

**AGREEMENT**

between

**ST. LOUIS COUNTY ISD #2142**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL NO. 70**

**CLERICAL UNIT**

**July 1, 2022 through June 30, 2024**

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## **ARTICLE 1 – PURPOSE**

Section 1. Parties. This Agreement is entered into between Independent School District No. 2142, hereinafter referred to as the School District, and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for office clerical employee during the duration of this Agreement.

## **ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition. In accordance with P.E.L.R.A., the School District recognizes the International Union of Operating Engineers, Local No. 70, as the exclusive representative for all office-clerical employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article 3, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

## **ARTICLE 3 – DEFINITIONS**

Section 1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, as stated in Minnesota Statutes 179.63, Sub. 18.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term "International Union of Operating Engineers, Local No. 70," shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week of thirty-

five percent (35%) of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.

Section 3. School District. For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

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

## **ARTICLE 4 – 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, as stated in Minnesota Statutes 179.66', Sub. 1, which include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

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

Section 3. Effect of Laws, Rules and Regulations. The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board 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 that the School Board 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 of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision 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 District. The intent is not to infringe on any Article in this contract.

## **ARTICLE 5 – EMPLOYEE RIGHTS**

Section 1. Rights 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 of 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. Employees shall have the right to focus and join labor or employee organizations and shall have the right to form and join such organizations.

Section 3. Request for Dues Check-off. The exclusive representative shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its rights to dues check-off. 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 employer organization in twelve (12) equal installments, beginning with the first pay period in July.

## **ARTICLE 6 – DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline the 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. Upon his/her completion of the six (6) month period, the probationary employee's original date of uninterrupted service shall become his/her seniority date and it shall determine his/her salary and benefits under the contract. Benefits under the contract shall begin after three (3) months of probation.

Section 2. Bid for Change of Job Classification. A system of job posting is to be put into effect so as to provide all employees an opportunity to bid for a new job or position. The Superintendent is responsible for determining who is qualified for the position. If more than one person is declared eligible, then seniority is the prevailing factor in awarding the senior person the job. The position will be posted for ten (10) days prior to the advertising to the general public. The position will determine the rate of pay.

Section 3. Probationary Period – Change of Classification. In addition to the initial probationary position, an employee transferred or 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 or the employee determines that his/her performance in the new classification is unsatisfactory, the employee shall have the right to return to his/her former classification. Probationary period for purposes of benefits under this contract shall not be required to be served as a result of change in employee's change of classification if a full probationary period has been successfully served in the previous classification. Accrued benefits earned in prior classification, if successful probationary period has been served in the prior position, shall transfer with the employee into the new classification.

Section 4. Completion of Probationary Period. An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

## **ARTICLE 7 – SENIORITY**

Section 1. Seniority. 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 first date of continuous, uninterrupted service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by a flip of the coin.

Section 2. Seniority Lists. A seniority list shall be established for all Clerical employees covered by this Agreement. The list shall be sorted by each classification (Accounts Payable, District Office Secretary, Site Secretary 1, Site Secretary II, Site Secretary III), and seniority within each classification listed. The classifications shall be ranked Highest to Lowest as follows: Accounts Payable, District Office Secretary, Site Secretary 1, Site Secretary II, Site Secretary III.

Section 3. Loss of Seniority. An employee shall lose his/her seniority standing if:

1. He/she voluntarily resigns from employment.
2. He/she is discharged for cause.
3. He/she fails to report to work after being properly notified.
4. He/she fails to report to work after layoff within fifteen (15) calendar days after notice is served (Notice will be made by certified mail. It is the responsibility of the employee to inform the administration of his/her current address and to be accessible for mail delivery.)

## **ARTICLE 8 – REDUCTION IN WORK FORCE**

Section 1. The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain his/her seniority and right to recall in seniority order for the period of twenty-four (24) months after the date of layoff.

Section 2. In cases of reduction in force or the elimination of positions, a senior employee may exert his/her seniority preference over any junior employee within their classification or a lower classification.

Section 3. In the event of a layoff in any classification of work, as identified in Appendix A of this Agreement, employees shall be laid off according to seniority in the inverse order of hiring within the classification. Employees shall be rehired according to seniority in the inverse order of layoffs.

