

AGREEMENT

between

ST. LOUIS COUNTY ISD #2142

and

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

CUSTODIAL UNIT

July 1, 2022 through June 30, 2024

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ARTICLE 1 – PURPOSE

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 the P.E.L.R.A., to provide the terms and conditions of employment for custodians and warehouse personnel during the duration of this Agreement.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the School District recognizes the International Union of Operating Engineers, Local No. 70, as the exclusive representative for custodians and repairmen personnel 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 14 hours per week or 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 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.L.R.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. Management Responsibilities. The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations. The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board 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 other Article in this contract.

ARTICLE 5 – EMPLOYEE RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 form 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 right 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 employee organization in 12 equal installments, beginning with the first pay period in July.

ARTICLE 6 – RATES OF PAY

Section 1. Rates of Pay.

Subd. 1. The wages and salaries reflected in the Salary Schedule attached hereto shall be a part of the Agreement for the period commencing July 1, 2022 through 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 7 – GROUP INSURANCE

Section 1. Selection. 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 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. 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. Dental Insurance. The School District shall provide single dental insurance benefits for each employee who qualifies for, and is enrolled in, the School District dental plan. The School District shall apply the district's single dental insurance benefit contribution towards a family plan premium, at the request of the employee, with the employee paying for the remainder of the family plan premium.

Section 4. Life Insurance. The School District agrees to provide group life insurance protection in the amount of \$50,000 for all full-time employees covered by the Agreement, and \$25,000 group life insurance for all part-time employees covered by this agreement, payable to the employee's designated beneficiary under the same conditions and terms as are presently in effect under group life insurance program.

Section 5. 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 6. Duration of Insurance Contribution. An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District, and is either performing service, or on paid leave, with the exception being employee on leave under FMLA (Family Medical Leave Act). Upon termination of employment, all District contributions shall cease.

Section 7. Flexible Benefit Plan. The School District will provide a district-wide flexible benefit plan available to all employees during the 1993-94 and 1994-95 school years. It is agreed that the continuation 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 8. Long Term Disability Insurance. The district shall offer all employees long-term disability insurance with coverage at no less than 65% of the employee's salary and waiting period no longer than 60 days at the employee's expense.

Section 9. 403(b) Contributions. Employees hired on or after July 1, 2017 will be eligible for a 403(b) Maximum District Matching Contribution as follows:

Years 1 – 4	\$500.00
Years 5+	\$1,000.00

Lifetime Maximum District Contribution: \$40,000.00

ARTICLE 8 – LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. A full-time employee shall earn sick leave at the rate of one and one-half (1 ½) days for each month of service in the employ of the School District with unlimited sick leave except as stated in Sub. 8 of this section. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. The following sick leave plan will apply to those employees hired after July 1, 1980:

1. Unused sick leave days may accumulate to a maximum credit of one hundred thirty-five (135) days 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.
2. Sick leave bonus of up to fifteen (15) days will be available to an employee in his/her last year of employment prior to retirement. These bonus days may be used to keep the employee as close as possible to the maximum accumulation of one hundred thirty-five (135) days
3. The number of bonus day credits to the employee's sick leave account will vary according to the individual employee's situation, but in no case shall the bonus days be more than fifteen (15) nor may the total accumulation exceed one hundred thirty-five (135) days.

Subd. 3. 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. 4. Medical Certificate. In case of repeated or extended absences, 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. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. A custodian may use sick leave for the care of a sick child, spouse or parent under the same terms and conditions as the custodian would use sick leave for his or her own illness.

Subd. 7. 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. 8. 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. 9. 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 at least three (3) calendar months 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 child care 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 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 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 child care 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. 10. An employee, with a hire date prior to July 1, 2017, 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 and has worked ten (10) years continuously for the School District immediately prior to his/her retirement. The employee shall receive qualified cash retirement benefits of 50% of accumulated sick days (maximum 68 days) on January 15 of the calendar year following his/her retirement date. The remaining 50% of accumulated sick leave days (maximum 67 days) will be deposited into the retiree's Minnesota State Retirement System (MSRS) Post-Retirement Health Care Savings Plan (HCSP) 30 days following retirement.

Employees with less than ten (10) years employment shall be prorated.

