not exceed eight (8) months out of a twelve (12) month period.

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

Section 4. Court Duty and Subpoena Leave. An employee, who is required to appear in court as a witness shall receive his or her regular pay while so engaged provided that the employee is not appearing as a witness in litigation undertaken by the employee or the Union against the District. For jury duty, the employee will receive his or her regular pay, but fees paid to the employee for court services other than reimbursement for out of pocket expenses shall be paid to the employer at the Finance Office. An employee who completes his/her jury duty with one-half (1/2) day or more of the work day remaining shall report to work for a period up to a maximum of eight (8) work hours (inclusive of work time and jury duty time).
Section 5. Emergency and Essential Leave.

Subd. 1. A full-time employee may be granted leave at the discretion of the Director of Human Resources of no more than three (3) days per year, non-accumulative; the days used to be deducted from sick leave, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other policies.

Subd. 2. Examples of situations where this leave may be granted by the Director of Human Resources include, but are not limited to, deaths, funerals, court appearances, and estate settlements.

Subd. 3. Requests for leave under this provision must be made by using the District's automated system at least three (3) days in advance, except in the event of an emergency. The request shall state the reasons for the proposed leave. The Director of Human Resources reserves the right to refuse to grant such leave, if under the circumstances involved, the Director of Human Resources determines that such leave should not be granted.

Section 6. General Leave.

Subd. 1. Employees with a minimum of ten (10) years of experience in the School District may apply for an unpaid leave of absence subject to the provisions of this Section and the entitlements of this Article.

Subd. 2. An employee applying for general leave shall, in the application, state the desired duration of the leave as well as the reasons for which the leave is requested.

Subd. 3. The School District may grant such leave for reasons deemed appropriate by the School District, and the granting of such leave is solely within the discretion of the School District.

Section 7. Medical Leave. An employee who has completed his/her probationary period and who is unable to perform duties because of illness or injury and has exhausted all sick leave credit available, or has become eligible
for long term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. A request for leave of absence under this Section shall be accompanied by a doctor’s written statement outlining the condition of health of the employee. The School District may, at its discretion, renew such a leave; the request for renewal shall be accompanied by a doctor’s written statement.

Section 8. Child Care Leave.

Subd. 1. A child care leave may be granted by the School District subject to the provisions of this Section. A child care leave may be granted because of the need to prepare and provide parental care or adoption for a child or children of the employee for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the Director of Human Resources in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reasons for the child care leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

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

2. Permit the employee to return to the employee’s employment prior to the date designated in the request for child care leave.

Subd. 5. An employee returning from child care leave shall be re-employed in the same position that the employee was in prior to the leave. If the child care leave is over twelve (12) weeks, the employee shall return to a position for which the employee is qualified.
All rights in this subdivision will be terminated if the person is previously discharged or the employee’s position is discontinued.

Subd. 6. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 7. The parties agree that the applicable periods of probation are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee’s performance. The parties agree, therefore, that the period of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes, and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Section 9. Insurance Application. An employee on unpaid leave under this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the Human Resources office to pay the School District the monthly premium amounts in advance and on such dates as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 10. Experience Credit. An employee on unpaid leave under this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she has accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the time that an employee is on leave under this Section.
Section 11. Seniority. For purposes of seniority standing, an employee on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence up to a maximum of one (1) year.

Section 12. Eligible Employees. For purposes of this Article, a full-time employee shall mean an employee regularly employed at least nine (9) months a year and at least thirty (30) hours per week. A part-time employee is defined as working at least twenty (20) hours per week for twelve (12) months.

ARTICLE XI – HOLIDAYS

Section 1. Paid Holidays. Full-time employees shall be granted twelve (12) paid holidays as follows:

1. July 4 (Independence Day)
2. Labor Day
3. Thanksgiving Day
4. The day after Thanksgiving Day
5. The day before Christmas Day
6. Christmas Day
7. The day before New year’s Day
8. New Year’s Day
9. Presidents’ Day
10. District Designated Holiday
11. District Designated Holiday
12. Memorial Day

Persons regularly employed at least nine (9) months per year shall be granted those paid holidays that occur during months that they are regularly employed.

