

# **AGREEMENT**

between

**EASTERN CARVER COUNTY SCHOOLS ISD #112**

and

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

**July 1, 2018 through June 30, 2020**

## TABLE OF CONTENTS

ARTICLE I – PURPOSE.....	3
ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	3
ARTICLE III – DEFINITIONS .....	3
ARTICLE IV – SCHOOL DISTRICT RIGHTS.....	5
ARTICLE V – EMPLOYEE RIGHTS .....	6
ARTICLE VI – HOURS OF SERVICE .....	8
ARTICLE VII – RATES OF PAY.....	8
ARTICLE VIII – HOLIDAYS AND VACATION .....	11
ARTICLE IX – GROUP INSURANCE .....	15
ARTICLE X – LEAVES OF ABSENCE.....	16
ARTICLE XI – VACANCIES/POSTINGS/HIRING/PROBATIONARY PERIOD.....	23
ARTICLE XII – SENIORITY.....	26
ARTICLE XIII – DISCIPLINE/SUSPENSION/DISCHARGE .....	27
ARTICLE XIV – SEVERANCE PAY INSURANCE GROUP ELIGIBILITY AT RETIREMENT .....	28
ARTICLE XV – DEFERRED COMPENSATION PLAN .....	30
ARTICLE XVI – GRIEVANCE PROCEDURE .....	31
ARTICLE XVII – MISCELLANEOUS.....	35
ARTICLE XVIII – DURATION .....	36

## **ARTICLE I – PURPOSE**

This Agreement is entered into between the Independent School District 112, Chaska, Minnesota, hereinafter referred to as the District or School District, and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the 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 custodial and maintenance employees for the duration of this Agreement.

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

Section 1. Recognition. In accordance with the P.E.L.R.A., the School District recognizes the International Union of Operating Engineers, Local No. 70, as the exclusive representative for custodial and maintenance 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 this Agreement.

Section 2. Appropriate Unit. The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in ARTICLE-III, Section 2, below and the P.E.L.R.A., and in certification by the Commissioner of the Bureau of Mediation Services (BMS).

## **ARTICLE III – DEFINITIONS**

Section 1. Terms and Conditions of Employment. The term, “terms and conditions of employment,” shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, other than School District payment of or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District’s personnel policies affecting the working conditions of employees. “Terms and conditions of employment” is subject to the provisions of the P.E.L.R.A.

Section 2. Description of Appropriate Unit. For purposes of the Agreement, the term “appropriate unit” shall mean all persons in the appropriate unit

employed by the School District in such classification excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of thirty five percent (35%) of the normal work week in the employees bargaining unit or 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

Section 3. Full-Time Employees.

Subd. 1. For the purposes of benefits, an-employee is considered full-time if he/she works in a regular full-year position for thirty (30) to forty (40) hours per week.

Subd. 2. A regular work week shall consist of five (5) consecutive days and eight (8) hours per day exclusive of designated lunch periods. For head custodians a regular work week shall consist of five (5) consecutive days and eight (8) hours per day inclusive of a lunch period.

Section 4. Part-Time Employees.

Subd. 1. For the purposes of benefits, an employee is considered part-time if he/she works in a regular part-time position less than thirty (30) hours per week. This employee shall earn vacation, holidays and sick leave on a pro-rata basis as the requirements of each are met.

Subd. 2. The School District reserves the right to employ such employees as it deems necessary or desirable on a part-time basis.

Section 5. Temporary Employees. The School District may employ temporary employees subject to terms of the P.E.L.R.A.

Section 6. Years of Service. The term “years of service,” shall mean the number of years of uninterrupted service to the School District by the employee commencing with the first day of July closest to the employee’s beginning date of employment in a classification covered by this Agreement.

Section 7. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## **ARTICLE IV – SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights. The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. School Board 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 opportunities for the students of the School District.

Section 3. Effect of Rules, Regulations, Directives, and Orders. The exclusive representative recognizes that all employees shall perform the services and duties prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are consistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and managerial functions not expressly reserved in this Agreement, and all management rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

## **ARTICLE V – EMPLOYEE RIGHTS**

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

Section 2. Right to Join. Pursuant to the P.E.L.R.A. employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Request for Dues Check Off. Pursuant to P.E.L.R.A. employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each month and transmitted to the designated organization together with a list of names of the employees from whom deductions were made. Initiation fees, dues and other assessments shall commence thirty-one (31) days from the date of employment.

The School District will notify the exclusive representative's office, within thirty (30) calendar days, of any new employees to the bargaining unit. This notice will include the new employee's name, home mailing address, the number of hours working per week/school year and hourly rate of pay. The School District will also notify the exclusive representative of any employee terminating his/her employment with the School District.

Section 4. Lay-off/Reduction of Hours Procedures. When reducing the work force, the School District will use the following procedure.

Subd. 1. The School District will identify the position (s) being terminated and will notify all members of the employee group.

Subd. 2. The employee (s) whose position (s) is affected by the reduction shall have the right to replace the least senior employee in the same or lower job classification provided the employee is qualified for the position selected.

Subd. 3. Employees laid off because of a reduction in the work force will be placed on a recall list for one (1) year. A one (1) year extension is available upon receipt of a request by certified mail of an employee's desire for such extension prior to the expiration of the first year. Such extension requests shall be sent to the School District Human Resources Administrative Office. Employees with recognized seniority in the School District will be granted the right to recall.