Subd. 11. 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. 12. In the case of the death of a retired employee who had insurance values remaining in the school district, in accord with Subd. 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 days leave shall be allowed with pay for the death in the employee's immediate family. Two of the five days will be subject to the discretion of the Superintendent depending on the circumstances. Immediate family is defined as the employee's, and the employee's spouse, child, parent, brother, sister, grandparent, grandchild, and step-relationships of family members as named in this section, or other relative living in the same household as the employee.

Subd. 1. If an employee is required to be a pall bearer, he/she shall be entitled to one (1) day leave of absence, with leave to be charged to sick 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 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 or the director of maintenance. 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. Catastrophic Illness. A custodian with 18 or more years of service to the school district, and who experiences a catastrophic illness as an employee, or a catastrophic illness of employee's spouse or child, and the employee is within two years of retirement in accord with PERA criteria, and who has reached the maximum allowable sick leave accrual prior to the outset of the catastrophic illness, shall receive up to 45 days of catastrophic illness sick leave that may be used in addition to the employee's sick leave accumulation.

Section 10. Personal Leave. All 12-month employees shall be entitled to three (3) days of personal leave per fiscal year (from July 1 through June 30 of the following year). 12-month employees with 24 years of service shall receive an additional personal leave day per fiscal year. Unused personal leave days may accrue to six (6) days. The custodian must notify the principal in advance of such leave. The custodian making the request for personal leave under this section, unless a bona fide emergency, shall be responsible for finding a qualified substitute. The principal will report each such leave on the certificate of absence form. No more than three (3) personal leave days may be used in succession. Unused personal leave days in excess of the six (6) days accrued limit shall be compensated to the employee at 80% of the employee's wage rate, with compensation and calculation made in July of each year.

ARTICLE 9 – HOURS OF SERVICE

Section 1. Basic Work Week. A regular work week shall consist of forty (40) hours, exclusive of one-half hour of unassigned time for each 8-hour shift, for full-time employees, Monday through Friday.

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. Shifts and Starting Time. All employees will be assigned starting times and shifts as determined by the School District. Before the employee's hours are changed, the concerned employee shall be notified prior to the change, at which time the reason for the change is discussed. A five-day notice will be given for temporary change in shift starting times, with "temporary" to be defined less than 20 days. A thirty (30) day notice will be given if there is to be permanent change in shift starting time. Changes in shift times, either temporary or permanent, exclude emergency situations.

Section 4. Lunch Period. Employees shall be provided a duty-free lunch period of thirty (30) minutes.

Section 5. Jury Duty. The School District shall grant employees time off to serve on juries. The amount of pay while serving on jury duty shall not exceed the difference between the employee's regular rate of pay and the statutory allowance.

Section 6. All full-time custodians working more than the number of hours specified for the shift during which they are employed - that is, more than eight hours for the day shift and more than eight hours for the afternoon and night shifts - shall be paid at the rate of time and one-half.

Section 7. All full-time employees working on Saturday and/or Sunday shall be paid at the rate of double time. All persons working on holidays shall be paid at the rate of double time if the holiday falls on a regularly scheduled workday. If the holiday falls on a Saturday or Sunday, the employee will be paid double time exclusive of their holiday pay.

Section 8. If the School District requires an employee covered by this Agreement to work a weekend boiler watch, he/she shall be compensated at

two times his/her normal hourly wage rate listed in the working Agreement. Part-time custodians assigned to weekend hours, exclusive of boiler watch, shall be paid at the part-time hourly rate.

Section 9. Call in time and compensation shall be a minimum of 2 hour call in paid with compensation to be 1.5 times regular rate for week days, double time for weekends and holidays.

Section 10. Payment for the overtime specified in Article 9 of this Agreement shall be made as soon as possible after the receipt of a signed voucher.

ARTICLE 10 – HOLIDAYS

Section 1. Paid Holidays. Full-time employees shall be granted the following paid holidays. Part-time employees paid pro-rata.

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Eve Day
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 fall 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 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 11 – VACATIONS

Section 1. Earned Vacations. Employees under these provisions shall accrue vacation as follows:

1 – 7 years of service	14 days
8 – 14 years of service	18 days
15 – 21 years of service	22 days
Over 21 years of service	26 days

Section 2. Application.