Section 2. Holiday Schedule. The holiday schedule will be posted in advance for the coming year.

Section 3. Weekends. Holidays that fall on weekends will be observed on a day established by the School Board.
Section 4. School in Session. The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee’s vacation period shall not be counted as a vacation day.

Section 5. Eligibility. In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions.

Section 6. Eligible Employees. The parties agree that only full-time employees shall be eligible for holiday benefits as provided in this Article. For purposes of this Article, a full-time employee shall mean an employee regularly employed at least nine (9) months a year and at least thirty (30) hours per week.

ARTICLE XII – VACATIONS

Section 1. Eligibility. This Article shall apply to employees who are regularly employed on a twelve (12) month basis and thirty (30) hour week on a regular assignment and shall not apply to nine (9) month employees. Part-time employees, contracted for at least twenty (20) hours per week for twelve (12) months shall earn pro-rated vacation.

Section 2. Earned Vacations. Full-time employees under these provisions shall accrue vacation on the first of the month following the date of hire, and will be administered as follows:

- Ten (10) days annually to accrue at a rate of 0.834 days per month vacation during the first two (2) years of service in the bargaining unit.

- Fifteen (15) days annually to accrue at a rate of 1.25 days per month for after completing two (2) years of service in the bargaining unit.

- Twenty (20) days annually to accrue at a rate of 1.7 days per month after completing seven (7) years of service in the bargaining unit.
• Twenty-three (23) days annually to accrue at a rate of 1.834 days per month after completing fourteen (14) years of service in the bargaining unit.

• Twenty-five (25) days annually to accrue at a rate of 2.09 days per month after completing twenty-five (25) years of service in the bargaining unit.

• An employee with thirty (30) years or more of service will be eligible for one additional day of vacation for each year beyond thirty (30) years of service up to a total annual maximum of (30) days (annually to accrue at a rate of 2.5 days per month).

Section 3. Application.

Subd. 1. Vacations shall be determined and begin to accrue upon date of hire.  

Subd. 2. If the employee resigns, before completing a full year of service, he/she shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance notice of his/her resignation time.

Section 4. Other Vacation Rules.

Subd. 1. Employees shall have the right to split their vacation provided it is acceptable with the Building Operations Coordinator or his/her designee in coordination with the building principals.

Subd. 2. Employees may be allowed to take their vacation while school is in session, provided permission is granted by the Building Operations Coordinator or his/her designee. Requests for vacations during the school year will be submitted using the District’s automated system for prior approval to the Building Operations Coordinator or his/her designee. Vacations may be denied based upon the operational needs of the School District.

Vacations will be approved on a first requested basis. These days can be requested no more than one hundred twenty (120) days in advance and
no later than two (2) weeks in advance. The District will act on vacation requests within five (5) days.

Subd. 3. During the summer work schedule, an employee may be granted one (1) or two (2) days’ vacation with at least a one (1) week advance notice provided the District staffing is sufficient to accommodate the leave including accommodations for pre-approved vacation requests.

Subd. 4. There will be no payment in lieu of vacation.

Subd. 5. All employees will be allowed to carry up to eighty (80) hours of accrued vacation without written notification into the next fiscal year.

Subd. 6. Vacation time will accrue based on days and months worked.

Subd. 7. Vacation accrual will be viewed on District’s automated system.

ARTICLE XIII – HOURS OF SERVICE

Section 1. Full-Time Employees. A regular work week for regular full-time employees shall consist of five (5) days and six (6) hours per day. However, in the event of an order by authorized federal or state authority, the School District may modify the duty day or duty week to place the School District in compliance with such federal or state order, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week.

Section 2. Part-Time Employees. The School District reserves the right to employ such part-time personnel as deemed necessary and desirable.

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

Subd. 1. When the District adjusts starting times for summer work schedules, the District will meet and confer with the union at least four (4) weeks prior to the implementation of the new schedule.
**Subd. 2.** Summer work schedule is defined as that period of time beginning with the last work day for teachers, at the end of one school year, and the day teachers return to work for the beginning of the next or subsequent school year.

**Section 4. Shifts.**

**Subd. 1.** The work day shall consist of eight and one-half (8-1/2) consecutive hours for the day shift which includes a one-half (1/2) hour unpaid lunch period, except in buildings which require a split shift.