Subd. 4. Employees will be recalled in the inverse order of lay-off. If the employee chooses not to accept an available full-time position, the employee will be officially terminated with no right of recall.

Subd. 5. Notification of recall shall be by certified mail, return receipt requested, to the last known address of the employee being recalled. The employee shall be responsible to provide address changes to the School District Human Resources Administrative Office. The employee must respond, in writing, to the recall offer within seven (7) calendar days. The date of return to work shall be at least fourteen (14) calendar days from the date the employee responds to the notice of recall.

Subd. 6. Employees who fail to respond, in writing, or fail to report to work shall waive their rights to reemployment.

Subd. 7. The School District reserves the right to require a physical examination, at School District expense prior to reemployment of an employee on the recall list in order to determine that the employee is physically able to perform the required job tasks.

Subd. 8. An employee shall receive a two (2) week notice if he/she is to be subject to lay off.

Subd. 9. No full or part-time employee shall have his/her hours of work reduced while any temporary employees are employed. If hours of an employee are reduced by twenty percent (20%) or more or affect benefit levels, such employees may consider the reduction a lay-off.

Section 5. Resignation. When an employee wishes to terminate his/her employment, he/she shall give two (2) weeks' written notice to the Human Resources Administrative Office. The written notice shall state the reason for the resignation and also state the last day of employment.

## **ARTICLE VI – HOURS OF SERVICE**

Section 1. Starting Times. Starting times shall be determined by the School District.

Section 2. School Closings. If school is closed due to weather or road conditions, employees are expected to report for work (this assuming roads are passable). Employees who are unable to get to work on such days shall be allowed to use paid leave, e.g., vacation.

## **ARTICLE VII – RATES OF PAY**

Section 1. Basic Rates of Pay (Hourly).

Subd. 1. July 1, 2018 through June 30, 2020.

<b><u>Classification</u></b>	<b><u>Rates of Pay</u></b>	
	July 1, 2018	July 1, 2019
<b>Custodian</b>	\$18.77	\$19.95
<b>Delivery Driver/Grounds Maintenance Helper</b>	\$18.77	\$19.95
<b>Custodian/Groundskeeper</b>	\$20.09	\$21.35
<b>Custodian/Maintenance over 200,000 sq. ft.</b>	\$20.09	\$21.35
<b>Weekend Custodian</b>	\$20.09	\$21.35
<b>Night Lead: less than 100,000 sq. ft.</b>	\$21.71	\$23.07



<b>Night Lead: 100,000 – 200,000 sq. ft.</b>	\$22.27	\$23.67
<b>Night Lead: over 200,000 sq. ft.</b>	\$22.80	\$24.23
<b>Maintenance/Grounds</b>	\$22.99	\$24.44
<b>Lead Grounds Worker</b>	\$23.99	\$25.50
<b>Maintenance Specialist</b>	\$24.55	\$26.09
<b>Head Engineer: less than 100,000 sq. ft.</b>	\$23.99	\$25.50
<b>Head Engineer: 100,000 – 200,000 sq. ft.</b>	\$24.55	\$26.09
<b>Head Engineer: over 200,000 sq. ft.</b>	\$25.06	\$26.64

Subd. 2. In addition to the scheduled base salary listed above, a ten cent (\$0.10) per hour career incentive increase is added for each year of service in the School District in a classification covered by this Agreement.

Section 2. Anniversary Dates for Vacation Accrual and Career Incentive.

Employees in their first year of employment will be credited with a full year of experience if their date of employment falls between the preceding July 1 and January 1. Employees hired between January 1 and June 30 will remain at the pay rate at which they were hired until July 1 of the following year.

Section 3. Shift Differential. A thirty-five cent (\$0.35) an hour shift differential shall be paid for any shift, starting at 12:00 p.m. or later.

Section 4. Overtime.

Subd. 1. Overtime for work beyond eight (8) hours a day shall be compensated at time and one-half (1/2). Excepted from the above will be extra hours because of school emergency.

Subd. 2. Whenever possible, overtime shall be equally spread among employees of the affected building for after hours or weekend activities, e.g., extracurricular activities, programs etc. The scheduled duty of weekend building checks shall result in a minimum of one and one-half (1½) hours at the overtime rate.

Section 5. Call Back Pay. When an employee must either return after leaving work or is called in on a day off, he/she shall be compensated for a minimum of one and one-half (1½) hours' for call back and be compensated at the rate of time and one-half (1/2).

Section 6. License/Certifications.

Subd. 1. The following expenses toward a boiler license will be reimbursed with district approval:

- Boiler license - fees and renewal fees shall be reimbursed by the School District upon submission of the boiler license to the Department of Buildings and Grounds.
- Boiler license - schooling tuition and exam fees will be reimbursed by the School District upon attainment of the boiler license and submission of the boiler license to the Department of Buildings and Grounds.