Section 4. In cases of transfer from one classification of work to another within the bargaining unit, employees involved in the transfer shall not lose seniority standing for benefit purposes. In cases of transfer from one classification to another classification, the employee transferring shall not transfer seniority from one list to the other. Employee's transferring from one seniority list to another shall serve required probationary period in accordance with this contract. However, probationary period eligibility for benefit purposes shall be waived, if a successful probationary period had already been served prior to the transfer.

Section 5. In the event of a general layoff, the Employer shall notify the Union office of its intended layoff, along with the name or names of those laid off, at least thirty (30) working days prior to the intended layoff.

Section 6. The seniority list shall be brought up-to-date in January of each calendar year and a copy shall be sent to each Union Steward. A copy of the seniority list shall be sent to the Union Business Manager.



## **ARTICLE 9 – 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 District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative. The exclusive representative, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by any person or agent designated by such party to act in his/her behalf.

### Section 3. Definitions and Interpretation.

Subd. 1. Extension. Time limits specified in this Agreement may be executed by mutual agreement.

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

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

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

Section 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specified provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first 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 hereafter provided shall constitute a waiver of the grievance. An

effort shall first be made to adjust an alleged grievance informally between the employee and the building principal.

Section 5. Adjustment of Grievance. The School District 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 District designee shall give a written decision on the grievance to the parties involved within ten (10) days after the 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 Superintendent of Schools, provided such appeal is made in writing within ten (10) days after the receipt of the decision in Level I. If the 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. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. 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 receipt of the appeal. 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. The grievant and the School District may, by mutual consent, agree to waive Level III of this grievance procedure and proceed to arbitration.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representatives notifies 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 to the next level.

Section 8. Arbitration Procedures. 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 and signed by the aggrieved party, and such request must be filed in the office of the Superintendent within twenty (20) days following the decision in Level III of the grievance procedure.

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 proper submission of a grievance under the terms of this procedure, the parties shall, within twenty (20) 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 appoint an arbitrator, pursuant to Minnesota Statute 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request.

Subd. 4. Submission of Grievance Information. Upon appointment of the arbitrator, the appealing party shall, within ten (10) days after notice of appointment, forward to the arbitrator the submission of the grievance which shall include the following:

1. The issues involved.
2. State of the facts.
3. Position of the grievant.
4. The written documents relating to Article 9, Section 5 of the grievance procedure.

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

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before 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..

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 cause in arbitration. The parties shall share equally, fees and expenses of the arbitrator, 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 procedure as outlined herein.

Section 9. 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 thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum 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.

## **ARTICLE 10 - LEAVES OF ABSENCE**

### **Section 1. Sick Leave.**

**Subd. 1.** All employees shall earn sick leave at the rate of one and one-half (1-1/2) days for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work day: i.e. eight (8) hour day equals twelve (12) hours per month and four (4) hour day earns six (6) per month.

1. Unused sick leave days may accumulate to a maximum credit of one hundred thirty-five (135) days or one thousand eighty (1080) hours of sick leave per employee. The School District shall furnish to each employee, upon his/her request, a written statement showing the total sick leave credit.

**Subd. 2.** Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness, which prevented his/her attendance and performance of duties on that day or days.

**Subd. 3. Medical Certificate.** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 4.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. An employee may use up to five (5) days per year of sick leave for the care of a sick child, step-child, brother, sister, grandchild, grandparent, spouse or parent under the same terms and conditions as the employee would use sick leave for his or her own illness. (State statute for children to be followed after the five (5) days.)

Subd. 6. All sick leave in accord with this section shall run concurrent with FMLA leave if the sick leave is the result of an FMLA qualifying event.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 8. Childcare Leave. A childcare leave may be granted by the School District subject to the provisions of this subdivision. Childcare leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

An employee making application for a childcare leave shall inform the Superintendent in writing of the intention to take the leave in advance before commencement of the intended leave.

If the reason 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 in lieu of seeking a childcare leave pursuant to this subdivision. An employee shall be eligible for only one of the options provided herein. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e. winter vacation, spring vacation, semester or quarter break, end of the school year, or the like.

In making a determination concerning the commencement and duration of a childcare 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 his/her employment prior to the date designated in the request for childcare leave.

If the same position is available, then the returning employee shall be assigned to the original position.

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

The parties agree that the applicable periods of probation for the employee as set forth in the contract 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 periods of time for which the employee is on childcare leave shall not be counted in determining the completion of the probationary period.

An employee who returns from childcare leave within the provisions of this subdivision shall earn that salary as defined by the contract in effect at the time of the employee's return to service.

