

Agreement between
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #49
INDEPENDENT SCHOOL DISTRICT #15

MECHANICS

and
INDEPENDENT SCHOOL DISTRICT NO. 15
St. Francis, Minnesota



Approved by the School Board on June 14, 2021

Effective July 1, 2020 through June 30, 2021

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ARTICLE I

PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Independent School District 15, St. Francis, Minnesota (hereinafter referred to as the School Board or District) and the International Union of Operating Engineers, Local 49 (hereinafter referred to as the Exclusive Representative or the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for mechanics during the duration of this Agreement. The parties hereto shall have such rights, duties and obligations as provided by the PELRA and this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the District recognizes the International Union of Operating Engineers, Local 49, as the Exclusive Representative for mechanics employed by the School Board of Independent School District 15, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Exclusive Right: Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the District hereby agrees that it will not recognize nor negotiate with any other person, association group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

ARTICLE III

DEFINITIONS

Section 1. Description of Appropriate Unit: For purposes of this Agreement, the term mechanics shall mean all persons employed by the School Board as mechanics excluding the following: confidential employees, supervisory employees, essential employees, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 normal working days in any calendar year, and emergency employees.

Section 2. School Board: Any reference to School Board or District in this Agreement shall mean the District and/or its designated officials.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The parties recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, unless otherwise covered by the terms of this Agreement.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations: All employees covered by this Agreement, and all provisions of this Agreement, are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, and regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V

EMPLOYEE AND UNION RIGHTS

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

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations. Employees in the 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 employees with the District.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative, 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 PELRA. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues as specified by the Union.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

Section 4. Information: The parties agree that the Exclusive Representative shall have access to appropriate and available information necessary for the Union to exercise its responsibilities as Exclusive Representative.

ARTICLE VI

EMPLOYMENT PRACTICE

Section 1. Employment Confirmation: Employees subject to this Agreement will receive confirmation of employment including applicable conditions as to assignment, classification and benefits as soon as practicable after District School Board action to hire. The employee will be

notified, in writing, at least two (2) weeks prior to implementation of any change in assignment initiated by the District after initial employment.

Section 2. Physical Examination: Any employee whose condition of physical or mental health is thought to be adverse to the welfare of the pupils or other employees may be required to undergo a health examination by a licensed physician, at the expense of the District. The procedures to be followed under this section are to be identical to those procedures stated in M.S. 122A.40, Subd. 12.

Section 3. Work Rules: Employees will be subject to general work rules as established by the District. The employee's immediate supervisor will be responsible to inform him/her of the existing work rules and subsequent changes.

Section 4. Classification: Employees will be assigned a particular job classification upon initial employment consistent with the job function provided. The basis for classification of a job will be the relative value of that job to the District and will not include the particular qualifications of the employee beyond those required to perform designated duties.

It is understood that on occasion the functions provided in a particular job may change. When this occurs, the supervisor for the program affected may provide a rationale in writing to the Director of Human Resources and may request that the specific job be considered for reclassification.

Section 5. Credit For Prior Work Experience: Employees entering the District who have had applicable working experience in other school systems or in comparable fields of endeavor may be placed on the salary schedule at a step appearing justifiable to the District.

Section 6. Pay Day: Annual compensation shall be paid in a minimum of twenty-four (24) installments. In the event that a pay day should fall on Saturday, Sunday or other non-duty day, the District shall make payment on the preceding work day.

Section 7. Salary Adjustments: All salary adjustments shall be effective on July 1. An employee who begins work prior to January 1 will receive a salary adjustment on the next July 1. New employees who begin work after January 1 will not receive a salary adjustment until the beginning of the second fiscal year after the year of initial employment.

ARTICLE VII

BASIC COMPENSATION

Section 1 Basic Compensation: The rates of pay are reflected in Appendix I attached to this Agreement.

Section 2. Differential:

Subd. 1. Inspection License: Employees required to maintain a Certified Commercial Vehicle Inspection License will receive a \$200 differential per year. Payment will be in the form of a lump sum payable on the second pay period in June of the current school year.