Subd. 2. All employees who have the following licenses will receive additional compensation according to the following schedule:

<u>Additional Compensation</u>	<u>License</u>
\$0.10/hr	Special
\$0.20/hr	Second Class License
\$0.30/hr	First Class License, and
\$0.40/hr	Chief License

Subd. 3. The following expenses toward the license and certifications below will be reimbursed with District approval:

- MN Registered Unlicensed Electrician – Training, license fees and renewal fees will be reimbursed by the School District upon attainment and submission of the MN Registered Unlicensed Electrician License to the Department of Buildings and Grounds.
- Certified Pool Operator - Training fees, license fees and renewal fees will be reimbursed by the School District upon attainment and submission of Certified Pool Operator License to the Department of Buildings and Grounds.
- Water System License – Training fees, license fees and renewal fess will be reimbursed by the School District upon attainment and submission of the Water System License to the Department of Buildings and Grounds.

Designated employees who have the following certifications will receive additional compensation according to the schedule below.

**Additional Compensation**

\$0.25/hr

\$0.30/hr

\$0.10/hr

**License**

MN Registered Unlicensed Electrician (Head Engineer and Night Lead and/or District designee(s))

Certified Pool Operator-(Head Engineer and Night Lead and/or District designee(s). This applies only to those employees in buildings with pool). If employee changes employment to a building without a pool the \$.30/hr does not follow the employee.

Water System License (Head Engineer and District designee(s) in applicable buildings only).

Section 7 Loss of Licensure/Certification. Employees who lose/fail to renew any license/certification listed above will lose license/certification additional compensation at the time of the loss of the license/certification. Employees who lose/fail to renew a license/certification that is required for his/her position may be reassigned or terminated if such license is not obtained within a period of 60 calendar days.

Section 7. Higher Classification. When an employee works in a higher classification for four (4) or more hours per day, he/she shall be paid the higher rate of pay.

**ARTICLE VIII – HOLIDAYS AND VACATION**

Section 1. Eligibility.

Subd. 1. Holidays and vacation shall be available to all qualified full-time and part-time employees as defined in ARTICLE III, Section 3 and 4 above.

Subd. 2. In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on an approved paid leave.

Subd. 3. An employee who resigns from School District and has used vacation over that which has been accrued on a pro-rata basis will have his/her final check reduced by that amount.

Subd. 4. An employee may, upon leaving the employment of the School District, receive pay for accrued, unused vacation days. Such pay shall be at his/her basic rate of pay.

## Section 2. Paid Holidays.

Subd. 1. Twelve (12) holidays are guaranteed each year from the list below. In a year in which fewer than twelve (12) holidays on the School Board approved school calendar exist, the difference between the designated holidays and the guaranteed twelve (12) holidays shall become floating holidays, the scheduling of which is subject to mutual agreement between the employee and his/her supervisor.

Independence Day	*Martin Luther King Day
Labor Day	*Presidents' Day
Thanksgiving Day	*Good Friday
Day after Thanksgiving Day	**Easter Sunday
Christmas Eve Day	
Christmas Day	
New Year's Eve Day	
New Year's Day	
Memorial Day	

\*These days are scheduled holidays for employees only if scheduled as a school holiday which is defined as a day with no students and no teachers. If any of these days are not scheduled as a school holiday, the employee is required to work and the employee earns a floating holiday, the scheduling of which is subject to mutual agreement between the employee and his/her supervisor.

\*\*Easter Sunday is a paid holiday only for those shifts and positions that are regularly scheduled to work on Sunday.

Subd. 2. Holidays shall be considered as time worked when computing overtime.

Subd. 3. The School Board reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Subd. 4. Any designated holiday that falls within an employee's vacation period shall not be counted as a vacation day.

Subd. 5. Employees required to work on any of the above listed holidays shall be compensated at the rate of one and one-half (1 1/2) times for all hours worked on such holidays in addition to regular holiday pay.

Subd. 6. Employees who don't work on a holiday as a part of their regularly scheduled work week, shall be given another day in lieu of the holiday by mutual agreement between employee and supervisor.

Section 3. Vacation. Employees are encouraged to use vacation in the year it is accrued. Eligible employees shall earn vacation according to the following schedule: The number of vacation days earned will be converted to hours (8 hours per day for an 8 hour employee and pro-rated hours for employees working less than 8 hours per day)

Subd. 1.

<u>Years of Service</u>	<u>Days of Paid Vacation</u>
Beginning year 1 through 5	10 days
Beginning year 6 through 13	19 days
Beginning year 14 through 20	23 days
Beginning year 21+	25 days

Subd. 2. No vacation is earned by an employee during his/her probationary period. Upon successful completion of probation, he/she will earn pro-rata vacation from the date of hire until July 1 as per Section 4 below.

## Section 4. Application.

Subd. 1. Vacation anniversary date for the School District shall be as of July 1 each year.

Subd. 2. Vacation time shall be granted by seniority preference within classification and may be taken on a year- round basis subject to approval by the Supervisor of Buildings and Grounds or his/her designee consistent with the needs of the School District. Vacation may be requested in 2, 4, 6 or 8 hour increments.

Subd. 3. Vacation that an employee accrues during a July 1 to June 30 contract year may be taken either during the contract year in which it is earned or up to June 30 of the next contract year. An employee may carry no more than one (1) year's vacation accrual into a new fiscal year.

Subd. 4. In the year of an employee's resignation or retirement from the School District, he/she may use days earned on pro-rata basis. If an employee should use more vacation than he/she has earned on a pro-rata basis, and the employee leaves the District for any reason, an adjustment will be made to his/her final paycheck.