If any part of approved childcare leave is other than paid childcare leave, or a qualifying FMLA event, that portion will be without wages or District paid benefits. If the leave is the result of an FMLA qualifying event, FMLA leave will run concurrently beginning with the first day of such leave.

Subd. 9. An employee, upon retirement, shall be entitled to payment of hospitalization and medical care premiums with a maximum of one hundred thirty-five (135) days sick leave accumulation provided that he/she has reached retirement age. The employee may apply for a maximum of sixty-eight (68) days cash settlement upon retirement provided that he/she has worked ten (10) years continuously for the

School District immediately prior to his/her retirement. The employee shall receive qualified cash retirement benefits on January 15 of the calendar year following his/her retirement date. The remaining amount of accumulated sick leave days, to a total of one hundred thirty-five (135), may be applied to health insurance provided that he/she has worked ten (10) years continuously for the School District immediately prior to his/her retirement.

Subd. 10. In the case of the death of a School District employee who would have qualified for benefits under the sick leave reserve fund on his/her retirement, his/her beneficiary or estate as named and filed with the District office, will be entitled to the cash value of the deceased employee's sick leave reserve the employee would have received had he/she retired. Determination of eligibility in each case is to be determined by the School District.

Subd. 11. In the case of death of a retired employee who had insurance values remaining in the School District, in accord with subdivision 10 of this section, the cash values of remaining health and hospitalization fund shall be provided the deceased employee's beneficiary or estate as named and filed with the District office.

Section 2. Worker's Compensation. Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting workers compensation insurance may draw sick leave and receive full salary from the School District, his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Section 3. Bereavement. Up to five (5) days leave shall be allowed with pay for the death in the employee's immediate family. Two (2) of the five (5) days will be subject to the discretion of the Superintendent depending on the circumstances. Immediate family is defined as the employee's spouse, child, foster child, son-in-law, daughter-in-law, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, grandchild, and step-relationships of family members as named in this section, or other relative living in the same household as the employee. Up to three (3) days leave shall be allowed with pay for the death in the employee's close family. Close family is defined as the employee's uncle, aunt, niece, or nephew.



Subd. 1. If an employee is required to be a pallbearer, he/she will be entitled to one (1) day leave of absence with leave to be charged to personal leave or unpaid leave.

#### Section 4. Medical Leave.

Subd. 1. An employee who has completed his/her probationary period and who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District. All leave under this section shall be considered to run concurrent with FMLA (Family Medical Leave Act).

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of the health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 5. Insurance Application. An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premiums in advance, except as provided for by FMLA.

Section 6. Credit. An employee who returns from unpaid leave shall retain seniority credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 7. Eligibility. Benefits will be provided for an employee working more than fourteen (14) hours per week or thirty-five percent (35%) of work week or sixty-seven (67) days per year but less than full-time on a prorated basis.

Section 8. Family Illness. The employee shall be allowed up to five (5) days for illness in the immediate family, other than spouse or child, with prior approval from the Superintendent. Such leave shall be deducted from the

accumulated sick leave. Immediate family, other than spouse or child, as defined in Section 3 of this Article. The School District may require verification by a doctor. All leave under this Section shall recognize Family Medical Leave Act (FMLA) with FMLA to begin the first day of leave under this Section.

**Section 9. Personal Leave.** All employees shall be entitled to four (4) days of personal leave per contract year, with no more than one (1) individual within an attendance area may be granted personal leave on the same day. The employee must notify the building principal in advance of such leave. The building principal will report each such leave on the certificate of attendance form. Personal leave may be granted the day preceding and/or following a holiday provided that a qualified replacement is found by the employee and approved by the principal. Unused personal leave days may be accrued to five (5) days, or any unused personal leave days shall be paid to the employee at eighty percent (80%) of the wage value.

## **ARTICLE 11 – VACATIONS**

**Section 1. Earned Vacation.** Full-time employees under these provisions shall accrue vacation as follows:

<b><u>Years of Service</u></b>	<b><u>Days of Vacation</u></b>
1 – 7	14
8 – 14	18
15 – 21	22
Over 21	26

**Section 2. Application.**

**Subd. 1.** Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 shall receive vacation on a pro-rated basis. If an employee resigns within the first year of employment the employee shall not be entitled to a cash out of any accrued vacation. If the employee transfers to another position within the District they shall carry any accrued vacation time with them. The School District shall receive a two (2) week notice from an employee of their intent to resign to receive a cash-out of all accrued vacation time.

