

**AGREEMENT**

between

**WEST ST. PAUL ISD #197**

and

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

**July 1, 2019 through June 30, 2021**

## TABLE OF CONTENTS

ARTICLE I – PURPOSE.....	3
ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	3
ARTICLE III – DEFINITIONS AND RIGHTS .....	3
ARTICLE IV – RATES OF PAY .....	4
ARTICLE V – HOURS OF SERVICE .....	8
ARTICLE VI – JOB POSTING .....	9
ARTICLE VII – GROUP INSURANCE.....	11
ARTICLE VIII – PAID ABSENCES.....	12
ARTICLE IX – RETIREMENT AND RESIGNATION .....	17
ARTICLE X – DISCIPLINE AND DISCHARGE .....	20
ARTICLE XI – UNPAID DISABILITY LEAVE .....	21
ARTICLE XII – GRIEVANCE PROCEDURE.....	21
ARTICLE XIII – NON-DISCRIMINATION .....	25
ARTICLE XIV – REDUCTION OF WORK FORCE .....	26
ARTICLE XV – UNPAID LEAVES OF ABSENCE .....	28
ARTICLE XVI – DURATION.....	28
SALARY SCHEDULE.....	30
SALARY SCHEDULE.....	31

## **ARTICLE I – PURPOSE**

Section 1. Parties. This Agreement is entered into between the School Board of Independent School District No. 197, a Minnesota municipal corporation, West St. Paul, Minnesota, hereinafter referred to as the School District, and the International Union of Operating Engineers, Local No. 70 as the exclusive representative, hereinafter referred to as the Union, 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. of 1971, as amended, to provide the terms and conditions of employment for the maintenance, custodial and receiving personnel during the duration of this Agreement.

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

Section 1. Recognition. In accordance with the P.E.L.R.A. of 1971, as amended, the School District recognizes the Union as the exclusive representative for the maintenance, custodial and receiving personnel employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The Union shall represent all maintenance, custodial and receiving employees of the School District as classified in this Agreement and in the B.M.S. certification 78-PR0750-A.

## **ARTICLE III – DEFINITIONS AND RIGHTS**

Section 1. Terms. Terms used in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

Section 2. Rights. Employer and employee rights shall be defined as follows:

Subd. 1. Employee rights shall be as defined in the P.E.L.R.A. of 1971, as amended.

Subd. 2. School District rights shall be as defined in the P.E.L.R.A. of 1971, as amended. The Union recognizes that the School District is not

required to meet and negotiate regarding 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, selection, direction and number of personnel. The above rights and duties should not exclude other management rights and functions not expressly stated. The Union recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limits. The School District shall exercise the regular and customary functions of management, including the right to hire, assign work, promote, transfer, suspend, discharge, establish and discontinue jobs or operations, establish shift hours and make such rules as relate to the operation of the School District. All management rights and functions not expressly delegated in this Agreement are reserved to the School District.

Section 3. Request for Dues Check Off. Employees shall have the right to request and be allowed dues check-off for the Union, provided the check-off of dues and proceeds thereof shall not be allowed the Union if it has lost its right to dues check-off pursuant to 179.64 to 179.75 of the P.E.L.R.A. of 1971, as amended. 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 the Union during the period provided in the authorization.

## **ARTICLE IV – RATES OF PAY**

### Section 1. Base Compensation.

Subd. 1. Effective July 1, 1997, all positions formerly entitled Building Services I and II will be reclassified as "Building and Ground Worker" except for the assigned full-time afternoon custodial position at the elementary schools which will be reclassified as "Engineer." Positions have been re-designated as shown on the Salary Schedule attached.

Effective July 1, 2018, eliminate Step 8 for Schedule 1 employees (building and grounds workers). No step movement will result for any current members of the bargaining unit as a result of this change.

Schedule 1 employees who are currently on Step 8 will advance to Step 9 as they normally would under the contract, but they will not advance or jump ahead to Step 10 as a result of the elimination of Step 8. The elimination of Step 8 will only impact new hires.

Subd. 2. Change in Classification. When an employee is promoted to a higher paid classification, the employee's time in prior classifications under this contract will be used to determine an employee's rate of pay in a new position and/or classification.

Subd. 3. Shift Differential. In addition to the base hourly rates as shown in the attached Salary Schedules, an hourly shift premium will be paid as follows effective July 1, 2015:

1. Shifts starting after 12 Noon - \$0.40 per hour.
2. An employee on shifts starting after 7 p.m. - \$0.60 per hour.
3. An employee whose normal work week includes a Saturday or Sunday shall be compensated an additional \$1.00 per hour for all hours worked on Saturday or Sunday.
4. In the event a shift employee is required to work the daytime shift, the shift employee shall continue to receive the shift differential.

Subd. 4. Building Checks. Employees required to perform building checks shall be compensated at \$150.00 per day. In the event additional time is required to effectuate repairs, the employee shall be compensated at the overtime rate for the required hours. In the event no properly licensed engineer volunteers for this duty, all needed building checks will be assigned on a rotational basis, beginning with the least senior properly licensed employee.

Section 2. Mileage Rate. Employees who are authorized to use their own automobiles while on official school business will be reimbursed at the rate established by School District policy.

Section 3. Initial Probationary Period. All new employees covered by this Agreement shall serve an initial six (6) month probationary period. During the initial probationary period, an employee may be terminated at the sole discretion of the School District. A minimum of one performance evaluation shall be conducted at the approximate mid-point of the initial probationary period. Employees shall be informed of areas of needed improvement at that time.

Subd. 1. Physical Examination for New Employees. The School District reserves the right to require all employees hired after January 1, 2003, to pass a physical examination prior to employment, at the School District's expense. The selection of the physician shall be at the discretion of the School District.

Subd. 2. Following the successful completion of the initial probationary period, the employee's seniority date shall be established as of the date of employment.

Subd. 3. Probationary employees shall earn paid vacation and sick leave in accordance with Article VIII, Sections 1 and 6.

Subd. 4. An employee who has completed the initial probationary period may be suspended without pay or discharged for just cause only. Employees terminated during the initial probationary period shall not have access to the grievance procedure.

Section 4. Probation Upon Change in Classification. An employee who changes classification shall serve a new probationary period of six (6) months. The probationary period shall commence on the date the employee permanently assumes the duties of the new position. During the probationary period, a performance evaluation shall be conducted at the approximately mid-point. Employees not completing the probationary period shall be returned to the former classification and shift.

Subd. 1. Employees assigned to a different classification requiring a new probationary period shall have a trial period of fifteen (15) calendar days for the purpose of evaluation. During this trial period, the employee may elect to return to the former position.

Subd. 2. Employees displaced by another employee who has not successfully completed a new probationary period shall be returned to the former position.

Subd. 3. Vacancies created by an employee not completing a probationary period shall be reposted in accordance with Article VI.

Subd. 4. An employee who has successfully completed the probationary period in the new classification will not be required to complete an additional probationary period in the same classification.

Section 5. New Classification. In the event the School Board establishes a new classification, the hourly rate shall be negotiable with the Union.

Section 6. Out of Classification Pay. Employees assigned by the School District to perform the duties and responsibilities of an absent employee in a higher pay classification shall be paid at the rate of the higher classification from the first day of assignment to a full 8-hour shift.

Section 7. License Pay. The school District will reimburse the employees for those licenses having an annual renewal cost and required by the District, provided, however, regular drivers' license costs will not be reimbursed. Effective July 1, 2013, the following pay differentials shall be paid to the employee when the indicated license is required by ISD 197 for the position and the employee holds such valid license.

Commercial Driver's License	\$0.30/hour
Pesticide	\$0.30/hour
Certified Pool Operator	\$0.30/hour
Chief Boiler	\$0.40/hour
1 <sup>st</sup> Class Boiler	\$0.30/hour
2 <sup>nd</sup> Class Boiler	\$0.30/hour
HVAC Certification	\$0.30/hour
Asbestos Certification	\$0.30/hour
Refrigeration	\$0.30/hour

Section 8. Overpayments. In the event that a building and grounds employee is overpaid, the parties will mutually establish a reasonable repayment schedule.

Section 9. Longevity. Effective July 1, 2015, in recognition of continuous years of employment in this bargaining unit, employees will receive a longevity payment, in addition to the base hourly salary, in accordance with the following schedule:

<u>Employee has completed:</u>	<u>Hourly longevity effective the following July 1:</u>
10 years of service	\$0.15
15 years of service	\$0.25
20 years of service	\$0.35
25 years of service	\$0.45

## **ARTICLE V – HOURS OF SERVICE**

Section 1. Normal Work Week. The normal work week for full-time employees shall be 40 hours, exclusive of lunch.

Subd. 1. Non-student Days. Until September 1, 2018, employees shall be allowed to work a straight eight (8) hour-day, inclusive of lunch on days in which regular school year instruction is not taking place in any of our ISD 197 buildings.

Subd. 2. Flexible Schedule. With the approval of the Assistant Director of Building and Grounds, employees may arrange a flexible work schedule during the summer when the regular school year is not in session. Management retains the right to arrange schedules so that departments have building and grounds coverage during necessary hours as determined by Management.

Section 2. Overtime and Call Back.

Subd. 1. Overtime. All overtime hours worked must be pre-approved by the Building and Grounds supervisor. All overtime hours shall be compensated at one and one-half times the employee's regular rate of pay. Employees have the right to receive compensatory time in lieu of overtime pay with the pre-approval of the Building and Grounds supervisor. Compensatory time used must be pre-approved by the Building and Grounds supervisor and must be used within the same fiscal year in which it is earned. Granting of



compensatory time in lieu of overtime pay will be at the sole discretion of the employer and is not subject to the grievance procedure in Article XII. Overtime pay and other pay shall not be pyramided. The District has the right to assign mandatory overtime when it deems necessary. Should mandatory overtime be required, it will be by inverse seniority within the classification, and then by School District wide inverse seniority without regard for classification. All overtime must have the supervisor's approval.