**Subd. 2.** The work day for the second and third shift shall be eight (8) consecutive hours which includes a one-half (1/2) hour paid lunch period, except in buildings which require a split shift.

**Section 5. Split Shifts.** Personnel assigned to buildings that require a split shift shall work the weekly number of hours assigned to the building by the Building Operations Coordinator. The daily split shift schedule shall be assigned by the Building Operations Coordinator or designee. If changes are to be made in the working hours on a shift assignment, the change will be discussed with the union and employee prior to the effective date of the change.

**Section 6. Work Week.** The work week shall begin on the employee's first scheduled shift or first working day of the week.

**Section 7. Emergency Closings.** If school is canceled for students by the Superintendent of Schools because of weather conditions, all custodial employees are expected to report to work, unless they are unable to do so due to road conditions, or they are absent for a reason acceptable on any other working day (illness or essential leave). Second shift employees may report to work after 10:00AM rather than their regular start time with the prior approval of Manager Building Operations or designee.

If an employee cannot get to work because of transportation problems, the employee is to call the administrator in charge as soon as possible. A custodial employee, who works fifty-two (52) weeks per year, will be charged vacation for the time they are absent on an emergency day, or be docked. If a custodial employee is unable to get to work because of weather conditions
and the day has not been designated as an emergency, the employee will be charged vacation for the time absent, or be docked.

If the employee is a nine (9) month employee and is not eligible for vacation, the time will be docked from the employee's salary, or the employee will have the option to make up the time at the end of the school year.

If school is canceled for students by the Governor of the State and the District receives state aid, custodial employees are allowed to take essential leave (to be deducted from accumulated sick leave) in lieu of vacation or a dock in pay.

Section 8. Compensatory Time. Employees may accumulate up to eighty (80) hours of compensatory time in any one contract year. A request for usage of compensatory time in excess of a two (2) hour block of time will only be granted for non-student attendance days unless approved by the building administrator or Building Operations Coordinator.

The Building Operations Coordinator or designee must approve all compensatory time along with the date(s) of the usage of the compensatory time.

ARTICLE XIV - VACANCIES AND JOB POSTING

Section 1. Posting of Vacancies. All permanent vacancies in full-time positions will be posted on the District website for five (5) work days and shall be emailed to all employees. Notice of a position opening, including the job description, shall be emailed to employees in the bargaining unit and Union Office. A permanent vacancy is defined as one anticipated to last more than six (6) months. A temporary vacancy is defined as one anticipated to last more than three (3) months but less than six (6) months. No posting is required for the replacement (up to one year) of an employee on a general leave of absence. A position may be filled temporarily pending completion of posting and application procedures.

Section 2. Application for Vacancies. All employees may submit an application through the District's automated application system for any vacancy which is posted pursuant to this Article. An eligible employee, for purposes of this Section, would have served in their present assignment for at
least sixty (60) calendar days unless the vacancy represents a promotion for the employee or the current assignment of the employee was the result of a District-initiated transfer. Employees are further restricted to a maximum of two moves in any twelve-month period.

Section 3. E-Mailed Notice. An employee scheduled on vacation for more than two (2) weeks at an interval will receive notice of any posting during such vacation period through the District email system providing he/she makes such a request in advance of his/her vacation period.

Section 4. Filling of Vacancies. For internal candidates, positions shall be awarded in writing within fifteen (15) calendar days of the closing of the posting. The employee shall receive the position and/or the new rate of pay (if applicable) no later than fifteen (15) calendar days after the employee is awarded the new position. Notice shall be given to all employees regarding who was awarded the position.

Section 5. Application of Seniority When Filling Positions.

Subd. 1. Lateral Move. A lateral move is defined as moving to a position within the same or lower job classification as defined in Article XVII, Section 6.

Subd. 2. Promotional Move. A promotional move is defined as moving to a position in a higher job classification as defined in Article XVII, Section 6.

Subd. 3. Seniority Application for a Lateral Move. When filling a posted position within the custodial/maintenance unit, the senior most employee within the same job classification (or lesser job classification) making application, will be awarded the position provided that that employee has the required licensure and qualifications. If an employee is awarded a position and not fully licensed, the employee must obtain the proper license as time dictates. A senior employee may be eliminated from consideration if the District can show documented just cause.