Subd. 2. Employees whose regular work schedules begin after 1:30 but before 10:00 pm will receive an annual payment of \$500. This payment will be paid as a stipend at the

beginning of the school year. This stipend will be paid during year two of this work agreement only..

Section 3. On-call Compensation: Employees who are on-call for weekend assistance will be paid a flat rate of \$60.00 per weekend (Friday after 5:30 pm, Saturday, Sunday or Holiday). Compensation for a two-hour minimum will be made at one and one-half (1½) times the employee's base pay rate if the employee's physical presence or assistance is required.

Section 4. Bus Route Driving: Mechanics will receive an additional \$3.00 per hour for driving a bus route to accommodate scheduling, absences, or other circumstances that occur to cause the regular route driver's absence. It is the responsibility of the employee to fill out the appropriate payroll claim form for this time.

ARTICLE VIII OVERTIME

Section 1. Overtime: All work over forty (40) hours per week shall be paid or compensated at the overtime rate of time and one-half (1.5) of the employees regular rate. Such forty (40) hour week shall commence at 12:01 on Sunday morning and overtime shall begin after forty (40) hours have been fulfilled. All overtime work must be approved in advance by the Transportation Supervisor and must be approved for a specified period of time or job before extra duty begins. In cases of emergency, the Head Mechanic may authorize overtime. A paid holiday, vacation, and floating holiday shall be the only non-work day with compensation considered for purposes of compiling overtime compensation. Compensation may be either in the form of wages or compensatory time (maximum accumulation of compensatory time will be 120 hours) as approved and within limits as determined by the Fair Labor Standards Act. All work performed on Sunday shall be compensated at the rate of time and one-half.

ARTICLE IX GROUP INSURANCE BENEFITS

Section 1. Eligibility: Eligible employees are defined as those regular employees who are assigned a minimum of 1,020 hours of actual work per year (excluding noon lunch periods). Employees working fewer than 1,020 hours per year are not eligible to be enrolled in any of the District insurance benefit plans.

Section 2. Coverage For New and Newly Eligible Employees: New employees or newly eligible for fringe benefits will become eligible to participate in the District insurance benefit programs the first of the month after the initial employment date. The effective date of coverage is also subject to conditions set by insurance carriers.

Section 3. Claims Against The District: The parties agree that any description of insurance benefits contained in this section 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 District pursuant to this section. It is further understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance by an insurance carrier.

Section 4. Duration of Insurance Contributions by District: An employee is eligible for District contributions as provided in this section as long as the employee is employed by the

District. Upon termination of employment, all District participation and contribution shall cease effective on the last working day, except as allowed under COBRA.

Section 5. Selection of Carrier: The selection of the insurance carrier(s) and policy shall be made by the District, subject to the coverage requirements of this Article.

Section 6. Group Insurance/Medical Plans Available:

Subsection 1 Medical-Hospitalization Coverage:

Subd. 1. Single Coverage: The District shall contribute up to \$354.08 per month for the duration of this work agreement toward the cost of the premium for the medical/hospitalization plan for individual coverage for employees who qualify for and are enrolled in the plan.

Subd. 2. Family Coverage: The District shall contribute \$354.08 per month for the duration of this work agreement toward the cost of the premium for the medical/hospitalization plan for family coverage for all employees who qualify for and are enrolled in the plan.

Subd. 3. Employee and Spouse Employed by District: In the event that the District employs an employee and spouse, the employee and spouse may both be allowed to carry single coverage, if permitted by the terms of the insurance policy, in such case the District will contribute a sum not to exceed the single rate for each spouse, plus the dependent contribution for one spouse. In any event, the combination thereof shall not exceed the total cost of the premium. The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction. If the premiums are less than the District contribution, the District shall not pay the difference to the employee.

Subsection 2. Long-Term Disability Insurance: Employees must participate in the School District's long-term disability insurance program as currently defined and will pay the entire premium. The maximum benefit is \$1,500 per month or 66 2/3% of total annual salary, whichever is less.

Subsection 3. Term Life Insurance: The District shall pay the premium for a \$40,000 AD&D life insurance policy for full-time employees. In addition, the employee shall be entitled to an option to purchase an additional \$40,000 at his/her own expense and/or \$5,000 term life coverage on their spouse and dependents.

Subsection 4. Dental Insurance: The District shall contribute \$20.41 for the duration of the work agreement to the cost of single dental insurance, whether for single or family coverage for eligible personnel. The cost of the premium not contributed by the District, for family coverage, shall be borne by the employee through payroll deduction.

Section 7. Worker's Compensation: The District shall provide Worker's Compensation Insurance as required by law with the following provisions:

For the employee who is absent from work as a result of a compensable injury:

1. Up to three days (including the day of the injury if employee leaves work). Employee may use their sick leave to receive pay in full. A doctor note will be required for time

- off and any duty related restrictions.
2. From day four forward, worker compensation benefits for wage loss may commence if compensable and as provided by Minnesota workers' compensation law from our worker compensation carrier.
 3. After the employee returns to work from a work injury status, employee may have the choice to use their sick leave for doctor appointments related to the injury or may elect to receive worker compensation benefits for medical time lost.

Section 8. Health Care Savings Plan (HCSP): The District shall contribute \$92.86 per month of the contract, or \$98.08 per month of the contract for a head mechanic, toward a health care savings plan for current mechanic employee's participating in the District sponsored deductible health insurance plan. In addition, the District will pay the monthly administrative fee charged by the carrier.

ARTICLE X

VACATIONS, HOLIDAYS, AND LEAVES OF ABSENCE

Section 1. Eligibility: Those employees whose status is regular part-time or regular full-time will be eligible for vacation, holidays and leaves of absence compensation as defined in the following sections. In addition, for purposes of the calculation of days earned under this Article, a day shall be equal to the average number of hours an employee is regularly schedule to work per week.

Section 2. Holidays:

Subd. 1. The District shall recognize ten (10) days as paid holidays for eligible employees. The recognized holidays will be established by the District on an annual basis.

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 excused illness, approved leave or vacation under these provisions.

Section 3. Vacations: Eligible employees shall earn paid vacation days commensurate with their experience and in accordance with the following schedule. Vacations may be taken throughout the fiscal year upon supervisor approval. A maximum amount of ten (10) vacation days may be accumulated beyond the yearly allotment. Employees with at least five (5) years of service and a vacation balance over 120 hours may request compensation in cash for such hours up to 40 hours of unused vacation within each IRS payroll report year.

Subd. 1. Full-Time Employee Vacations

| After years of Employment | Number of Paid Vacation Days Per Year |
|---------------------------|---------------------------------------|
| 1 | 10 |
| 2 | 11 |
| 3 | 12 |
| 4 | 13 |
| 5 | 14 |

| | |
|-------------------|----|
| 6 | 15 |
| 7 | 16 |
| 8 | 17 |
| 9 | 18 |
| 10 | 19 |
| 11 and thereafter | 20 |

Section 4. Floating Holidays: All employees working over 1,020 hours per year shall be granted permission for absence due to use of no more than two (2) floating holidays per year, non-accumulative, not to be deducted from sick leave, for situations that arise requiring the employee’s attention if approved by the immediate supervisor and a substitute is available if needed. No more than one (1) employee from the employee group may be granted permission to be absent under this provision on a given work day.

Requests for floating holiday must be received by the immediate supervisor at least three (3) work days prior to the anticipated absence except in cases of emergency. In addition, requests for floating holidays will normally not be granted during the first two or last four weeks of the school year.

Subd. 1. Unused Floating Holidays: Unused Floating Holidays will be granted in the following manner:

- A. Floating holidays may accrue from year to year with a maximum carry-over of three (3) days for Full-Status employees.
- B. Eligibility provision in Subd. 1 is limited to those employees with two years’ experience in the District.