Subd. 2. The scheduling of all vacation time shall be approved by the School District. Vacation time scheduled shall not be cancelled by the Employer without proper notice of fourteen (14) days and only in the case of an emergency unless mutually agreed to by the employee and the Employer.

## **ARTICLE 12 - HOLIDAYS**

Section 1. Paid Holidays. All employees shall receive the following paid holidays, for those holidays that occur within their regularly scheduled work year:

New Year's Day	President's Day
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Eve Day	

Section 2. When any holiday falls upon a Sunday, the following Monday shall be considered a holiday for all employees. When a holiday falls upon a Saturday, the preceding Friday will be considered a holiday for all employees. When a holiday falls on a Saturday, and the preceding Friday is also a holiday, the paid holiday will be on the Thursday preceding the Friday holiday. In the event the day prior to Christmas Eve is a student attendance day; another day will be granted off.

Section 3. School in Session. The School District reserves the right if school is in session, to cancel any of the above holidays and establish another paid 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.

## ARTICLE 13 – GROUP INSURANCE

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

Section 2. Health and Hospitalization. Establishment of Public Employees Insurance Program (PEIP), described in summary and attached as Insurance Attachment A, effective January 1, 2021, and Health Reimbursement Arrangement (VEBA Plan) as provided for in Subd. 2. 1. below.

Subd. 1. Benefits provided through PEIP. Employer shall provide the following contributions to insurance premiums for all qualified bargaining unit members and eligible staff who elect and enroll in single or family coverage:

- 87.5% for Advantage High Plan
- 90% for Advantage Value Plan
- 92.5% for HSA Compatible Plan

Subd. 2. VEBA (HRA) Plan Benefits. Employer shall make available a VEBA/HRA Plan to all qualified bargaining unit members who exercise their option to enroll in the PEIP - HSA Compatible Plan. It is intended that this arrangement constitute a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

1. Employer shall contribute \$1,000 annually for any active employee electing single or family coverage under the HSA Compatible Plan.
2. A "VEBA Plan" year is defined to September 1 to August 31 of each year.

Subd. 3. If the Employer maintains a health flexible spending account (FSA), the Employer will specify in the Adoption Agreement for the VEBA Plan document that eligible health expenses will be paid from the FSA account first until exhausted, and from the VEBA Plan second.

Subd. 4. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid by the Employer.

Administrative fees allocable to individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid from the account.

Administrative fees allocable to the individual accounts of former employees shall be paid from the account.

Administrative fees allocable to the individual accounts of retirees shall be paid from the account.

If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid by the Employer.

Subd. 5. Effective September 1, 2010, the School District maximum contribution for employees who were hired on or after July 1, 1999, who are selecting single health insurance coverage shall have their FTE calculated by taking their total service hours worked for the District divided by 1,690 hours to establish their FTE monthly contribution.

Subd. 6. The School District maximum contribution for employees who were hired prior to July 1, 1999, who are electing single health insurance coverage, the cost is pro-rated between the School District and the employee based on the amount of time the employee works per week. For the purpose of computing health insurance benefits, a thirty-two and one half (32.5) hour work week shall be considered full-time.

Subd. 7. In the event the employee's service hours in any given service year exceed the FTE calculation for District's paid portion of insurance premium, the employee shall be granted the excess FTE in the subsequent year.

In the event that the employee's service hours in any given service year are less than the FTE calculation for District's paid insurance premium, the District shall reduce subsequent years District contribution accordingly.

Section 3. Eligibility. Benefits will be provided for any employee working more than fourteen (14) hours per week or sixty-seven (67) days per year but less than full-time on a pro-rata basis.

Section 4. Retired Employees. All retired employees, hired before July 1, 2017, and their dependents may continue to be insured under the group hospitalization and medical insurance program covering employees of Independent School District Number 2142, provided; (a). they have reached a retirement age acceptable to the Public Employees Retirement Association with a minimum of ten (10) years of service with the School District and they have attained a minimum of fifty-five (55) years or have completed twenty (20) years of service with the School District; and (b). The monthly premiums are paid by the employee either through his/her unused sick leave accumulation or by personal payment.

Subd. 1. Retiree coverage shall continue until the total cost of all unused sick leave accumulated is exhausted, with a maximum of one hundred thirty-five (135) sick days may be carried into retirement. Upon exhaustion, retirees and/or dependents can continue to remain under the group insurance at their own expense.