Subd. 4. Seniority Application for a Promotional Move. When filling a posted position where no individuals have made application for a lateral
move or there exists no qualified individual making application for a lateral move as defined in Subd. 3 above, the position will be awarded to the most senior employee in the next lower pay grade as defined by Article VI, Section 4, provided that that employee has required licensure and qualifications. A senior employee may be eliminated from consideration if the District can show documented just cause.

Subd. 5. Awarding a Position to a Junior Employee. Anytime a position is to be awarded to a junior employee, the Union shall be notified in advance of such an award and shall have the right to discuss the matter with the Building Operations Coordinator. Such a decision by the School District may be appealed through the grievance procedure, up to and including arbitration.

Section 6. Outside Applicants. The School District reserves the right to fill any position with an outside applicant if internal candidates do not meet the licensure requirement or necessary qualifications for the position or if no internal candidates apply.

Section 7. Administrative Transfers. Seniority and posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the union prior to final disposition.

Section 8. Posting of Positions Due to Long-Term Illness or Injury.

Subd. 1. In the event an employee's illness or injury forces the employee to be off work for an extended period of time, the employee's position will be bid per the contract as a temporary-permanent position for one year from the date of assignment of the new employee.

Subd. 2. If the absent employee is not able to return to work within one (1) year of the time of the assignment of the new employee, the employee who was awarded the temporary-permanent position will be awarded the position as a permanent position without rebidding the position.
Subd. 3. If the absent employee is able to return after the year time limit, the employee will be entitled to bump the position with the least seniority within the classification that the employee last worked.

Subd. 4. If the absent employee is able to return to work within the year time limit, the employee will be entitled to return to his/her former position and all employees who have bid on the temporary-permanent positions will return to their former positions.

ARTICLE XV – SENIORITY

Section 1. Recognition. The parties recognize the principle of seniority in the application of this Agreement within classifications concerning reduction or increase in force, preference of shift assignment, and assignment of vacation period. In regards to vacancies and promotions, the provisions of Article XIV shall apply.

Section 2. Date. Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and upon acquiring seniority, the seniority date shall relate back to the date of original hire. If more than one (1) employee is hired on the same date, seniority ranking shall be alphabetical by the last name (first in alphabet, first in seniority). If the last names are the same, it shall be determined by lot.

Section 3. Part-time Employees.

Subd. 1. Seniority for part-time employees shall be maintained on a separate seniority roster.

Subd. 2. Part-time employees shall serve a probationary period as defined in this Agreement.

Subd. 3. Seniority for part-time employees going to full-time positions shall be the dates-of-hire as a full-time employee, and they shall retain their part-time seniority status.
Subd. 4. Part-time employees may bid on full-time positions and will be considered provided:

A. A full-time employee has not bid on the position.

B. The part-time employee has at least a special class license.

Subd. 5. If, in the judgment of the District, it is necessary to reduce the full-time work force, the part-time employees will be terminated.

ARTICLE XVI – DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period.

Subd. 1. An employee under the provisions of this Agreement shall serve a probationary period 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.

Subd. 2. New Employees will be considered on probation until the employee completes the first year of employment. Performance reviews will be conducted at approximately 6 months of employment. Failure to complete probation within one year will result in termination. Failure of the administration to terminate or pass probationary employees within one year shall result in automatic completion of the probationary period.

Section 2. Probationary Period. Change of Classification. In addition to the initial probationary period, an employee promoted to a different classification shall serve a new probationary period of sixty (60) calendar days in any such new classification. During this sixty (60) day probationary period, if it is determined by the School District that the employee's performance in the new
classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification.

Section 3. Completion of Probationary Period. An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

Section 4. Employee Discipline. The employer will discipline non probationary employees for just cause only. The forms of discipline that may be imposed by the School District include:

   A. Oral Reprimand
   B. Written Reprimand
   C. Suspension
   D. Demotion
   E. Discharge

Upon receipt of a signed authorization for release is given to the District, a written notice of disciplinary action shall be sent to the Employee and the Union within seventy-two (72) hours after action is taken.