Subd. 2. Call Backs. Employees called back to work after completing their regularly scheduled shift shall be paid a minimum of two hours at one and one-half times their regular rate of pay.

Section 3. Part-Time Employees. The District reserves the right to hire part-time employees so long as, whenever possible, current part-time employees are offered the additional hours before additional part-time employees are added. Additional hours cannot conflict with existing hours requiring a schedule change.

## **ARTICLE VI – JOB POSTING**

Section 1. Job Posting. The District agrees to notify employees covered by this agreement of any changes covered by this agreement or any changes in needed or desired qualifications for positions under this agreement at least six (6) months in advance of using such changes when filling a position. This does not preclude combining positions and existing qualifications if there is a reduction in the number of positions.

Subd. 1. When a position becomes vacant because of a separation from employment (retirement, resignation, death, or discharge), notice of the vacancy will be posted for ten calendar days. The successful bidder shall receive the new rate upon the first day of assignment to the open position.

Subd. 2. When a position becomes temporarily vacant because of a Worker's Compensation injury or illness, absence because of sick leave, leave of absence approved by the School Board, or an unpaid disability leave, the School Board retains the right to temporarily fill the vacancy for not more than 50 calendar days. After 50 calendar days the position shall be posted as a "Temporary Assignment." When the School District has prior knowledge of at least five (5) working days that an employee in

classification II or III will be absent from work for more than five (5) working days, the School District may select a pre-qualified employee for "Temporary Assignment" from the pool of interested qualified employees kept on file in the Buildings and Grounds office. If there are no interested qualified employees who wish to be considered for "Temporary Assignment," the School District may utilize substitute employees to fill the vacancy for not more than fifty (50) calendar days. The posting period used to fill temporary positions that will last fifty (50) calendar days or more as described herein will be three (3) business days.

Section 2. Filling Positions. When filling posted positions, all applicants who meet the minimum qualifications as listed in the School District job description may apply. Those employees who could meet the minimum qualifications within six (6) months of the application date may submit a letter of interest and may be considered for filling the posted position. The School District retains the right to search for applicants outside the District if no internal presently qualified applicants apply for the position. The senior most qualified applicant shall be awarded the position. Employees not awarded a position, may request the reasons for denial to be given to the employee in writing.

Section 3. Educational Opportunities. An employee interested in preparing for any bargaining unit position, or improving skills desired by the School District, and who enrolls in a course of study approved by the School District, will be reimbursed for the tuition incurred upon successful completion of the course. Approval must be obtained in writing prior to enrolling.

Section 4. Temporary Assignment. During the posting and selection period required by Section 1 of this Article, the School District shall have the right to fill the vacant position by the temporary assignment of an employee. Only those employees who have completed the initial probationary period and meet the following qualifications shall be eligible for temporary assignment. Employees in classification I or II who wish to be considered for "Temporary Assignment" to a classification II or III position must meet the following qualifications: the employee must have on file no disciplinary actions greater than a verbal reprimand within the past six (6) months and must hold a Minnesota special boilers license. Employees who meet these qualifications and wish to be considered must submit a letter of interest to the Buildings and Grounds office where it will be kept on file.

## **ARTICLE VII – GROUP INSURANCE**

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

Section 2. Health and Hospitalization and Dental Insurance. Health and hospitalization and dental insurance benefits will be based on language contained in the Master Agreement by and between Independent School District 197 and the West St. Paul Federation of Teachers Local #1148, Article VIII, Sections 6 and 7.

Section 3. Life Insurance. Effective July 1, 2002, the School District shall contribute the sum of \$120 or the total premium cost, whichever is lower, toward the premium cost of \$50,000 of life insurance coverage for each employee covered by this agreement who works 35 hours or more a week and who is enrolled in the group life insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Long Term Disability. The School District shall contribute a sum equal to .007 times the salary per year or the total premium cost, whichever is lower, toward the premium cost for long-term disability coverage for each employee employed by the School District who works 35 or more hours a week and is enrolled in the School District long term disability plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 5. Insurance Anniversary Dates. It is understood by both parties that the anniversary date for the group insurance policies is July 1 of each year, or as determined by the School District and the insurance carriers on which date changes in coverage and rates will become effective on that date.

Section 6. Insurance Eligibility. Personnel assigned to a position normally scheduled a minimum of twenty hours per week are eligible to participate in any of the group insurance programs. The School District's contribution shall be pro-rated to 35 hours per week for those individuals electing to participate.

Section 7. Duration of Insurance Contribution. Any employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment all School District contributions shall cease, effective on the last

working day. Employees hired during the year will be subject to pro-ration of the amounts cited in this Article.