Section 5. Sick Leave:

Subd. 1. For 2017-2018 only employees shall earn sick leave pay at the rate of 1.3 days for each complete month employed by the District. Effective July 1, 2018, employees shall earn fifteen (15) days of sick leave each year of employment by the School District.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 200 days.

Subd. 3. Sick leave pay shall be allowed by the District whenever the employee’s illness or disability prevents his/her attendance at the work site and performance of duties on that day(s) or to attend to a dependent child who is ill.

Subd. 4. The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised during said illness.

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

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request form which also bears the signature of the employee’s supervisor authorizing such leave.

Subd. 7. The District, in its discretion, may consider granting sick leave beyond these provisions.

Section 6. Bereavement Leave:

Subd. 1: An employee shall be granted up to five days bereavement leave, the days to be deducted from sick leave, for deaths the employee chooses to attend, or facilitate the grieving process.

Subd. 2: The District may elect to grant additional days in consultation with the employee and employee's supervisor.

Section 7: Leave

Intent: The District shall adhere to the Family Medical Leave Act (FMLA) and Minnesota State Parental Leave Act (SPLA) for instances of leave including: family/dependent illness, personal illness, child care leave, adoption, pregnancy, military leave, jury duty, and any other leave and provisions covered under FMLA and SPLA. Any paid leave will run concurrent to FMLA or SPLA leave. The District will not restrict the use of accrued sick leave, vacation, and floating holidays while connected to a FMLA or SPLA certification.

Subd. 1 Family/Dependent Leave: Employees that request time off to attend to a family member or dependent may do so for up to three days (deducted from sick leave). The District may require FMLA certification for leaves over three consecutive days. The employee may exhaust sick leave, floating holidays, and vacation under this section. Unpaid leave may be elected after sick leave is exhausted. Periodic FMLA certification may be requested by the District.

Section 8. Insurance Application:

Subd. 1. An employee on unpaid leave under the provisions of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions or the Family and Medical Leave Act (FMLA), but, unless otherwise provided in this Agreement or FMLA, shall pay the entire premium for such programs as he/she wishes to retain, commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the District business office, to pay to the District, the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment except as required by law.

Subd. 2. In addition, an employee on paid and/or unpaid leave under the provisions of Article IX, shall be entitled to continuation of District contributions for health insurance benefits during the period of the leave. However, District contributions shall not exceed twelve (12) weeks accumulative unpaid leaves of absence per year.

Section 9. Accrued Benefits: An employee on unpaid leave under the provisions of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave of use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on unpaid leave.

Section 10. Reinstatement from Leaves: An employee returning from leave of one (1) year or less shall be reinstated to the position from which s/he took leave, provided the position was not eliminated. If the exact position was eliminated by the District, the employee shall be reinstated to a position of like status and pay.

ARTICLE XI HOURS OF SERVICE

Section 1. Definitions of Employment Categories: For purposes of this Agreement, the following employment categories shall exist:

Part-Time Employee - A part-time employee shall be defined as one whose actual assigned work year is less than 260 days and/or less than 7.5 hours per day.

Full-Time Employee - A full-time employee shall be defined as one who works at least 7.5 hours per day, Monday through Friday, for twelve months excluding applicable holidays and vacation days.

Section 2. Work Day: The normal work day for employees shall be as determined by the District, excluding a half hour, unpaid, duty free lunch period.

Section 3. Normal Work Week: The normal work week shall consist of at least 40 hours per week and 8 hours per day.

Section 4. Emergency Closing: In the event of an emergency closing due to weather conditions or other types of emergencies, the employee shall perform duties on that day or other such day in lieu thereof, if any, as the District or its designated representative shall determine.

Section 5. Break Periods: Employees shall be provided two (2) fifteen minute breaks during each eight (8) hour shift.

ARTICLE XII TERMINATION OF EMPLOYMENT

Section 1. Voluntary Quit: Employees who leave the service of the District in good standing after providing proper notice of their termination of employment shall be compensated for the amount of vacation and floating holidays accrued and unused at the date of separation.

Section 2. Involuntary Quit: Employees who are terminated by the School District for cause, will concede all benefits and privileges of their employment, including any unused vacation or floating holidays.

ARTICLE XIII SEVERANCE AND RETIREMENT

Section 1. Retirement:

Subd. 1. Eligibility: Employees retiring under Public Employee Retirement Association (PERA) shall be eligible for the benefits of this regulation.

Subd. 2. Early Retirement Incentive: Eligible employees retiring pursuant to this regulation shall receive as severance pay, compensation for their unused accumulated sick leave pay earned, accumulated and unused pursuant to the sick leave regulation of this document and according to the following:

1. Employees who have completed fifteen (15) years of service shall receive 50% of unused sick leave.
2. The employee shall receive one half (½) of the payment into a District approved Special Pay Deferral Plan or the District approved 403b account designated by the employee and the other half of the amount shall be paid to the employee's Health Care Savings Plan (HCSP) account within three months of official retirement date.
3. Health Care Savings Plan (HCSP): An employee, hired prior to July 1, 2019, who retires under the terms of this Agreement, and who has completed fifteen (15) years of service in the District and reached the age of 55, shall receive a one-time payment of \$2,500 to the employee's HCSP account. To be eligible for payment, the employee must provide a written resignation at least ninety (90) work days prior to his/her intended retirement date.
4. Benefit in Case of Death of Employee: If an employee who is eligible and participating under sections in this article dies before all or a portion of payments have been made due the employee, that balance shall be paid to the employee's beneficiary or estate, providing such payment meets IRS requirements.

Subd. 3. Fringe Benefits: Eligible employees retiring pursuant to this regulation shall be allowed to continue participation in the group hospitalization/medical insurance plan by paying the full monthly regular premium in advance to the District until the employee is eligible for Medicare. Such participation is subject to applicable laws, including but not limited to, COBRA.

ARTICLE XIV

SENIORITY AND JOB POSTING

Section 1. Posting of Vacancies: When a vacancy in a position covered by this Agreement is to be filled, all employees shall be given notice of said vacancy through posting of the available positions on the District web site. At the discretion of the applicable administrator/supervisor, the vacancy notice may be given to the employees either earlier or at the same time as given to the general public. The notice shall state a minimum amount of time, at least five (5) days, during which employees must make application for a vacancy, if interested and qualified.

The District shall interview internal applicants but if there are no qualified internal applicants the District may select from qualified external applicants.

Section 2. Application For Vacancies: Current District employees who wish to be considered for an existing vacancy must make application for the vacancy in writing. The letter of application should be sent directly to the person or office designated on the job posting.

Section 3. Seniority Rights: The School District recognizes that the purpose of seniority is to provide a declared policy as to the order of lay off and recall of employees, vacation selections, and shift assignments. Employees with the least continuous service in the bargaining unit shall be laid off first within the area of reduction. For example, if there is a reduction in mechanics, the employee within the mechanic classification that has the least amount of seniority in the bargaining unit will be laid off first. If any opening subsequently occurs, the laid-off employee with the most continuous service and with qualifications for the positions shall be the first recalled. The obligation to recall an employee who has been laid off shall expire at the end of one (1) year from the date of lay off. If a former employee elects not to return to work when recalled, or fails to respond to the letter of recall within ten (10) days of the date of recall, that former employee shall have no claim to be recalled to work for the District.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in Article XIV and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in the bargaining unit. If more than one employee commences work on the same date, lot shall determine seniority ranking for such employees. A District-Wide seniority list will be provided for the exclusive representative no later than November 1 of each year.

Section 5. Notice to Union-Position Descriptions: The district shall, via first class mail, notify the Union office of any changes in mechanic position descriptions within five (5) working days of the approved change.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. Definitions: A grievance shall mean a written complaint by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of this Agreement.

Section 2. Representative: The employee, administration or District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretation:

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

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

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

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.

Subd. 5. By-Passing Level I: Upon mutual agreement of the parties, a grievance may be initiated and considered at a higher level.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the supervisor, setting forth the facts and the specified provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred, or fifteen (15) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. Failure to file any grievance within such periods shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the District's designee.

Section 5. Adjustments of Grievances: The District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Program Supervisor 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 of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within thirty (30) days after receipt of the appeal. Within fifteen (15) days after the hearing, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations. The School Board shall then render its decision within the timelines as provided herein.

Section 6. Mediation Level: Upon request of the Union, the District agrees to participate in a meeting as set by the Bureau of Mediation Services to consider any grievance not resolved in Subd. 3, Level III hereof, provided the Union makes such request within ten (10) days after receipt of the District's decision in Subd. 3, Level III hereof. If the grievance is considered at this mediation level and is unresolved, the matter may be appealed to arbitration pursuant to Section 8 hereof, provided such notice is filed within ten (10) days after the mediation meeting as provided in this section. Nothing in this section shall preclude the Union from bypassing this mediation level and appealing directly to arbitration from the Subd. 3., Level III, decision by the District.

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

Section 8. Arbitration Procedures: In the event that the employee and the District are unable to resolve any grievance the grievance may be submitted to arbitration as defined herein:

Subd. 1. Intent: An intent to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such notice must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure, or within ten (10) days following the mediation meeting as provided in Section 6 hereof if the Union elects to consider the matter at the mediation level.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has been first duly processed in accordance with the grievance procedure and appeal provisions of this Agreement.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, either party may request the BMS (Bureau of Mediation Services) to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. The failure to request such an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of grievance.

Subd. 4. 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 will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided for in the PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and any other expense which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (50%) of those costs incurred, in addition to paying for the transcript copy.

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. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement.

Section 9. Form: A form which must be used for filing of a grievance shall be provided by the Union.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon institute a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XVI

PROBATION, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: Any employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the probationary period during which time the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee.

Section 2. Discipline and Discharge:

Subd. 1: The District shall have the right to discipline employees who have completed the probationary period for just cause.

Subd. 2: Employees who are to be discharged or suspended shall be notified in writing of such action together with a statement of the reason(s) for discharge or suspension, a copy of which shall be sent to the Union.

Section 3. Withholding of Increment: The District reserves the right to withhold annual increments for employees for neglect of duty, persistent violations of school laws, rules, regulations, or directives, inefficiency and other good and sufficient grounds which impair the employee's proper functioning in his/ her position. In the event that an annual increment will be withheld, the employee will be so notified in writing including the reason(s) for the action.

ARTICLE XVII

INSERVICE TRAINING

Section 1. Conference Expenses: Employees may be reimbursed expenses such as mileage, registration fees, meals, etc., which are incurred when attending in-service education conferences; the attendance at which is requested by the immediate supervisor.

ARTICLE XVIII

MISCELLANEOUS

Section 1. Work Uniforms: Five sets of uniforms (five pairs of trousers and five shirts and a jacket) will be furnished to each full-time employee assigned 40 hours per week of work (prorated if less than full-time). In addition, the District will provide each full-time mechanic with winter coveralls, as needed and one (1) jacket and five summer T-shirts each year.

All uniform issues shall be furnished and cleaned at District expense. Employees will be held responsible for keeping their uniforms presentable. Employees will not be reimbursed for time and cost to get measured.

Employees are required to wear steel-toed protective boots and the District will provide up to \$200 toward those boots from the District approved vendor(s).

Section 2. Retroactivity: Contract provisions shall be retroactive to July 1, 2020, as specified.

Section 3. Career Development:

Subd. 1. Eligibility: Employees completing Automotive Service Excellence (ASE) Certification will qualify for the Career Development Program.

Subd. 2. Approval: The employee’s supervisor shall use the following criteria for approval of educational course work applicable to the Career Development Program. The course work must be:

1. Job related
2. Pre-approved
3. Taken at a time other than during employee workday.

Subd. 3. Payment for Career Development Program Differential: Employees who meet the requirements for this differential shall receive a salary differential as follows:

ASE Certified

1. Employee must obtain and keep certification current to qualify for the Career Development Payment.
2. The maximum Career Development Payment will be:
 - a) \$3.80 per hour for Mechanics
 - b) Tests will be preapproved before scheduling test dates
 - c) The Union and the District will select certifications with the understanding that the department will have a variety of certifications by its mechanics.

ASE Test for School Buses – Mechanic

| | | | |
|--------|----|---------------------------------------|-------|
| Test 1 | S1 | Body Systems and Special Equipment | \$.20 |
| Test 2 | S2 | Diesel Engines | \$.20 |
| Test 3 | S3 | Drive Train | \$.20 |
| Test 4 | S4 | Brakes | \$.20 |
| Test 5 | S5 | Suspension and Steering | \$.20 |
| Test 6 | S6 | Electrical/Electronic Systems | \$.20 |
| Test 7 | S7 | Air Conditioning Systems and Controls | \$.20 |

ASE Test for Automotive – Mechanic

| | | | |
|--------|----|-------------------------------|-------|
| Test 1 | P1 | Engine Repair | \$.20 |
| Test 2 | P2 | Automotive Transmission | \$.20 |
| Test 3 | P3 | Manual Transmission | \$.20 |
| Test 4 | P4 | Brakes | \$.20 |
| Test 5 | P5 | Electrical/Electrical Systems | \$.20 |

| | | | |
|--------|----|------------------------------|-------|
| Test 6 | P6 | Heating and Air Conditioning | \$.20 |
| Test 7 | P7 | Engine Performance | \$.20 |
| Test 8 | P8 | Exhaust Systems | \$.20 |

ASE Test for Medium Heavy

| | | | |
|--------|----|--|-------|
| Test 1 | T1 | Gasoline Engines | \$.20 |
| Test 2 | T2 | Diesel Engines | \$.20 |
| Test 3 | T3 | Drive Train | \$.20 |
| Test 4 | T4 | Brakes | \$.20 |
| Test 5 | T5 | Suspension & Steering | \$.20 |
| Test 6 | T6 | Electrical/Electronic Systems | \$.20 |
| Test 7 | T7 | Heating, Ventilation & Air Conditioning (HVAC) | \$.20 |
| Test 8 | T8 | Preventive Maintenance Inspection | \$.20 |

ASE Test for Truck Equipment

| | | | |
|--------|----|---|-------|
| Test 1 | E1 | Truck Equipment Installation & Repair | \$.20 |
| Test 2 | E2 | Electrical/Electronic Systems Installation & Repair | \$.20 |
| Test 3 | E3 | Auxillary Power Systems Installation & Repair | \$.20 |

Section 4. Deferred Compensation: Employees participating in the District approved Deferred Compensation Plan shall be eligible for a matching District contribution of up to \$1,200 per year under the following conditions:

For each hour of accumulated sick leave in excess of 360 hours, the employee may elect to receive an amount equal to the current rate times the employee's total accumulated sick leave hours in excess of 360 hours in matching deferred compensation. All hours applied to this provision shall be deducted from the employee's accumulated sick leave.

For purposes of application in this agreement, the term District approved Deferred Compensation Plan shall mean the District approved 403(b) Plan.

Section 5. Longevity: Employees of the Mechanics unit shall be entitled to longevity pay in the form of additional days of salary in accordance with the following schedule:

| Total years of completed service with District | Number of Days |
|--|----------------|
| 7 | 5 |
| 12 | 10 |
| 15 | 11 |

ARTICLE XIV

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2021 and thereafter pursuant to the PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of this Agreement.

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

Section 3. Finality: Any matters relating to the terms and conditions of employment whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except by mutual consent.

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

For the St. Francis School District:

For I.U.O.E., Local 49:

School Board Chair

Business Manager

School Board Clerk

Organizer

Date

Steve Tharp, Negotiation Committee

Date

APPENDIX I
SALARY SCHEDULE

| July 1, 2020-June 30, 2021 | | |
|----------------------------|----------|------------------|
| STEP | MECHANIC | HEAD MECHANIC |
| 1 | \$20.86 | \$22.53 |
| 2 | \$21.36 | \$22.92 |
| 3 | \$21.61 | \$23.30 |
| 4 | \$22.19 | \$23.87 |

There will be no step movement for 2020-2021

MEMORANDUM OF UNDERSTANDING

REOPENING FOR AFFORDABLE CARE ACT CLARIFICATION

In the interest of both parties, with the uncertainty of the Federal Affordable Care Act (ACA) which may result in the assessment of penalties, fees, or fines against the School District due to this agreement, the parties agree to reopen negotiations for benefits of Health Insurance, VEBA, HCSA and any other benefit in this agreement affected by the ACA final determinations. This may result in a new agreement for those categories only affected by the ACA.

MECHANICS BEING USED AS SUBSTITUTE DRIVERS

The District will make every effort to use mechanics as substitute drivers as a last resort. The District will use unassigned drivers and will attempt to contact all substitute drivers prior to asking any mechanic to be a substitute driver. When the District pre-approves bus drivers for time off they will use either unassigned or substitute drivers to fill those positions. Mechanics will be available for emergency school closing situations. If a mechanic is used as a substitute driver the driver's work week may be extended upon request, overtime rules shall apply.

CENTRAL PENSION FUND

The purpose of this Memorandum of Understanding is to assist both Labor and Management in identifying and implementing a new Central Pension Fund (CPF) contribution rate.

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, subdivision 1(10).
2. The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the District will not be funded from any source other than this wage allocation.
3. The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.
4. A contribution of \$2.40 per straight time hour worked prevents any employee's annual CPF contributions from exceeding \$5,000.00 in a year and therefore complies with limitations set forth under Minnesota Statute § 356.24, Subd. 1(10) as amended.
5. The parties agree that the Public Employees Retirement Association interprets employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
6. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.
7. Effective 7/01/2011 the contribution rate equals \$0.25 per straight time hour worked. Through the collective bargaining process the Union agreed to forego this amount and to allocate the same towards pension contributions.
8. Members, by majority vote, may change the contribution rate at anytime during the life of this agreement. The Union and the employer will work together to implement member approved changes as soon as is practicable.

For the St. Francis School District:

For I.U.O.E., Local 49:

School Board Chair

Business Manager

School Board Clerk

Area Business Representative

Date

Steve Tharp, Union Steward

Date

LABOR-MANAGEMENT COMMITTEE

This memorandum is designed to outline an agreement between ISD 15 and the International Union of Operating Engineers, Local 49 Mechanics bargaining unit. The agreement is to form a joint Labor-Management committee within thirty days of ratification of this contract to promote harmonious working relationships. The committee will operate as a standing committee, meeting at least three (3) times per year.

Membership on the committee will consist of two members selected by the union and representatives of management. The Director of Transportation will be responsible for coordinating meeting times and location of the meetings.

The committee will collaborate to resolve issues and discuss policy changes. Communication of the committee's work will be one of the primary responsibilities of the committee members to coordinate.

The negotiators for Transportation and ISD 15 have designated the agenda of the committee to include the following items; the agenda of the Labor-Management committee is not limited in any other discussions

A labor management committee meeting shall not be held if there are no agenda items.

Independent School District No. 15, St. Francis, Minnesota

and the

International Union of Operating Engineers, Local 49

This Memorandum of Understanding is entered between Independent School District No. 15, St. Francis, Minnesota, (hereinafter referred to as the School District) and the International Union of Operating Engineers, Local 49 (hereinafter referred to as the Union).

This Memo of Understanding is designed to outline an agreement regarding Article VII, Section 3, On-call Compensation.

The School District shall not assign members of the Mechanics bargaining unit to be on-call for weekend assistance.

This Memo of Understanding shall not be construed to constitute a precedent or past practice.

This Memo of Understanding shall remain in effect until June 30, 2021.

For the Union

For the School District

Business Manager **Date**

School Board Chairperson **Date**

Business Representative **Date**

School Board Clerk **Date**

Union Steward **Date**