Section 5. Wellness Incentive: An employee with unused sick leave days in excess of the total accumulation limit of one hundred and ten (110) days at the end of the fiscal year shall be given additional vacation days according to the following:

- for each four (4) days of accrued sick leave in excess of the one hundred and ten (110) days, the employee will be credited with one (1) additional vacation day and sick days will be adjusted accordingly. This incentive will be allowed to a maximum, of three (3) additional vacation days subject to Section 3. above, and,
- partial accumulation of sick leave in units of less than four (4) days shall not receive this vacation credit (i.e., an employee with one hundred and sixteen (116) days of accumulated sick leave days on July 1, would receive one (1) additional vacation day during the fiscal year beginning on July 1. An employee with one hundred and ten

(110) accumulated sick days on July 1, would not receive an additional vacation day during the fiscal year beginning July 1).

## **ARTICLE IX – GROUP INSURANCE**

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

### Section 2. School District Health Insurance Plans.

Subd. 1. The School District will contribute the sum of four hundred ninety eight dollars and ninety-two cents (\$498.92) per month (\$5,987 annually) for the 2018-19 and 2019-20 fiscal years for each eligible employee who elects to enroll in the School District’s health insurance plan. An employee electing more expensive coverage than the School District annuum contribution will pay the additional premium cost by payroll deduction.

When an employee and his/her spouse are both employees in the School District, they may pool their School District insurance contributions with the following stipulations:

- both employees must participate in the School District health insurance plan, if qualified, and maintain two (2) single, a single plus one (1) or two (two), or a family insurance contract. Any balance remaining shall be distributed among benefits (health insurance, dental insurance, supplemental life insurance, accidental death and dismemberment insurance, long term disability insurance, flex) or cash.

Section 3. Dental Insurance. The School District shall contribute the sum of zero dollars (\$0.00) per month (\$0.00 annually) toward the premium for dental insurance for each eligible employee who elects to enroll in the School District’s dental insurance plan. An employee electing more expensive coverage than the School District contribution shall pay the additional premium cost by payroll deduction.

Section 4. Long-Term Disability Insurance. The School District shall pay the full premium for coverage in the long-term disability insurance plan for eligible employees. For 2018-19 the District shall pay the premium for an LTD policy that will be at 50% of base salary and a 90 calendar day waiting period. For 2019-20 the District shall pay the premium for an LTD policy that will be at 66.66% of base salary and a 60 calendar day waiting period.

Section 5. Life Insurance. The School District shall provide \$36,000 of group term life insurance coverage for each eligible employee. The principal sum benefit for any employees age seventy-five (75) and over shall be the amount specified by the policy and may be lower than the amount specified in this section. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier.

Section 6. Claims Against the School District. Any description of insurance benefits contained in this article is intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution. An employee is eligible for School District contribution as provided in this Article as long as the employee is on the payroll of the School District. Upon termination of employment, all School District participation and contribution shall cease, effective the last working day.

Section 8. In the event the School District offers core benefits, the Union has the opportunity to change the above coverage at the time or at any time of open enrollment.

## **ARTICLE X – LEAVES OF ABSENCE**

### Section 1. Sick Leave.

Subd. 1. All full-time employees shall be credited with twelve (12) days of sick leave per year (one (1) day per month). The number of sick leave



days earned will be converted to hours (96 hours per year and 8 hours per month for an 8 hour employee and pro-rated hours for employees working less than 8 hours). This yearly leave allowance shall be in addition to the total accumulation of available days as defined by Subd. 2. below. However, if an employee leaves the School District without having earned, on a pro-rata basis, the number of sick days the employee has used, the School District shall reduce the employee's final paycheck for any unearned sick leave days.

Subd. 2. Unused sick leave days or pro-rata days may accumulate to a maximum credit of one hundred and ten (110) days (880 hours) of sick leave per employee. The yearly allowance shall be in addition to the total accumulation of the available days as defined by this section.

Subd. 3. Sick leave days shall be allowed by the School District when an employee's absence is found to have been due to illness which prevented his/her performance of duties on that day or days. Medical and dental appointments should be scheduled outside of the workday whenever possible.

Subd. 4. Sick leave pay shall be approved only upon submission of such request through the District's leave system.

Subd. 5. In an absence of personal illness of three (3) or more consecutive working days the School District may require an employee to furnish a medical certificate from the attending qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness, and or disability in order to qualify for sick leave pay. The School District may require an employee who has taken sick leave for his/her own illness and /or disability, to furnish a fitness for duty certificate prior to the employee's return to work. In the event that a medical certificate and/or fitness for duty certificate will be required, the employee will be so advised.

Subd. 6. An employee may use personal sick leave up to the amount accumulated for serious illness of the employee, or the employee's spouse or child. An employee may also use sick leave not to exceed five (5) days for serious illness involving the employee's parent, brother, sister, aunt, uncle, grandparent, grandchild, spouse's parent, or person

residing in the employee's household. In extenuating circumstances, an employee may make an additional request for use of sick leave and/or an extension to the five (5) day limit to the Superintendent/designee. An employee may also use sick leave in accordance with Minn. Stat. 181.9413 (2016) as amended (see District 112 website, Human Resources for a complete description on use of sick leave).