Section 8. Insurance Benefit Changes. Changes in the benefit level of coverage of the group insurance plans established by this Article shall become effective as of the date the changed coverage or benefit is approved by the insurance carrier.

Effective July 1, 2010, the parties agree to change the health and hospitalization insurance plan design for building and grounds employees to the same plan design that is offered to the West St. Paul Federation of Teachers. This plan redesign change does not include any changes to the definition of eligible dependents.

## **ARTICLE VIII – PAID ABSENCES**

### Section 1. Sick Leave.

Subd. 1. All employees covered by this Agreement shall earn sick leave at the rate of one day for each month of service in the employ of the School District, except that new employees shall earn sick leave at the rate of 1-1/4 days for each month of service for the first four years of employment.

Subd. 2. Employees who have accumulated 150 days of sick leave will begin a retirement bank. All days in excess of 150 days will go into the retirement bank.

- A. After accumulating 150 days of sick leave, an employee will earn an attendance incentive bonus of \$200 for each year of perfect attendance. The attendance incentive bonus will accumulate and be paid to the employee annually after the end of the fiscal year, prior to September 1.
- B. After accumulating 150 days of sick leave, an employee will earn an attendance incentive bonus of \$100 for each year in which no more than two (2) days of sick leave are used. The attendance incentive bonus will accumulate and be paid to

the employee annually after the end of the fiscal year, prior to September 1.

- C. In any one year, an employee shall be eligible for an attendance incentive bonus as defined in Subd. 2., A or B, but not both.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is due to illness or accident which prevented the employee's attendance and performance of duties on that day or days.

- A. Absence due to the illness of an employee's child shall be allowed for such reasonable periods as the employee's attendance with the child may be necessary and shall be charged to sick leave.
- B. Absence due to the serious illness of an employee's spouse, parent, foster parent, or spouse's parent shall be allowed up to maximum of 30 (thirty) days annually and charged to sick leave.

Subd. 4. The School District may require an employee to furnish a medical certificate from a qualified physician as to 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. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5. Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available in the office.

Subd. 7. Attendance Incentive. One vacation day will be granted each year for perfect attendance to be awarded at the end of each fiscal year and used in the following fiscal year.

Subd. 8. Sick Leave Retirement Bank. Employees hired prior to July 1, 2006 who have not elected the TSA match benefit and who have accumulated 75 days of sick leave will begin a retirement bank. All days in excess of 75 days will go into the retirement bank. Upon retirement, employees will be paid 50% of their banked days (hours) to a maximum of 100 days at the salary rate earned during the last full year of employment in the school district.

## Section 2. Workers' Compensation.

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

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave according to the pro rata portions of days of sick leave or vacation which is used to supplement the Workers' Compensation benefit.

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elected to receive sick leave or vacation pay pursuant to this policy shall submit evidence of the amount of the benefit to be received to the School District, prior to receiving payment for such absence.

### Section 3. Funeral Leave.

Subd. 1. Up to a maximum of five days of funeral leave with pay shall be allowed by the School District upon the death of an employee's spouse, child or step child, parent, step parent, foster parent or parent-in-law.

Subd. 2. Up to a maximum of three days of funeral leave with pay shall be allowed by the School District upon the death of one of the following members of the family of an employee or the employee's spouse: brother or sister, daughter- or son-in-law, sister- or brother-in-law, grandparent, grandchild, step sister or brother, step grandparent or step grandchild.

Subd. 3. Up to a maximum of one day of funeral leave with pay shall be allowed by the School District upon the death of one of the following family members of an employee or the employee's spouse: aunt, uncle, niece, or nephew.

Subd. 4. Funeral leave absence shall not be deducted from accumulated sick leave or vacation leave and is not cumulative.

Section 4. Personal Leave. A maximum of two (2) days of personal leave shall be granted to an employee during each fiscal year for employees who are on paid status the entire year. Employees who are on paid status a partial year receive pro-rated personal leave. Personal leave shall not be granted during the employee's initial probationary period. Such leave shall not be deducted from sick leave or vacation. All requests for personal leave must have prior approval. Unused personal leave from one year may be carried over to the following year, to the extent that at no time will an employee have more than four (4) personal leave days in their account. Personal leave days are not paid out at conclusion of employment, and therefore unused personal leave days are forfeited at date of termination, resignation, or retirement.

### Section 5. Holidays.

Subd. 1. All employees shall receive the following 11 paid holidays when such days fall within their term of employment: Independence Day, Labor Day, Thanksgiving and the following Friday, Christmas Eve

Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, and Memorial Day.

Subd. 2. When a holiday falls on Saturday or Sunday, another day will be observed as the holiday date as determined by the School District.

Subd. 3. To be entitled to receive holiday pay, an employee must be in a working pay status on the normal work day immediately preceding and following the holiday.

#### Section 6. Vacations.

Subd. 1. All employees covered under this contract shall earn paid vacation at the following rate:

During first year of service	10 days
After 6 years of service	15 days
After 12 years of service	20 days
After 18 years of service	25 days

Employees hired during the fiscal year or terminating their employment during the fiscal year will be credited with a prorated amount of annual vacation for that year based on the number of months worked during that fiscal year.

Subd. 2. Vacations shall be earned during each 12-month period from July 1 through June 30.

- A. For the purpose of determining the months of service on the above schedule for pro rata vacation on initial employment, personnel whose first day of service is on or before the 15th of any month, will be considered as employed for the entire month. Personnel whose first day of service is on or after the 16th of any month, will be considered employed as of the month following employment.
- B. For purposes of determining the months of service on the above schedule for pro rata vacation on termination, personnel whose last day of service is on or after the 16th of



any month will be considered as employed for the entire month. Personnel, whose last day of service is on or before the 15th of any month, will be considered as employed through the end of the month prior to termination.

- C. An employee's anniversary date of employment will be used for the purpose of determining years of service for additional weeks of vacation as established by Subd. 1.

Subd. 3. Vacations will be scheduled by April 1 of each year. Individuals with greatest seniority will be given first choice in instances where vacation plans conflict. All vacation requests must be approved by the Supervisor of Buildings & Grounds to ensure that sufficient staff is available to handle the workload. Requests received after April 1 of each year will be awarded on a first come first served basis. Employees may carry over into the next fiscal year a maximum of twenty (20) days of earned vacation.

Building and grounds employees may request to take a first come first served vacation day no less than forty-eight (48) hours in advance. This advance notice will provide the building and grounds office staff enough notice to determine whether or not there will be sufficient coverage to grant the vacation request.

Subd. 4. Vacation shall not be granted during the employee's probationary period.

## **ARTICLE IX – RETIREMENT AND RESIGNATION**

Section 1. Retirement Contributions. The School District shall make such contributions to the Public Employees Retirement Association and to the federal social security program as are required by law.

Section 2. Insurance Contributions. An employee hired into a regular building and grounds position prior to July 1, 2006 who retires and has completed 12 years of service with the School District as a building and grounds regular employee will receive the same dollar contribution from the School District towards single or family health insurance coverage as they received in their last

year of employment for a maximum period of 4 years or until the retiree is eligible for Medicare, whichever comes first. An employee who has thirty (30) or more years of continuous service with the School District as a regular building and grounds employee will receive the same dollar contributions from the School District towards single or family health insurance coverage as they received in their last year of employment until the retiree is eligible for Medicare. An employee who retires under this provision may continue to participate in the District's group life insurance coverage under the same eligibility provisions and periods of time indicated above, at the employee's expense.

Full time building and grounds employees hired on or after July 1, 2006 who retire from the School District and begin receiving PERA pension benefits will be allowed to continue in the District's health and hospitalization program at their own expense until the retiree is eligible for Medicare as State law allows.

### Section 3. Tax Deferred Matching Contribution Plan.

Subd. 1. Purpose. Building and grounds employees hired on or after July 1, 2006 and buildings and grounds employees hired prior to July 1, 2006 who irrevocably elect the TSA match in lieu of any severance payment by December 29, 2006, will be eligible to participate in a tax-sheltered annuity plan match through payroll deduction pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minn. Stat. 123B.02, Subd. 15 and School District policy. Effective July 1, 2006, an annual School District contribution shall be payable to an eligible employee's tax-deferred matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

Subd. 2. Legal Authority. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

Subd. 3. Authorization. The School District contribution is not payable unless the employee authorizes a matching salary reduction by June 15 in the amount that the employee is eligible to receive in Subd. 7 for the same period. The match contribution will be pro-rated over the year and will begin the first payroll period of the new fiscal year.

Subd. 4. Eligibility. Building and grounds employees hired on or after July 1, 2006 and building and grounds employees hired prior to July 1, 2006 who irrevocably elect the TSA match in lieu of the retiree insurance provisions of the contract by December 29, 2006, may be eligible to participate in the TSA match if they also meet the following criteria: They must be employed at least four (4) or more hours per day in the building and grounds unit as a regular employee for one (1) complete, continuous fiscal year or more. Payments for new hires may begin July 1 following completion of the one (1) year of service and enrollment in the plan.

Subd. 5. Vendors. The School District contribution and matching employee contribution will be made to a company of the employee's choice from the ISD 197 list of eligible tax shelter companies, subject to Subd. 2 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the School District.

Subd. 6. Participation. Participation in the plan shall be voluntary. Current employees that opt into the plan must complete an "opt in form" by December 29, 2006.

Subd. 7. School District Contribution. The amount of the school district match contribution shall be \$1,000.00 for full time 12 month employees. Part time employees will receive pro-rata contributions. If an employee resigns employment mid-year or is on an unpaid status for 60 calendar days or more, the contribution will be pro-rated. The lifetime maximum contribution for any employee is \$10,000.00.

Subd. 8. Claims Against the School District. The parties agree that any description of benefits contained in this Agreement is intended to be informational only and the management of the contributed funds is the responsibility of the company selected by the employee. It is further understood that the district's only obligation is to make contributions as specified in this Agreement and that no other claim shall be made against the district pursuant to this program.

#### Section 4. Notice of Termination and Discharge.

Subd. 1. Notice of Termination by Employee. Employees terminating from their employment with the School District shall give at least 14 calendar days prior written notice. Employees failing to give at least 14 calendar days' notice shall forfeit all earned vacation provided by Article VIII, Section 6. The School District may waive the 14 calendar day notice in emergency situations.

Section 5. Severance Benefits. An employee hired prior to July 1, 2006 who has not elected the TSA Match benefit and who has accumulated days in excess of 75 days of sick leave will be paid 50% of banked days (hours) to a maximum of 100 days at the salary rate earned during the last full year of employment in the school district.

### **ARTICLE X – DISCIPLINE AND DISCHARGE**

Section 1. Discipline. The School District's right to discipline, including discharging an employee, will be based upon just cause. Other disciplinary actions may include such things as an oral reprimand, a written reprimand, or a suspension without pay. All disciplinary action shall be administered by the District in a timely fashion.

#### Section 2. Procedures.

Subd. 1. An employee shall be notified in writing with copies to the Union and the personnel file of all disciplinary actions more severe than an oral reprimand.

Subd. 2. A Union steward shall be present when the School District provides an employee with notice of a suspension without pay or a discharge.

Subd. 3. Employees who have been disciplined, including discharged, have the right to initiate the grievance procedure, provided, however, employees disciplined during the initial probationary period shall not have access to the grievance procedure.

## **ARTICLE XI – UNPAID DISABILITY LEAVE**

Section 1. Leave of Absence for Disability. Employees eligible for the long term disability insurance coverage provided by this Agreement, who incur such a disability, will be granted a leave of absence for disability without pay for up to 12 months from the date of expiration of sick leave or from the date of income protection benefits eligibility, whichever comes first.

Section 2. Extension of Leave. A leave of absence for disability will not be extended beyond 12 months unless there is positive evidence supported by medical opinion that the employee will be able to return to full-time active employment within a reasonable period of time.

Section 3. Insurance Participation. An employee on leave of absence for disability may participate in the group insurance coverage provided in this Agreement for which the employee is qualified by paying 100% of the premium cost in advance each month.

Section 4. Termination. At the expiration of the 12-month leave of absence for disability, the employee's employment will be terminated if the disability still exists and the leave has not been extended.

## **ARTICLE XII – GRIEVANCE PROCEDURE**

Section 1. Grievance Definition. A "grievance" shall be defined as an allegation by either of the parties to this Agreement or an employee resulting from a dispute as to the interpretation or application of this Agreement.

Section 2. Representation. Either party may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations.

Subd. 1. Extension. Time limits specified in this Article may be extended by mutual agreement between the Union and School District.

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by 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. The date of the act, event, or default shall be that date upon which the grievant knew or should have known of the events or conditions on which it is based.

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

#### Section 4. Rules.

##### Subd. 1. Time Limitation on Waiver.

- A. Time Limitation on Waiver. A grievance shall not be valid unless presented within the time limits set forth in this Article. Failure to file a grievance within 14 days from its occurrence or 14 days from when the employee should have known of the alleged violation shall constitute a waiver of the grievance.
- B. If a grievance is not appealed to the next step within the specified time limits or any agreed to extension, it shall be considered settled on the basis of the District's last response.
- C. The time periods indicated at each step of the grievance procedure shall be considered a maximum and every effort shall be made to expedite the grievance process.
- D. The time periods indicated at each step of the grievance procedure may be extended by mutual written consent.
- E. Failure of the School District to respond within the time periods indicated at each step of the grievance procedure

shall constitute a denial of the grievance and it may be appealed to the next step.

Subd. 2. Lost Time. Any loss of time by the grieving employee(s) or a representative to attend a Step 4 hearing shall not be compensated by the School District.

Subd. 3. Confidentiality. Both parties agree that the grievance procedure proceedings will be kept as confidential as possible.

Section 5. Procedure. Grievances as defined in Section 1 shall be resolved in the following manner. The steps set forth must be followed in the order listed and within the time limits prescribed.

Step 1. The grievance shall be orally presented to the School District's designated representative within 14 days of its occurrence or within 14 days from the date the employee should have known of the alleged violation. The District's designated representative shall provide a response within 14 days of the date the grievance is presented. A grievance unresolved in Step 1 may be appealed to Step 2. A grievance to be appealed to Step 2 shall be reduced to writing stating the circumstances surrounding the grievance, the specific portions of the Agreement allegedly violated, and the relief requested within 14 days of the School District designated representative's Step 1 verbal response to the grievance.

Step 2. Upon the proper appeal of a Step 1 grievance the School District's designated representative shall meet with the grieving employee and a Union steward and/or Union Business Representative, within 14 days of receiving the appeal, in an attempt to resolve the grievance. Within 14 days of the meeting with the employee and Union steward and/or Union Business Representative, the School District's designated representative shall respond in writing stating the School District's Step 2 position concerning the grievance. If the grievance remains unresolved it may be appealed to Step 3. A grievance to be appealed to Step 3 must be appealed in writing within 14 days of the School District designated representative's Step 2 response.

Step 3. Upon the proper appeal of a Step 2 grievance the School District's designated representative shall meet with the employee and the Union Steward and/or Union Business Representative, within 14 days of receiving

the appeal, in an attempt to resolve the grievance. Within 14 days of the meeting with the employee and the Union Steward and/or Union Business Representative the School District's designated representative shall respond in writing stating the School District's Step 3 position concerning the grievance. If the grievance remains unresolved it may be appealed to arbitration. A grievance to be appealed to arbitration must be appealed in writing within 14 days of the School District designated representative's Step 3 response.

Section 6. Arbitration. Upon proper appeal a Step 3 grievance shall be submitted to arbitration in accordance with the following provisions:

Subd. 1. The appeal of a grievance to arbitration must be made in writing within 14 calendar days of the School District designated representative's Step 3 response.

Subd. 2. Prior Procedure Required. No grievance shall be appealed to arbitration which has not been first duly processed in accordance with the grievance procedures unless it is mutually agreed to waive a portion of the procedure.

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the written 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 Public Employment Relations Board to submit a list of seven arbitrators, pursuant to M.S. 179.70, Subd. 4, providing such request is made within 20 days after the request for arbitration. The failure to request a list of arbitrators from the P.E.R.B. within the 20-day time period shall constitute a waiver of the grievance.

Subd. 4. Hearing. The grievance shall be heard by the selected arbitrator and both parties may be represented by such person or persons as they may choose and designate. The parties shall have the right to a hearing at which time they will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the arbitrator.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. In cases properly before



the arbitrator, the decision shall be final and binding upon the School District, Union, and the employees, subject however, to the provisions of the P.E.L.R.A. of 1971, as amended.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to its representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure, subject to the terms of P.E.L.R.A. of 1971, as amended. The arbitrator shall be without authority to add to, delete, or modify this Agreement in any way. The decision of the arbitrator shall be confined to the written grievance only and subject to the terms of this Agreement.

### **ARTICLE XIII – NON-DISCRIMINATION**

Section 1. The provisions of this Agreement shall be applied equally by the District and the Union to all employees without discrimination to race, color, creed, national origin, disability, sexual preference, political affiliation, sex, membership or non-membership in the Union or other status protected by law.

Section 2. Employees covered by this Agreement shall carry out their job duties and responsibilities in a non-discriminatory manner as these duties and responsibilities affect the public and other employees.

## **ARTICLE XIV – REDUCTION OF WORK FORCE**

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

Subd. 1. Seniority Defined. For the purposes of this Article, seniority shall be defined as an employee's length of continuous service with the School District in a classification covered by this Agreement.

- A. Seniority shall be terminated for any one of the following reasons:
  - 1. Resignation.
  - 2. Discharge for just cause.
  - 3. Failure to return to employment at the expiration of an unpaid leave of absence.
  - 4. Failure to return to employment following notice of recall from lay off.
  - 5. Lay off for a period of more than two years.
- B. Seniority shall be interrupted and not earned during the period of unpaid leave of absence.

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

Section 2. Closing of District Facility – Procedure. When the closing of a district facility causes displacement of employees, a senior displaced employee may displace a less senior employee in any classification, provided the senior employee meets the qualifications for the position.

Section 3. Reduction of Work Force – Procedure. When a reduction of work force causes a layoff of employees, a senior displaced employee may displace a less senior employee in any classification, provided the senior employee meets the qualifications for the position.

Section 4. Employees who have been replaced in accordance with Sections 2 or 3 of this Article shall have the right to replace an employee with less seniority in a classification having the same or lower hourly rate provided that the employee meets the job qualifications.

Section 5. The replacement procedure will be repeated until the employee having the least seniority is laid off or an employee waives the right to replacement.

Section 6. The employee replaced under Section 5 will have the right to replace the employee with less seniority in the classification at the next lower base hourly rate until a less senior employee is found. If there is no less senior employee, the employee replaced will be laid off.

Section 7. Employees laid off shall be placed on the recall list for a period of two years.

Section 8. Recall. When recalling an employee on layoff, the employee will be recalled in the inverse order of layoff, provided, the employee has:

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

Subd. 2. The qualifications required to perform the duties and responsibilities of the classification for which the recall is being made.

Section 9. Notice of Recall.

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

Subd. 2. The date of return to work shall be at least 14 calendar days from the date the employer receives acceptance of the notice of recall.

## **ARTICLE XV – UNPAID LEAVES OF ABSENCE**

Section 1. Employees requesting an unpaid personal leave of absence shall make such request in writing. Unpaid personal leaves of absence shall be granted at the sole discretion of the School Board.

Section 2. Employees shall not accumulate seniority while on unpaid personal leave and shall not be covered by any benefit provision of this Agreement at School District expense.

## **ARTICLE XVI – DURATION**

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, unless provided otherwise herein, through June 30, 2021, and thereafter until modifications are made pursuant to P.E.L.R.A. of 1971, as amended, except that employees shall not receive a salary increase until a Master Agreement is reached. If either party desires to terminate or amend this Agreement at its expiration, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar 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 Union, as the exclusive representative of the employees. The provisions herein relating to the terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning the 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 for negotiations 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 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: West St. Paul ISD #197

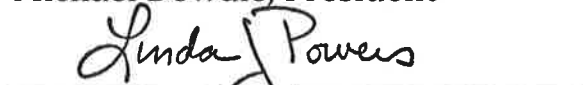
  
Chair, School Board

  
Clerk, School Board


For: International Union of  
Operating Engineers Local 70


  
David Monsour, Business Manager

  
Michael Dowdle, President

  
Linda Powers, Recording Secretary

  
Ken Wieken, Business Representative

  
Jim Franklin, Steward

  
Dustin Halbert, Steward

\_\_\_\_\_  
Date:

KW/jcb/opeiu#12  
Contracts/West St Paul

  
\_\_\_\_\_  
Date:

**SALARY SCHEDULE**  
**July 1, 2019 – June 30, 2020**

<b><u>Job Classification</u></b>	<b><u>Designation of Appropriate Salary Schedule</u></b>
Building & Grounds Worker	1
Engineer	2
Receiving Clerk	3
Food Service Driver	3
Building Engineer	3
Lead Building & Grounds Worker – High School	3
Lead Building & Grounds Worker – Middle School	3
Operations Lead	4
Grounds Mechanic	4
Grounds Maintenance	4
District Mechanic	4
District Carpenter	4
Chief Engineer – High School	4
Chief Engineer – Middle School	4
Building Maintenance	4

	<b><u>Schedule 1</u></b>	<b><u>Schedule 2</u></b>	<b><u>Schedule 3</u></b>	<b><u>Schedule 4</u></b>
14	\$18.08			
13	\$17.78			
12	\$17.57			
11	\$17.40	\$21.96		
10	\$17.18	\$21.63		
9	\$16.99	\$21.45		
8	\$16.78	\$21.23		
7	****	\$21.05		
6	****	\$20.85	\$22.45	\$25.43
5	***	\$20.66	\$22.15	\$24.87
4	**	\$20.46	\$21.96	\$24.40
3	**	***	\$21.75	\$23.69

All permanent employees hired on or before April 6, 1992, who have remained continuously employed thereafter and who are now classified or reclassified as a Building & Grounds Worker will be grandpersoned at Step 11 of Salary Schedule II.

\*Cells eliminated 2002-2004 contract, \*\* Cells eliminated July 1, 2005,

\*\*\* Cells eliminated January 1, 2007, \*\*\*\* Cells eliminated July 1, 2010.

**SALARY SCHEDULE**  
**July 1, 2020 – June 30, 2021**

<b><u>Job Classification</u></b>	<b><u>Designation of Appropriate Salary Schedule</u></b>
Building & Grounds Worker	1
Engineer	2
Receiving Clerk	3
Food Service Driver	3
Building Engineer	3
Lead Building & Grounds Worker – High School	3
Lead Building & Grounds Worker – Middle School	3
Operations Lead	4
Grounds Mechanic	4
Grounds Maintenance	4
District Mechanic	4
District Carpenter	4
Chief Engineer – High School	4
Chief Engineer – Middle School	4
Building Maintenance	4

	<b><u>Schedule 1</u></b>	<b><u>Schedule 2</u></b>	<b><u>Schedule 3</u></b>	<b><u>Schedule 4</u></b>
14	\$18.58			
13	\$18.28			
12	\$18.07			
11	\$17.90	\$22.46		
10	\$17.68	\$22.13		
9	\$17.49	\$21.95		
8	\$17.28	\$21.73		
7	****	\$21.55		
6	****	\$21.35	\$22.95	\$25.93
5	***	\$21.16	\$22.65	\$25.37
4	**	\$20.96	\$22.46	\$24.90
3	**	***	\$22.25	\$24.19

All permanent employees hired on or before April 6, 1992, who have remained continuously employed thereafter and who are now classified or reclassified as a Building & Grounds Worker will be grandpersoned at Step 11 of Salary Schedule II.

\*Cells eliminated 2002-2004 contract, \*\* Cells eliminated July 1, 2005,

\*\*\* Cells eliminated January 1, 2007, \*\*\*\* Cells eliminated July 1, 2010.