Employees may examine all information in their 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. Employees shall have the right to provide written response to any document in their official personnel file. The response shall be placed in the official personnel file, attached to the document, if submitted within thirty days of issuance of the original document.

An employee to be questioned in an investigatory meeting that may result in disciplinary action shall be informed of his or her right to have Union representation present at the meeting.

Employees who are given a written reprimand, suspended, demoted, or discharged shall have the right to grieve such action through the provisions of
Article 18. Oral reprimands shall be subject to the grievance review procedure through step 3 only.

**ARTICLE XVII – REDUCTION OF WORK FORCE**

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

**Subd. 1. Seniority Defined.** For the purpose of this Article, district seniority will be defined as an employee's length of continuous service with the District and classification seniority will be defined as the length of continuous service in a classification covered by this Agreement.

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

   A. Resignation
   B. Discharge for just cause
   C. Failure to return to employment at the expiration of any paid or unpaid leave of absence
   D. Failure to return to employment following notice of recall from lay-off
   E. Lay-off for a period of more than two (2) years

2. Seniority shall be interrupted and not earned during the period of an unpaid leave of absence in excess of one (1) year.

**Subd. 2. Probationary Employees.** During the probationary period, employees shall not earn seniority, provided that upon the completion of the probationary period an employee's seniority date shall be established effective as of the most recent date of employment.

**Section 2. Procedure.** When reducing the work force, the District will lay off the employee with the least classification seniority, in the affected classification, first.
Subd. 1. The employee affected by the lay-off in classification shall have the right to bump a position with the least classification seniority in the same classification or take the position with the least amount of seniority in a different job title within a lower classification provided the employee has:

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

2. The qualifications to perform the duties and responsibilities as defined by the position description and the latest job posting for the same or similar position.

Subd. 2. Employees who have been replaced, in accordance with Subd. 1 of this Section, shall have the same rights as outlined in Subd. 1.

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

Subd. 4. Employees laid-off shall be placed on the recall list for a period of two (2) years.

Effective July 1, 1995, part-time employees with at least one (1) year seniority will be eligible for recall for a period of two (2) years. Part-time employees with less than one (1) year of seniority will be eligible for recall for the same period of time as their seniority.

Subd. 5. In no event will an employee be entitled to bump into a position of a higher rate of pay.

Section 3. Recall. When recalling an employee on lay-off, the employee will be recalled in the inverse order of lay-off, provided the employee has:

Subd. 1. Completed a probationary period in the classification for which the recall is being made.

Subd. 2. The qualifications to perform the duties and responsibilities of the classification for which the recall is being made.
Section 4. Notice of Recall.

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

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

Section 5. Seniority List. The District shall provide two (2) copies of a current seniority list each six (6) months to the union steward.

Section 6. For the purposes of this Article and Article XIV, the following classifications are created:

Class 1  Maintenance Technician (Nutritional Services)
   1a) Mechanic
   1b) AV Technician
   1c) Assistant Mechanic
   1d) Utility Custodian Engineer/Grounds Coordinator
   1e) Truck Driver

Class 2  Head Custodian Engineer – A Building
   2a) Head Custodian Engineer – B Building
   2b) Assistant Head Custodian Engineer – A Building
   2c) Assistant Head Custodian Engineer – B Building
   2d) Custodian Engineer License Required
   2e) Custodian Full-Time
   2f) Custodian Part-Time
ARTICLE XVIII – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of 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. 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 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 event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. The filing or service of any notice of 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 Manager of Buildings Operations or designee, setting forth the facts and the specified provisions 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, or after the date on which the grievant, through the exercise of reasonable diligence, should have known of the facts giving rise to the
grievance. 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 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 Manager of Buildings Operations or designee.

Section 5. Adjustment of Grievance. The parties 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 Operations Coordinator or 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 Executive Director of Business Services, or designee, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director of Business Services, the Executive Director of Business Services or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Executive Director of Business Services or designee 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 Superintendent of Schools, provided such appeal is made in writing, after receipt of the decision at Level II. The Superintendent or designee shall set a time to meet regarding the grievance within ten (10) days after the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Section 6. Denial of Grievance. Failure by the Superintendent or designee 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 7. Arbitration Procedures. In the event that the employee and the school administration 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 the Union. The request must be filed in the Office of the Superintendent within ten (10) days following the decision of Level III.