Subd. 7. An employee giving birth shall be able to use accumulated sick leave for the employee's duty days during the six (6) to eight (8) continuous calendar weeks (doctor's normal prescribed time period of disability due to childbirth) following the delivery of the child. An employee adopting a child may use up to six (6) continuous calendar weeks/thirty (30) continuous days of vacation and/or accumulated sick leave following the adoption of a child. Non-duty days, such as breaks, holidays, summer, and weekends are included in the determination of the number of accumulated sick leave days granted for reasons of childbirth/adoption. Accumulated Sick Leave may not be used on non-duty days.

Up to ten (10) consecutive accumulated sick leave days may be granted to an employee whose spouse gives birth immediately following the birth of the child and to the adoptive parent following the adoption of a child. Non-duty days such as breaks, holidays, and summer will be considered in the determination of the number of accumulated sick leave days granted for reasons of childbirth.

Subd. 8. When sick leave has been exhausted, the Superintendent shall be authorized by order of the School Board to grant an extended leave of absence without pay to satisfy the requirements of the Public Employees Retirement Association for disability and death benefits.

Subd. 9. Employees have the option to "sell" sick leave days at their current daily rate of pay (at the time of open enrollment only) to distribute among benefits (health insurance, dental insurance, supplemental life insurance, accidental death and dismemberment insurance, long term disability insurance, flex) or cash. Employees who have at least twenty (20) days in their sick leave bank may sell up to two (2) future days per fiscal year; employees who have at least thirty (30) days in their sick leave bank may sell up to five (5) future days per

fiscal year; and employees who have at least sixty (60) days in their sick leave bank may sell up to eight (8) future days per fiscal year

Subd. 12. Donation of Sick and/or Vacation Day(s) to Another

Employee. Any employee covered by the terms of this Agreement may donate a total of two (2) days per fiscal year (July 1-June 30) of his/her accumulated sick leave, or vacation days, to another employee (second donated day must go to a different employee) for the following reasons:

- the employee receiving the donation is being placed on long term disability (LTD) and has insufficient sick leave, vacation days, and/or personal time off days to meet the LTD waiting period without loss of income. Only the minimum number of days necessary to meet the terms of the waiting period after the recipient has used his/her accumulated sick leave days may be donated; or
- the employee receiving the donation has experienced a catastrophic circumstance, as determined by the Superintendent or his/her designee, that resulted in a zero (0) balance of the employee's sick leave and/or vacation days.

Guidelines to request a donation of a day and/or how to donate a day to another employee may be requested through the School District Human Resource Department.

Subd. 12. Upon termination of an employee's employment for any reason, all sick leave, current or cumulative, shall be immediately and automatically canceled.

Section 2. Bereavement Leave.

Subd. 1. All full-time employees as defined by ARTICLE III above, may be granted with administrative approval up to five (5) bereavement days, non-accumulative, for absence due to a death. Use of these days does not result in a deduction from sick leave.

Subd. 2. Part-time employees shall have available bereavement leave on a pro-rata basis.

Subd. 3. Should additional time away from work be needed as the result of a death, sick leave and/or vacation leave may be used by the employee to meet that need. Should additional time away from work be needed as the result of a death the employee should notify (in writing) the Director of Administrative Services.

### Section 3. Child Care Leave/Adoption.

Subd. 1. A child care/adoption leave may be granted by the School District, subject to the provisions of this section, to one (1) employee parent of a child, provided such employee parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care/adoption leave shall inform the Superintendent or his/her designee in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. An employee will also provide at the time of the leave application, a statement from the physician or adopting agency indicating the expected date of delivery or adoption.

Subd. 3.  
An employee may utilize sick leave pursuant to the sick leave provisions of the Agreement for a child care/adoption leave. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care/adoption leave so that the dates of the leave are coincident with some natural break in the school year. The availability of a substitute employee may also be considered by the School District in the granting of a child care/adoption leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a child care/adoption leave, the School District shall not, in any event, be required to: grant any leave more than twelve (12)

months in duration or permit the employee to return to employment prior to the date designated in the request for child care/adoption leave.

Subd. 6. An employee returning from child care/adoption leave shall be reemployed in a position for which qualified unless previously discharged or laid off.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree, in writing, to an extension in the leave.

Subd. 8. Leave under this section shall be without pay or fringe benefits.

Subd 9. An employee on Child Care Leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/Child Care Leave, long term disability insurance coverage is not available.

Section 4. Unpaid Leave. Request for a "leave of absence" without pay or benefits of up to ninety (90) calendar days may be presented, in writing, to the Superintendent or his/her designee. The administration of the School District reserves the right to grant or deny such a request at its discretion. The employee will return to his/her current position.

Section 5. Family and Medical Leave (FMLA). FMLA leave shall be granted pursuant to applicable law.

## Section 6. Workers' Compensation.

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

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the portion of days of sick leave or vacation time which is used to supplement workers' compensation.

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who receive sick leave or vacation pay pursuant to this section shall submit his/her workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence, pursuant to Subds. 1.-4. above.

Subd. 6. An employee of shall not be entitled to sick pay benefits under this section if he/she is injured while in the employment of another employer nor shall any accrual of such sick leave or vacation during the period of convalescence from that injury.

## Section 7. Jury Duty.

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to fulfill this responsibility without any

salary deduction or loss of leave allowance. The compensation received for jury duty service shall be remitted to the School District, less the mileage per diem and other expenses as regulated by State guidelines. To qualify for this payment, the employee must return to his/her regular duties upon being dismissed from jury duty.

Section 8. Military Leave. Military leave shall be granted pursuant to applicable law.

Section 9. Emergency Leave. This leave is only available in situations when all other applicable leave has been exhausted.

Subd. 1. Upon advance notice and arrangement with the Building Principal and the Supervisor of Building and Grounds, up to two (2) days of leave may be used by an employee during any one (1) contract year for necessary absence which is due to an emergency. Examples of uses for which emergency leave is intended might be: fire, tornado, accident, flood or similar weather emergency.

Subd. 2. This leave does not accumulate from year to year, and the use of the days is not deducted from sick leave.

Subd. 3. In order to make use of an emergency leave, an employee shall be required to specify the reason for use of emergency leave, using the emergency leave form.

Subd. 4. The granting of emergency leave is solely at the discretion of the administration.

## **ARTICLE XI - VACANCIES/POSTINGS/HIRING/PROBATIONARY PERIOD**

Section 1. Posting of Vacancies. All vacancies in regular positions will be posted for a two-week period. A full-time or regular vacancy is defined as one anticipated to last more than six (6) months. A temporary vacancy is defined as one anticipated to last less than six (6) months.

Section 2. Application for Vacancies. All employees may submit application for any vacancy which is posted pursuant to this Article. Probationary

employees in good standing, at the School District's discretion and not specifically hired for a weekend shift position, would also have the opportunity to apply for newly posted positions and vacancies. For lateral positions, employees may submit an application and be awarded a new position no more than once every six (6) months. In extenuating circumstances, the supervisor of buildings and grounds may waive the six month requirement. Whether or not such waiver will be granted, and under what circumstances, will be at the discretion of the supervisor of buildings and grounds after a review of all the circumstances.

Section 3. Filling of Vacancies. Notice of the candidate selected to fill the vacancy shall be given within fifteen (15) working days after the closing of the position, whenever practicable.

Section 4. Application of Seniority. Seniority will apply in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position.

Subd. 1. Seniority preference will be provided in cases when qualified employees apply to an equivalent position that is perceived to have a shift preference.

Subd. 2. Seniority preference is excepted in those positions involving a promotion. Those positions shall be filled as provided in Section 5 below. For the purposes of this section, a promotion is defined as moving to a classification involving an increase in pay.

Section 5. Extra Responsibility Differential Positions.

Subd. 1. In filling positions involving a promotion as defined in Section 4 above, the position shall be filled by the District with the senior qualified candidate. In making its determination, the School District shall consider the employee's qualifications, aptitude for the position, as well as his/her length of service with the School District, along with other relevant factors.

Subd. 2. If, in review of applications, the School District is going to recommend that the job be awarded to a junior employee, the exclusive



representative shall be notified in advance prior to the notification to the junior employee. The exclusive representative will have the opportunity to schedule a meeting to review the School District's decision prior to notification to the junior employee. The exclusive representative will have five (5) days after notification by the School District to schedule the review meeting. If no review meeting is requested by the exclusive representative within the five (5) day period, the District will notify the selected employee of its decision to offer the position. If a review meeting is requested, the Director of Administrative Services, the Supervisor of Buildings & Grounds and one (1) District representative from the interview team will meet with the senior employee and exclusive representative representatives to review the hiring recommendation. The decision of the Director of Administrative Services may be appealed to the Superintendent within the provisions of the grievance procedure and a review may be sought with the School Board. However, if no agreement is reached, the decision of the Superintendent or the School Board shall be final and binding and such decision shall not be subject to the arbitration clause.

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

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

Section 8. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period not to exceed one hundred and twenty (120) working days of continuous service. At the School District's discretion, upon approval of the Union, the District may extend an employee's probationary period. During this probationary period, the School District shall have the right to discharge with or without cause. Such terminated probationary employees shall not have access to the grievance arbitration clause of this contract.

Section 9. Probationary Period, Change of Classification. In addition to the initial probationary period, an employee transferred or promoted to a

different classification shall serve a new probationary period of sixty (60) working days in any such new classification. If during this sixty (60) days the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former job and re-post the position.

## **ARTICLE XII – SENIORITY**

Section 1. Recognition. The parties recognize the principle of seniority in the application of this Agreement within classifications concerning reduction or increase of work force, preference of shift assignment, and assignment of vacation period. In regard to vacancies and promotions, the provision of ARTICLE XI above shall apply.

Section 2. Date. Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement. Upon acquiring seniority, the seniority date shall relate back to the date of original hire in a classification covered by this Agreement. If more than one (1) employee is hired at the same time, whoever accepts the job first (time) shall have the higher seniority. Seniority ranking shall be by date, time, and alphabet.

Subd. 1. For the purpose of benefits only, School District seniority will be from original date of hire in any School District position.

Subd. 2. Bargaining Unit Seniority. Employees shall acquire bargaining unit seniority upon completion of the probationary period as defined in this Agreement. -Upon acquiring bargaining unit seniority, the bargaining unit seniority date shall relate back to the date of original hire in the bargaining unit. If more than one (1) employee is hired at the same time, whoever has the higher last four (4) digits on his/her Social Security number shall have the higher seniority.

Section 3. Lay off Application. An employee on lay off shall retain and continue to accrue his/her seniority. He/she has the right to recall within classification in seniority order for a period of one (1) year after the date of lay off. (See ARTICLE V, Section 4 above.)

Section 4. Termination of Seniority. Seniority shall terminate for any of the following reasons:

- voluntary resignation,
- termination for cause,
- layoff for longer than the time frame outlined in ARTICLE V, Section 4 above, or
- working in a position outside of the bargaining unit for more than one (1) year from the date of transfer.

Section 5. Seniority List. The School District shall publish a seniority list by January 15 or as soon thereafter as possible.

Sub. 1. Any employee whose name appears on the seniority list and who disagrees with the order of seniority shall notify the Human Resource Administrative Office within twenty (20) days from the date of the publication of said list and supply written documentation/reasons and a request for any change to the seniority list. The School District shall evaluate all such written communications regarding the order of seniority and make any appropriate changes. A final seniority list shall be prepared and published by the School District upon any changes made to the original seniority list.

## **ARTICLE XIII – DISCIPLINE/SUSPENSION/DISCHARGE**

Section 1. Employee Discipline.

Subd. 1. A non-probationary employee may be disciplined for cause. The causes for discipline include but are not limited to:

- unsatisfactory job performance,
- stealing,
- intoxication or using mood altering chemicals on the job,
- insubordination,
- failure to report to work without proper notification,
- misuse of the leave provisions of this Agreement, and
- violation of any School District policy.

A meeting with the employee and exclusive representative would generally precede employee discipline. The School District reserves the right to suspend or discharge immediately under extreme and unusual circumstances.

Subd. 2. The School District follows the principles of progressive discipline and shall discipline for just cause. The normal progression of discipline for minor offenses shall be as follows:

- verbal warning (documented in file),
- written warning (copy to exclusive representative),
- suspension / demotion (copy to exclusive representative),  
and
- termination (copy to exclusive representative).

## Section 2. Suspension.

Subd. 1. An employee may be suspended without pay for good and sufficient reason. Any such suspension is subject to the grievance procedure.

Subd. 2. The suspension shall take effect upon receipt by the employee of the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the School Board, but not to exceed a period of thirty (30) working days.

## **ARTICLE XIV – SEVERANCE PAY INSURANCE GROUP ELIGIBILITY AT RETIREMENT**

Section 1. Eligibility for Severance Pay. Only those employees who were hired prior to July 1, 1992, and have served fifteen (15) continuous years as a custodial or maintenance employee for the School District are eligible for severance pay or early retirement provisions of this contract. Employees hired after July 1, 1992 are not eligible for the provisions of this section.

Subd. 1. Eligible employees shall accumulate five (5) days of unused sick leave for each full year of employment in the School District up to a

maximum of one hundred (100) days. In applying these provisions, the daily rate of pay for an eligible employee shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for that year.

Subd. 2. Compensation for severance shall be paid by the School District in the following manner:

- One hundred percent (100%) shall be paid in the employee's name to the District's designated Health Care Savings Plan (HCSP) Payments shall be paid by the District in equal installments over a period of time not to exceed twenty-four (24) months. Payments shall be made of 1/3 by June 30 of the year of retirement, 1/3 on the following January 1<sup>st</sup> and the final 1/3 on the next January 1<sup>st</sup>. Zero percent (0%) shall be paid in the employee's name to a 403b plan. Payments shall be made of 1/3 by June 30<sup>th</sup> of the year of retirement, 1/3 on the following January 1<sup>st</sup> and the final 1/3 on the next January 1<sup>st</sup>. Zero percent (0%) shall be paid to the employee in cash. Payments shall be paid by the District in equal installments over a period of time not to exceed twenty-four (24) months. Payments shall be made of 1/3 by June 30<sup>th</sup> of the year of retirement, 1/3 on the following January 1<sup>st</sup> and the final 1/3 on the next January 1<sup>st</sup>. If the employee dies with a portion of his/her compensation for unused sick leave unpaid, the full balance then due shall be paid, to the employee's named beneficiary, if any, otherwise to the employee's estate.

Subd. 3. Severance pay shall not be granted to a custodial or maintenance employee who is laid off or terminated for cause.

## Section 2. Participation in Group Insurance at Retirement.

An employee retiring from the School District and under the provisions of PERA shall be eligible to continue participation in the School District group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the retirement

(see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon the failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for a retiree, long term disability insurance coverage is not available.

Section 3. Post-Retirement Health Care Savings Plan (HCSP). The School District shall provide an opportunity for employees to participate in a post-retirement health care savings plan as authorized under MS 352.98.

## **ARTICLE XV - DEFERRED COMPENSATION PLAN**

A deferred compensation program is available to all employees through the School District's approved investment providers. All full-time employees (ARTICLE III, Section 3. above) in a regular position, beginning their third (3<sup>rd</sup>) year of employment in the School District will be eligible to participate in the deferred compensation matching program.

Subd. 1. Employees who began their third (3<sup>rd</sup>) year of employment in the School District prior to July 1, 1992, are eligible to participate in the deferred compensation matching program in addition to the severance program. Should these employees participate in the deferred compensation matching program and become eligible for severance pay pursuant to ARTICLE XIV above, the total School District matching contribution will be subtracted from the severance amount. This provision does not include accrued interest which is the property of the employee.

Subd. 2. An eligible employee must notify the payroll office, in writing, of his/her intention to participate in the District's matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the payroll office in writing of any change. Eligible employees may elect to participate in the District's matching program at the time of open

enrollment (for the following contract year) or at any time during the eligible contract year.

Subd. 3. The School District will pay its matching share of FICA and PERA taxes as provided for by the Minnesota Deferred Compensation legislation.

Subd. 4. The School District will match eligible employee contributions in the following amounts:

- beginning year 3 through 10 = up to \$400 yearly
- beginning year 11 through 20 = up to \$600 yearly
- beginning year 21+ = up to \$800 yearly

Subd. 5. Employees on unpaid leave may not participate in the deferred compensation matching program and tax sheltered annuities plan as entitled under Minnesota and Federal statute and Internal Revenue Service (IRS) rulings.

## **ARTICLE XVI – GRIEVANCE PROCEDURE**

Section 1. Grievance Definition. The word "grievance" shall mean a written 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 of employment insofar as such matters are contained in this Agreement.

Section 2. Representative. The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Definitions and Interpretations.

Subd. 1. Time limits specified in this Agreement may be extended by written mutual agreement.

Subd. 2. Reference to the word “days” regarding time periods in this procedure shall refer to working days. The term “working day” is defined as all week days not designated as holidays by state law.

Subd. 3. In computing any period of time prescribed or allowed by procedures in this article, 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, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

Subd. 4. The filing or service of any notice or document required by this Agreement shall be considered 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 Limitations and Waiver. A grievance 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(s) of the Agreement allegedly violated and the particular relief sought within twenty (20 days) after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the employee and the School District’s designee.

Section 5. Resolution of Grievance. The School District and the exclusive representative shall attempt to resolve all grievances through informal discussions. If this attempt is unsuccessful, the grievance shall move to Level 1 of the Grievance Procedure.

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the grievance shall be reduced to writing and submitted to the School District within twenty (20) days after the date that the first event giving rise to the grievance occurred. The School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.



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

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 at the request of the grievant or at its own instance provided each party is notified of its intention to review within ten (10) days after a decision in Level I or Level II has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to affirm, reverse or modify such decision. A committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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

Section 8. Mediation. (Optional by mutual agreement) The parties may call for mediation of the dispute by a mediator mutually agreed upon from the local office of the Bureau of Mediation Services (BMS). A recommendation for settlement of the dispute by the mediator shall not be final and binding upon either party unless it is mutually agreed.

Section 9. 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 below:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II or within ten (10) days after the decision of the

School Board if the School Board reviews a decision pursuant to Section 6, 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 and appeal provisions.

Subd. 3. Selection of Arbitrator. Upon the prior submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the BMS, to furnish a list of seven (7) perspective arbitrators to the parties. From this list, each party shall alternately strike one (1) name until one (1) name remains. The last remaining name shall be designated the arbitrator.

Subd. 4. Submission of Grievance Information. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School District, the following:

- the issues involved
- statement of the facts
- position of the grievant
- the written documents relating to Section 5, Article XV of the grievance procedure.

The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

Subd. 6. Decision. 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 in the P.E.L.R.A.

Subd. 7. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, and the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as contained in this 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 in this article; : nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organization structure, and selection and directions and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the Public-School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XVII - MISCELLANEOUS**

Section 1. Pay Dates. Pay dates shall be on the fifteenth (15<sup>th</sup>) and the last day of each month.

Section 2. Direct Deposit. All employees shall be paid through direct deposit.

Section 3. Per Diem and Mileage Allowance.

The per diem and mileage allowance for all employees will meet IRS guidelines as specified by School Board policy. All claims will be verified and processed through the Finance Department. Reimbursement shall be consistent with School Board policy.

**ARTICLE XVIII - DURATION**

Section 1. Terms and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2018 through June 30, 2020 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2018, it shall give written notice of such intent no later than May 1, 2020, unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms, and conditions of employment supersede all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

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

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement this  
**10<sup>th</sup> day of December, 2018.**

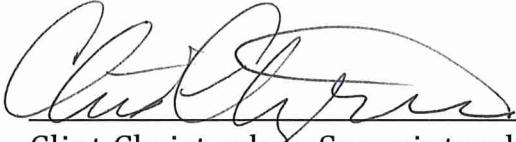
For: The School District



Tim Klein, School Board Chair



Jeff Ross, Board Clerk

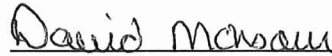


Clint Christopher, Superintendent



Jim O'Connell,  
Director of Administrative Services

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



David Monsour, Business Manager



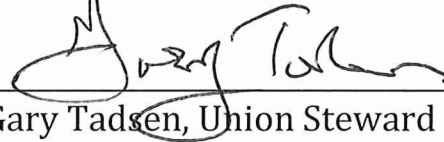
Michael Dowdle, President




Linda Powers, Recording Secretary



Julie Moeckly, Business Representative



Gary Tadsen, Union Steward



Donald Wenz, Union Steward



Todd Johnson, Union Steward