Subd. 1. Provision shall be made so that the custodians are given the opportunity to take the majority of their vacations during the time school is not in session during the months of June, July, and August. However, repairman personnel may take their vacations at any time during the year provided such time is consistent with the efficient operation of the maintenance program. In addition, vacations may be taken anytime during the year provided that the employee can secure a qualified replacement and the replacement is approved by the building principal, and the employee gives prior notice and receives approval from the building principal. The building principal shall inform in writing employees covered by this Agreement within five (5) working days after written request has been made as to whether vacation has been approved or disapproved. Vacation requests for repairman personnel shall also be informed in writing within five (5) working days as to whether vacation request has been approved or disapproved, repairman personnel shall submit vacation requests to District Director of Facilities and Grounds.

Subd. 2. Requests for vacation time shall be placed in writing to the maintenance director by May 1. If a custodian chooses a vacation time during the school year, he/she must indicate such on request, but does not have to identify the exact date at that time.

ARTICLE 12 – DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period of nine (9) 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 nine (9) 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 six (6) months' probation.

Section 2. Bid for Change of Job Classification.

- A. Notice of all vacancies shall be posted for ten (10) working days in each designated building in the School District. The senior employee, if qualified according to the Superintendent, and current job description of the newly posted position, shall be considered and given the newly posted position or additional hours of employment. Employee must submit an online internal application to notify the District of their interest in the position.
- B. The School District shall be allowed to advertise to the general public during the initial ten (10) working day posting. No off the street hire will be interviewed or hired for the position until the internal posting procedure has been completed.
- C. Job vacancies or new positions that are less than 35% of the full time 40-hour work week, the District shall have the authority to assign those hours to an employee who has hours available and are willing to accept those additional hours.
- D. Changes in shift from Evening to Days or vice versa, shall be posted as a new shift. More than 50% after 3PM will be considered Evening or more than 50% before 3PM will be

considered Days.

Section 3. Probationary Period – Change of Classification. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of nine (9) calendar months in any such new classification. During this nine (9) month 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 had 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.

Section 5. Cause for Discharge. Causes for discharge without a hearing shall be: 1) theft or stealing; 2) drunkenness on duty or habitual intemperance; 3) moral turpitude; 4) insubordination; and 5) permanent or chronic physical or mental ailments or defects impairing proper performance of duty.

Section 6. Physical Examination Required. The Board of Education reserves the right to require a physical examination for each successful applicant prior to the commencement of employment. The Board of Education reserves the right to require a physical examination of an employee at any time during the course of his/her employment when it is deemed necessary in the public interest. The cost of all physical examinations, when and if required, shall be paid for by the Board of Education of Independent School District No. 2142.

Section 7. Supervision. The building principal of each school shall be in direct supervision of the custodians with the maintenance director providing supervision during the summer months. The maintenance director shall provide direct supervision for the repairman.

ARTICLE 13 – 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 the tied employee's prior service to the school district, and if still tied by the last four digits of the employee's social security number, with the lowest number being declared the more senior employee, effective date for this provision shall be July 1, 2001.

Section 2. Seniority Lists. A seniority list shall be established for all full- time custodians. A separate seniority list shall be established for part-time custodians. A separate seniority list shall be established for repairman employees. "Bumping" shall not occur between the full-time custodians, part-time custodians and repairman employees.

ARTICLE 14 – REDUCTION IN 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 fully 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. The position will determine the rate of pay.

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 that classification of work. The Board of Education shall make the determination as to whether or not the applicant possesses the necessary qualifications.

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. 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 same seniority list, employees involved in the transfer shall not lose seniority standing. In cases of transfer from either the full-time seniority list to the part-time seniority list, or from the part-time seniority list to the full-time seniority list, 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 accord 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 to be 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 15 – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the 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 such party to act in his/her behalf.

Section 3. Definitions and Interpretation.

Subd. 1. Extension. Time limits specified in this Agreement may be extended 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. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United State 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 specific provision of the Agreement allegedly violated and the particular relief sought, within twenty 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 1. 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 days after receipt of the written grievance.