Subd. 2. Prior 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 prior 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 BMS to provide a list of seven (7) arbitrators, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the list of arbitrators be provided within a reasonable amount of time after the receipt of said request. Failure to agree upon an arbitrator, or failure to request a list of arbitrators from the BMS 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 facts
3. Position of the grievant
4. The written documents relating to Section 5 of this 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 the arbitrator 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.

**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 party ordering a copy of the transcript shall pay for such copy. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by 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 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 procedures 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.

Section 8. Election of Remedies and Waiver. A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately there upon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

Section 9. Grievance Form. Grievances must be filed on the form provided in this Section. Forms shall be supplied by the School District.

ARTICLE XIX – MISCELLANEOUS

Section 1. Mileage Reimbursements. An employee authorized and required to use his/her own automobile on School District business shall be reimbursed at the IRS rate.

Section 2. Retirement. Retirement shall be according to statute.

Section 3. Tax Deferred Annuity. A tax deferred annuity program is available for school employees covered by this Agreement.

Section 4. Bus Driver Physicals. The District will pay for the Bus Mechanic’s required physical for bus driving.

42
Section 5. Uniforms. When provided, employees shall wear the designated uniform.

Section 6. All Employees shall be reimbursed up to one hundred dollars ($100.00) annually for safety shoes provided Safety Shoes are required for the position.

ARTICLE XX – DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. Except as otherwise provided in this Agreement, changes in rates of pay, or other increased benefits, provided herein for the 2017 – 2018 school year shall be effective the first of the month following the date of execution of this Agreement. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the custodial and maintenance employees of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except if mutually agreed by the parties.

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 provision of this Agreement or the application of any provision.
GRIEVANCE REPORT FORM
White Bear Lake Public Schools

Grievance No. ________________

Name: _____________________ Building ________________

Date Grievance Occurred _______

Statement of the Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: ______________________

Signature of Grievant

Signature of Union Representative

Copies: Superintendent
Building Operations Coordinator
Director of Finance and Operations
Exclusive Representative
IN WITNESS WHEREOF, the parties have executed this Agreement as follow:

For: White Bear Lake ISD #624

Chairperson

Clerk

Chief Negotiator

For: International Union of Operating Engineers, Local 70

David Monsour
David Monsour, Business Manager

Michael Dowdle, President
Linda Powers, Recording Secretary
Ken Wieken, Business Representative
Scott Peterson, Chief Steward
Paul Engstram, Steward
Jerry Mundell, Steward
Tom Grossman, Steward
John Vichich, Steward
Tammy Smith, Steward
Sean Kehoe, Steward

Date: 11/19/18

Date: 10/18/2018
LETTER OF AGREEMENT

White Bear Lake ISD #624, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

The parties have agreed to modify the date by which Employees are required to use vacation time without losing the time.

The Current July 1 date will be extended to the last working day in July. This will allow Employees to use their banked vacation time rather than lose the time.

This is a one-time only, non-precedent setting agreement for the length of this Agreement.

For: White Bear Lake ISD #624

[Signature]

[Signature]

Date: ________________

For: International Union of Operating Engineers, Local 70

David Monsour

[Signature]

Ken Wieken, Business Representative

[Signature]

Scott Peterson, Chief Steward

Date: 10/18/2018

KW/jcb/opeiu#12

46
LETTER OF AGREEMENT

White Bear Lake ISD #624, hereinafter referred to as the Employer, and the
International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter
referred to as the Union, agree to the following:

To meet and confer on potential legality, interpretation, and meaning at
Article VII – Early Retirement, Section 10 – Insurance Option.

The parties have agreed to meet in a timely fashion.

For: White Bear Lake ISD #624

[Signature]

For: International Union of
Operating Engineers, Local 70

[Signature]

David Monsour, Business Manager

[Signature]

Ken Wieken, Business Representative

[Signature]

Scott Peterson, Chief Steward

Date: ________________

Date: 10/18/2018

KW/jcb/opeiu#12