Subd. 2. All employees, at the time of retirement, shall be entitled to receive cash severance payment up to fifty percent (50%) of their total accrued sick leave (one (1) days sick leave = one (1) days' pay) plus ten (10) days up to a maximum of one hundred thirty-five (135) days. Any employee who is Medicare eligible shall be entitled to cash severance payment up to eighty percent (80%) of their total accrued sick leave.

Subd. 3. Employees who have twenty (20) years or more to the District shall be entitled to an additional fifteen (15) days up to a maximum of one hundred thirty-five (135) days.

Subd. 4. Employees may opt defer more than fifty percent (50%) toward hospital insurance premiums upon retirement. Employees shall submit in writing to the District Office a letter noting the percentage of their severance amount to be cash and what percentage is to be applied toward continuation of medical premiums prior to their retirement.

Subd. 5. Employees who have not carried insurance through the District shall have their remaining severance converted to a health care savings plan.

Section 5. Life Insurance. The School District provide, for eligible employees, a term life insurance policy: thirty thousand dollars (\$30,000.00) to employees who work one thousand hours (1,000) hours or less in a school year and fifty thousand dollars (\$50,000.00) to employees who work one thousand and one hours (1,001) or more in a school year.

Section 6. Flexible Benefits Plan. The School District will provide a District wide flexible benefits plan available to all employees. It is agreed that the continuance of the plan from one year to the next will be based on whether or not the plan will be self-supporting with no additional costs to the District. The District will have the right to terminate or continue the plan on a yearly basis.

Section 7. Claims Against the School District. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. 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 the School District. Upon termination of employment, all District contributions shall cease.

Section 9. Dental. Eligible employees may participate in a single dental insurance benefit program for eligible, active employees who are enrolled in the dental program and working a minimum of twenty (20) hours per week, the Employer shall pay the full single premium beginning effective on the 1<sup>st</sup> month after the School Board approves the contract. Eligible employees who are enrolled in the dental program and working a minimum of twenty (20) hours per week will have the option to obtain Family Dental coverage with premium for the difference between single coverage and family coverage being one hundred percent (100%) the employee's responsibility.

Section 10. Long Term Disability. The District shall offer to all employees Long Term Disability insurance with a coverage of no less the sixty-five percent (65%) of the employee's salary and a waiting period of no longer than

sixty (60) days, and shall be paid for by the employee.

Section 11. Retirement – 403(b). A 403(b) with Employer contribution will be made available at the following rate:

Year 1 – 4	\$500 match
Year 5+	\$1,000 match

## **ARTICLE 14 – RATES OF PAY**

### Section 1. Rates of Pay.

Subd. 1. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022 to June 30, 2024.

Subd. 2. During the duration of this Agreement, any salary shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her current rate until a successor Agreement is entered into.

## **ARTICLE 15 – HOURS OF WORK**

Section 1. Basic Work Week. A regular full-time work week consists of thirty-two and one half (32.5) hours per week, exclusive of lunch. Site I Secretaries shall work a minimum of two hundred seventeen (217) days per school year. Site II Secretaries shall work a minimum of one hundred eighty-seven (187) days per school year. Site III Secretaries shall work a minimum of one hundred seventy-one (171) days per school year.

Section 2. Part-Time Employees. The School District reserves the right to employ such personnel as it deems necessary on a part-time or casual basis.

Section 3. Change in Start Times. All employees will be assigned starting times as determined by the School District. Before the employees hours are changed, the concerned employee shall be notified prior to the change, at which time the reason for the change are discussed. A five (5) day notice will



be given for a temporary change in starting times with "temporary" to be defined less than twenty (20) days. A thirty (30) day notice will be given if there is to be a permanent change in hours. In the case of an emergency situation, will be excluded.

Section 4. Overtime. Overtime shall be paid at the rate of one and one half (1 ½) the regular hourly rate of pay for all hours over forty (40) hours in a week.

Section 5. Lunch Period. Employees shall be provided a duty free lunch period of thirty (30) minutes.

Section 6. School Closings. In the event that school is closed for any reason the employees shall have the option of working or making up the day, and or may take a personal day, and or take a vacation day, or take it off without pay.

## **ARTICLE 16 – GENERAL PROVISIONS**

Section 1. The School Board agrees to permit the negotiation or grievance committee person or persons to appear at all negotiations or grievance meetings, as outlined in Article 9, with the School Board in negotiations or disputes without loss of pay, provided however, such meetings are scheduled with the District.