Subd. 2. Level 2. 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 days after 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 days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level 3. 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 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 days after receipt of the appeal. Within twenty 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 representative notifies the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance. Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration 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 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 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 M. S. 179.70, Subd. 4, providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request.

Subd. 4. Submission of Grievance Information. Upon appointment of the arbitrator, the appealing party shall, within ten 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 Section 5. Article XV, of the grievance procedure.

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

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty 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 case in arbitration. The parties shall share equally fees and expenses of the arbitrator, and any other expenses with 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, preceding, 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 preceding 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 16 – 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 17 – 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 #2141²¹⁴²


Chair


Clerk


Chief Negotiator


For: International Union of
Operating Engineers, Local 70



Scott Marsyla, Business Manager


Michael Dowdle, President


Linda Powers, Recording Secretary


John Hane, Business Representative


Kathy Salmela, Steward


Becky Ranisate, Steward

7-26-2022
Date:

7/5/22
Date

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

SALARY SCHEDULE

<u>2022 – 2023</u>				
	<u>Up to 1 Year</u>		<u>After 1 Year</u>	
	Monthly	Hourly	Monthly	Hourly
Custodian - Training	\$3,269.07	\$18.86	\$3,416.40	\$19.71
Custodian - Licensed *	\$3,312.40	\$19.11	\$3,459.73	\$19.96
Head Custodian	\$3,589.73	\$20.71	\$3,759.60	\$21.69
Repairman	\$4,220.67	\$24.35		
Part Time Non-Licensed		\$16.83		

<u>2023 – 2024</u>				
	<u>Up to 1 Year</u>		<u>After 1 Year</u>	
	Monthly	Hourly	Monthly	Hourly
Custodian - Training	\$3,302.00	\$19.05	\$3,451.07	\$19.91
Custodian - Licensed *	\$3,345.33	\$19.30	\$3,494.40	\$20.16
Head Custodian	\$3,626.13	\$20.92	\$3,797.73	\$21.91
Repairman	\$4,262.27	\$24.59		
Part Time Non-Licensed		\$17.00		

Head Custodian wage rate will receive an additional \$1.75 per hour differential. The \$1.75 differential is payable for those individuals under contract, who are subbing up to a Head Custodial positions, and who hold a 1st Class license.

Shift Differential (3:00 p.m. to 6:00 a.m.) – Afternoon shift custodians receive an additional thirty-five cents (\$0.35) per hour during the school year (180 days). Any hours above and beyond the (180 days) require submission of a voucher.

*License shall refer to a Second Class C Boiler License, at a minimum. Part-time employees carrying a Special License must upgrade Special License to Second Class within three (3) service years. Failure to upgrade to Second Class C within three (3) service years will result in employee being re-classified as a non-licensed part-time employee.

LICENSE DIFFERENTIAL For Full-Time Custodians

Boiler License:

\$4.00 per hour 1st Class C Boiler License

\$2.00 per hour 2nd Class C Boiler License

\$0.50 per hour Special Boiler License

The School District will pay the cost of the boiler exams provided the person taking the exam passes the test. Any full time bargaining unit employee who holds a 2nd Class C or 1st Class C boilers license shall receive the compensation listed in the contract even if he/she is not required to use his/her license. The School District shall pay the boiler license renewal fee each year.

Water License: \$25.00 additional per month.

The School District will pay the cost of the water license exams provided the person taking the exam passes the test. Any full-time bargaining unit employee who holds the appropriate water license shall receive the compensation listed in the contract only if the building and position he/she works in requires a water license. The School District shall pay the fee for continuing education and the water license renewal fee for these employees. In addition, the School District shall pay for continuing education and the water license renewal fee for all other employees who already hold a water license as of the signing date of this contract, however these employees will not receive the compensation listed in the contract.

Pool License: \$25.00 additional per month.

The School District will pay the cost of the Pool License exams provided the person taking the exam passes the test. Any full-time bargaining unit

employee who is required to hold a pool license shall receive the compensation listed in the contract only if the district requires them to hold the Pool License. The School District shall pay the fee for continuing education and license renewal fee for these employees.

Computation: The average work month for employees for the purpose of computing vacation, sick leave, and fractions of a month's work shall be one hundred seventy-three (173) hours.

JH/jcb/opeiu#12