Section 2. The exclusive representatives of International Union of Operating Engineers, Local 70 with knowledge of the District, shall have access to the premises of the School District at reasonable times to investigate grievances and other problems with which they are concerned.

Section 3. The School Board will erect and maintain bulletin boards of reasonable size, which bulletin boards shall be for the use of the Union to post any notices, documents relating to Union affairs.

Section 4. Employees shall give a two (2) week notice of their desire to terminate employment to the School Board.

Section 5. The Union shall notify the District of any changes in Union stewards.

Section 6. All hours worked in the service of the Employer shall be considered when calculation of employee Health Insurance benefits.

## **ARTICLE 17 – PUBLIC OBLIGATION**

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

The exclusive representative agrees, therefore, that during the term of this contract neither the exclusive representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A.

## **ARTICLE 18 – 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, 2024, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the employees. 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.

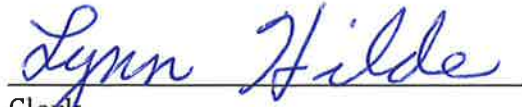
Section 3. Finality. Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open to negotiation during the term of this Agreement.

Section 4. Severability. The provisions of this Agreement shall be severable and, if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.


**IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

For: St Louis County ISD #2141

  
Chair

  
Clerk

  
Chief Negotiator

  
Date:

JH/jcb/opeiu#12  
Contracts/St Louis Clerical

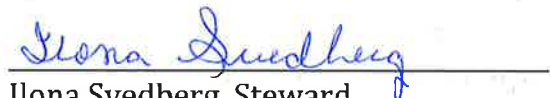
For: International Union of  
Operating Engineers, Local 70

  
SLOTT Maryla Business Manager

  
Michael Dowdle, President

  
Linda Powers, Recording Secretary

  
John Hane, Business Representative

  
Ilona Svedberg, Steward

  
Lori Miller, Steward

  
Date

## APPENDIX A

### Salary Schedule – Hourly Rate

<u>Classification</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
<b>Accounts Payable Specialist</b>		
Year 1	\$21.06	\$21.27
Year 2	\$22.67	\$22.90
Year 3	\$23.30	\$23.53
Year 4	\$23.94	\$24.18
<b>Site I Secretary</b>		
Year 1	\$20.27	\$20.47
Year 2	\$21.87	\$22.09
Year 3	\$22.48	\$22.70
Year 4	\$23.11	\$23.34
<b>District Office Secretary</b>		
Year 1	\$19.80	\$20.00
Year 2	\$21.40	\$21.61
Year 3	\$21.99	\$22.21
Year 4	\$22.59	\$22.82
<b>Site II Secretary</b>		
Year 1	\$19.35	\$19.54
Year 2	\$20.95	\$21.16
Year 3	\$21.52	\$21.74
Year 4	\$22.12	\$22.34
<b>Site III Secretary</b>		
Year 1	\$19.35	\$19.54
Year 2	\$20.95	\$21.16
Year 3	\$21.52	\$21.74
Year 4	\$22.12	\$22.34

\*Employer will pay a \$500.00 retention stipend upon ratification.

\*\*Experience credit may be given with mutual agreement of the Union

### Longevity Pay

\$5.00 per month after five (5) years.

\$10.00 per month after ten (10) years.

\$15.00 per month after fifteen (15) years.

JH/jcb/opeiu#12

## LETTER OF AGREEMENT

**St. Louis County ISD #2142**, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, hereinafter referred to as the Union, agree to the following:

In regards to Article 13 – Group Insurance, Section 4 – Retired Employees, Subd. 2,

*"All employees, at the time of retirement, shall be entitled to receive cash severance payment up to fifty percent (50%) of their total accrued sick leave (one (1) days sick leave = one (1) days' pay) plus ten (10) days up to a maximum of one hundred thirty-five (135) days. Any employee who is Medicare eligible shall be entitled to cash severance payment up to eighty percent (80%) of their total accrued sick leave."*


The parties agree that any current employees who are eligible for Medicare upon ratification of the 2022 – 2024 agreement, must tender their retirement effective July 15, 2022 or prior, to be eligible for the 80% cash severance payment.

For: St. Louis County ISD #2142



Date: 6-28-2022

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

  
Scott Marsyla Business Manager  
John Hane, Business Representative  
Ilona Svedberg, Steward  
Lori Miller, Steward

7/18/22  
Date:

