AGREEMENT

between

FARIBAULT ISD #656

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 70

CUSTODIANS

July 1, 2022 through June 30, 2024

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ARTICLE 1 – PURPOSE

Section 1. Parties. THIS AGREEMENT, entered into between the Independent School District No. 656, Faribault, Minnesota, hereinafter referred to as the school district, and the International Union of Operating Engineers Local No. 70, 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., to provide the terms and conditions of employment for custodians and engineers during the duration of this Agreement.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the school district recognizes International Union of Operating Engineers Local No. 70 as the exclusive representative for custodians and engineers employed by the school district, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of the Agreement.

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

ARTICLE 3 – DEFINITIONS

Section 1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term custodian, engineer-custodians, light custodian, and groundskeeper, maintenance employees shall mean all persons in the appropriate unit employed by the school district in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time

employees whose services do not exceed 14 hours per week or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees, and personnel represented by other unions.

Section 3. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 4 – SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities. The union recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations. The union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by school district rules, regulations, directives and orders, issued by properly designated officials of the school district.

The union also recognizes the right, obligation and duty of the school board and is duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement, are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE 5 – EMPLOYEE RIGHTS

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

Section 2. Right to Join. Employees shall have the right to form and join labor and employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate a union representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with 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 employee organization of their selection, provided that dues check off and the deductions may be terminated by the employee by giving 30 days written notice to the school district business office to stop deductions. Deductions shall be made each month and transmitted to the designated organization together with a list of names of the employees from whom deductions were made.

Section 4. Union Stewards. The union, upon written notification to the district, may designate employees within a bargaining unit to serve as a steward.

Section 5. Visitation Rights. Representatives of the union, previously accredited to the district in writing by the union, shall be permitted to come on the premises of the employer for the purpose of investigating and

discussing grievances, and preparing the initial contract proposal, in a responsible and reasonable manner.

Section 6. Employee Lists. The district shall advise the Union Office in writing of the names and starting date of all employees added to this bargaining unit. The Union Office shall be notified in writing upon the effective date of termination.

Section 7. Union Officers. Employees who are elected or appointed officers of Local 70 may be allowed reasonable time off without pay or may use vacation or compensatory time for the purpose of conducting the business of their office. Such time and/or the use of vacation or compensatory time may be used with the approval of the school district designee.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 1. Purpose. This Article shall provide a method of resolving grievances as required by P.E.L.R.A. of 1971, as amended.

Section 2. For the purpose of this Article the following definitions shall apply:

Subd. 1. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Subd. 2. The "aggrieved person" is the person or persons making the grievance. If in the judgment of the union, the grievance affects a group of more than one (1) employee, it may be presented by the union at the superintendent's level.

Subd. 3. The term "employee" is defined as any person represented by the International Union of Operating Engineers Local 70 and employed by the Faribault Public Schools.

Subd. 4. The term "days" means calendar days excluding Saturdays, Sundays, and any days designated by this Agreement or by Minnesota Statutes as holidays.

Subd. 5 In "computing any period of time" prescribed or allowed by procedures herein, the date of the act, or event giving cause for the grievance shall not be included.

Subd. 6. The day in which the "act or event giving cause" for the grievance to be filed shall be considered the day or days in which the grievance occurred.

Subd. 7. The "filing or service" of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period allowed.

Subd. 8. "Reduced to writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 9. "Answer" means a written response outlining the school district's or school district designee's position on the grievance.

Subd. 10. The "school district designee" shall be the person appointed by the school district to handle the grievance at each level. School district's designees shall be as follows:

Level I – Immediate Supervisor/Building Principal
Level II – Superintendent
Level III – Clerk of School Board

Section 3. Procedure.

Subd. 1. Purpose. The primary purpose of this procedure is to secure at the earliest level, equitable solutions to the grievance. Before submitting a grievance, the aggrieved person or persons shall discuss it with the employee's immediate supervisor individually or together with a representative of the Local 70. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 15, the time limit may be reduced by mutual consent in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

Subd. 2. Levels of Grievance.

Level 1. In the event the alleged grievance is not settled through an informal discussion, a written grievance shall be submitted to the administrator involved. This written grievance may be presented by the aggrieved person individually, jointly with the representative of the Local 70 or by the Local 70 representative. Within ten (10) days of receipt of the grievance by the administrator involved, he or she shall render a decision in writing.

Level 2. In the event the aggrieved person or persons are not satisfied with the disposition of the grievance at Level 1, the employee may appeal the grievance by filing the same grievance with the superintendent of schools within ten (10) days after receiving the decision.

Level 3. Within ten (10 days of receipt of the grievance by the superintendent of schools or designee, she/he shall render a decision in writing. If the aggrieved person is not satisfied with the disposition of the grievance by the superintendent of schools or designee, the employee may appeal the grievance by filing the same grievance with the clerk of the Board of Education or other designee of the Board within ten (10) days. The Board of Education, no later than its regular meeting or two (2) calendar weeks, whichever shall be later, shall conduct a hearing on the grievance. A decision in writing shall be rendered by the Board within ten (10) days of the hearing or following the next regularly scheduled Board meeting.

Level 4. If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the grievance may be submitted to arbitration by written request for arbitration as provided by the P.E.L.R.A. of 1971, as amended, within twenty (20) days, of the hearing or following the next regularly scheduled Union General Membership meeting. The Board of Education and the Local 70 shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party prior to one day of the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract, from the terms of the working Agreement.

Both parties agree to be bound by the award of the arbitrator as provided by the P.E.L.R.A. of 1971, as amended, and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 4. Rights of Representation. Any aggrieved person may be represented at all meetings and all hearings at any level of the grievance procedure.

Section 5. Miscellaneous.

Subd. 1. The grievance may be withdrawn by the aggrieved person at any level in writing without prejudice.

Subd. 2. Failure to file an appeal from one level to another within the time limits herein prescribed shall constitute a waiver of the grievance.

Subd. 3. No reprisal of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation, except that such participation shall not give immunity for wrong-doings, ethics violations or any other charges that may result from information disclosed during the grievance procedure.

Subd. 4. Forms for filing and processing grievances, jointly agreed to by the superintendent and the Local 70 as set forth in Appendix A shall be printed by the superintendent of schools and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

Subd. 5. Access shall be given to all parties on a "need to know" basis of information necessary for the determination and processing of the grievance, but shall not include any information which violates an individual's right of privacy under state and federal statutes.

Subd. 6. If an employee does not file a grievance in writing within twenty (20) days after the occurrence, then the grievance shall be considered as waived. The administration may, upon the request of the aggrieved person or his/her representatives, waive this section on behalf of the employee.

A. "Occurrence" for the purpose of this grievance procedure shall be defined as the act when the aggrieved action is taken by the Board of Education, administration, or official resolution or motion passed by the Board of Education declaring their intent to carry out an act at some future date. The period of time in which to file a grievance shall commence to run when the aggrieved party learns of the alleged aggrieved action.

Subd. 7. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties. Provided, however, in the event that it is agreed by the Board of Education or their designee during Level 4 to hold proceedings, except arbitration, during regular working hours, an employee participating in any level of the grievance procedure with any representative of the Board of Education or union steward shall be released from assigned duties without loss of salary. Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties representatives and witnesses.

Subd. 8. The Union Steward and/or Business Agent may visit buildings or job sites during reasonable times and conditions for the purpose of discussing grievance matters with the prior approval of the administrator in charge of said building or job site.

ARTICLE 7 – SENIORITY

Section 1. Probation.

Subd. 1. The first six months of employment, not including summer lay off, shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the district and cannot bid on any job posting. Not more than 6 days absence for any reason shall be credited for the purpose of computing the probationary period. Upon the satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the district.

Subd. 2. Upon transfer from one position to another, the school district shall, at its discretion, have a sixty (60) working days probationary period for the employee in the new position. Such probationary period may be extended to six (6) months by written agreement by the union and school district. During such period, the employee may be returned to the employees former position for reasons, which will include, but are not limited to, inability to perform job requirements and/or meet performance standards, as determined by the school district. If the employees' former position is no longer available, the employee shall have the right to displace the least senior employee holding a position for which they qualify for.

Section 2. Loss of Seniority.

Subd. 1. Seniority shall be lost by any of the following:

1. Voluntary quit.
2. Discharge
3. Failure to report for work within seven (7) working days of mailing notification of recall from layoff.
4. Layoff for more than 18 months.

Subd. 2. Promotional Seniority. If an employee is assigned to a supervisory position with the school district, that employee will retain their bargaining unit/classification seniority at the time of their promotion for 24 months, but shall not earn additional seniority time. The 24 months may be extended by mutual agreement of the school district and the union but under no circumstances will the time exceed five (5) calendar years.

Section 3. Layoff.

Subd. 1. Definitions. Classification Seniority shall be defined as the length of service an employee has served in a particular classification.

Unit Seniority shall be defined as the total length of service from most recent date of hire, an employee has with the school district in all positions covered by this Agreement.

Subd. 2. Notification. In the event lay-off becomes necessary the school district shall notify the Union Office and the employees involved at the earliest opportunity.

Subd. 3. Lay-Off. In the event of a lay-off it shall be by classification. The employee with the least seniority in a particular classification shall be considered for lay-off first. When a position is eliminated the employee in that position shall have the right to bump (displace) any employee in the same classification with less seniority or any employee in a lower classification who has less unit seniority. The provisions in Section 1, Subd. 2, and Section 5 of this Article apply in the implementation of this subdivision.

Subd. 4. Recall. Employees shall be recalled in the reverse order of lay-off; the last employee laid off shall be the first recalled.

Subd. 5. Temporary Lay-Off. This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility or damages from natural or unnatural disasters.

Section 4. Job Openings:

Subd. 1. Posting. In the event of a job opening and/or a new position, said job opening and/or new position will be posted electronically on the District website and through the email system within five (5) working days of event. The job shall be posted for a period of five (5) working days, and filled within fourteen (14) working days. Bargaining unit members shall be given the opportunity to bid for job openings.

Subd. 2. Filling Vacancies. When an employee bids for a position in the same or a lower classification, seniority will be the main factor in filling the vacancy. The school district Human Resources Department may also consider other qualifications.

When an employee bids for a position in a higher classification the employer will fill the position with the most qualified employee from the unit, however, the district Human Resources Department reserves the right to hire outside the unit if such an applicant is more qualified.

Under any circumstances if qualifications are substantially equal, the District Human Resources Department will give preference to the senior employee. An employee not given a position may request a written explanation.

Section 5. Transfers. Transfers due to temporary organizational changes, difficulties in the employee's employment, physical or mental inability to perform duties may be made by the employer for cause without the employee's consent. If a situation should occur where there is cause for an employee to be transferred, the employer shall notify the employee involved in writing with a copy to the union, of the specific reasons why a transfer is necessary, the employer shall also include a list of current positions for which the employee who is to be transferred would be qualified. Employees who are in positions that the employee being transferred qualifies for shall in the order of seniority have the right to voluntarily change positions. Should no employee in one of these positions voluntarily transfer, the employee with the least seniority shall be required to make the transfer.

Section 6. Seniority List. The employer agrees to prepare and post a seniority list covering all employees in the classifications covered by the Agreement. The seniority list shall be prepared and posted every year. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct. The Union Steward shall be furnished in January of each year a current list of employees in the bargaining unit showing their date of hire and position held. Upon request of the Union Steward, the seniority list shall be updated.

Section 7. Seniority Ties. In the event more than one employee has the same seniority date, seniority ranking shall be determined by a random drawing conducted by the union. The school district shall have the right to have a representative present during the drawing.

Section 8. Extended Leave of Absence. A bargaining unit employee who is unable to work due to personal illness or disability, and who has exhausted all accumulated paid leave, shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to two (2) years upon furnishing a medical certificate. A bargaining unit employee on

extended leave of absence will retain their seniority, but will not accrue seniority during the leave of absence.

ARTICLE 8 – GENERAL

Section 1. Qualifications and Physical Examinations. Employees whose mental or physical condition make it impossible for them to satisfactorily do their duties may be continued in service at the option of the employer. Determination of fitness shall be the responsibility of the employer and will be based on physician's recommendations. Physical examinations ordered under the provisions of this section will be performed by the school district's designated physician. The district will pay for any charge made by the physician to complete the physical.

Section 2. Building Engineer Heads.

Subd. 1. General Description Building Heads. Is responsible for all custodial and maintenance work necessary to keep the building in good condition. The maintenance work will include preventive maintenance and repairs to the heating and ventilating systems, glazing, painting, carpenter work, etc. Direct and supervise other custodial staff assigned to the building. Perform some of the cleaning and housekeeping functions. During the heating season, if the employer does not have a qualified employee regularly scheduled to work on Saturday and Sunday, it is the responsibility of the building head to check the heating system in their building on Saturday and Sunday as well as holidays. Occasionally the school district may, at its discretion, allow one building head to check the building of another. Such trading of responsibility from one building head to another must be with the approval of the school district designee. In the larger schools the building head may appoint a qualified custodian from that building to check their building on weekends and holidays with prior approval of the school district designee.

Subd. 2. Areas of Responsibilities Building Engineer Heads.

A. Overall supervision of the physical facilities include proper cleanliness maintenance work and grounds care. Also maintenance of general safety standards.

B. Develop and maintain work schedules, division of duties and workloads for all custodians in building area, subject to approval by Supervisor of Buildings and Grounds.

C. Train and supervise work of personnel assigned.

D. Requisition all supplies and repair parts, for effective housekeeping and a high standard of maintenance of the building.

E. Maintain good communications with the building principal about coming events.

F. Such other duties and functions as are necessary to maintain a safe, clean and sanitary building and site.

Subd. 3. Qualifications of Head Engineer.

A. Must have a valid Second Class C Boiler License (or higher) for McKinley, and Nerstrand. Must have a valid First Class C Boiler License (or higher) for High School and Middle School, Roosevelt, Lincoln and Jefferson.

B. Must be able to work without close supervision.

C. Must be able to assign work effectively.

D. Must be able to write requisitions and communications to teachers, administrators, and fellow workers.

Section 3. Lead Engineer – Evening Shift.

Subd. 1. Requirements for Lead Engineer.

1. Must have a valid boiler license to operate as a shift engineer.
2. Must be able to work without close supervision and be able to delegate duties to other employees.
3. Must be able to communicate verbal and written orders.

Subd. 2. Responsibilities of Lead Engineer.

1. Responsible for maintenance work assigned to evening shift.
2. Responsible for dealing with other district personnel and the public while on duty.
3. Responsible for adjusting work responsibilities when emergency or unforeseen events occur.
4. Responsible for notifying proper persons when an emergency occurs.
5. Responsible for other duties as assigned by the school district designee.

Section 4. In-service. The employer agrees to encourage employees to obtain training in areas related to the duties of this bargaining unit. When the employer sponsors and/or offers educational and/or training opportunities all employees will be notified and given the opportunity to be considered for participating. The employer shall have the sole right to determine the number of employees to be released from scheduled work time for in-service. The employees selected to participate will be based, first, on the needs of the employer, and then on seniority provided the senior employees have adequate pre-requisite skills.

Subd. 1. Upon approval from the department supervisor, training and all related costs, up to seven hundred and fifty dollars ($750.00) per occurrence, will be reimbursed to employees covered by this agreement upon successful completion of training.

ARTICLE 9 – HOURS OF WORK

Section 1. Basic Week. The basic work week shall consist of forty (40) hours, five (5) consecutive eight (8) hour days. Hours worked shall be consecutive exclusive of unpaid lunch period. The basic work week and the work day may be modified by mutual consent.

Section 2. Part-Time. Part-time bargaining unit employees will work when their services are needed.

Section 3. Determination of Working Hours.

Subd. 1. Working Hours. Working hours shall be determined by the school administration. The district must, however, give at least five (5) working days' notice before changing normal work shifts, during the time when school is in session. (Normally late August to early June.) A change in hours with less than five (5) days' notice may be done with mutual consent of the employee and the district. If late hours are worked in a building during the summer months, they will be rotated among the employees working in a building during the summer.

Subd. 2. New Position. Both parties agree the school district has the right to determine the duties and hours of each position. If the school district should permanently (more than sixty (60) calendar days) change the scheduled hours by more than one (1) hour and/or change the location (from one building to another, not including temporary buildings) or substantially change the type of duties performed (i.e. from housekeeping/cleaning to maintenance) the union may ask this be declared a new position and be duly posted. This language does not apply to building head, or lead maintenance positions.

Section 4. Work Shift. A work shift is defined as a regularly recurring period of work with a fixed starting and ending time, exclusive of overtime work.

Section 5. Rest Period. Employees will be allowed a fifteen (15) minute break each four (4) hours of work, i.e. morning and afternoon. Employees who work a straight eight (8) hours will be allowed one twenty (20) minute break (lunch) and one ten (10) minute break. All break and lunch times will be scheduled by the school district designee. Employees working the second or third shift will work a straight eight (8) hours.

Section 6. School Closings. If the school district or building is closed for emergency, employees will be expected to report to work. In the event the employee cannot safely make it to work, the employee may take a vacation day, personal day, or a non-paid day.

ARTICLE 10 – LEAVES OF ABSENCE

Section 1. Allowance.

Subd. 1. Sick leave shall be granted to all permanent employees, who shall accumulate sick leave on the basis of one (1) normal day per month and shall accumulate to a maximum of 1440 hours. Sick leave shall be earned at the rate of 1.85 hours for each 40 hours, regular time, worked.

Subd. 2. When any employee is absent on sick leave which will be compensated for by worker's compensation, supplied by the school district, then the employee's pay for sick leave days used, as provided in these regulations, will supplement the worker's compensation pay only to the extent of the employee's daily wage and continuing only until the accrued sick leave is exhausted.

Section 2. Definition of Sick Leave. The above allowances are in effect for employees of the Faribault Public Schools only under the following circumstances:

Subd. 1. Personal Illness: Personal illness of the employee, including illness due to pregnancy and childbirth, which prevents her/his attendance at school and the normal performance of duties.

Subd. 2. Critical Illness or Death in the Immediate Family:

A. Up to five (5) days absence will be allowed for each critical illness in the immediate family, said leave to be deducted from sick leave. This allowance may be extended at the discretion of the district in unusual circumstances. Up to five (5) days bereavement leave will be allowed, with no sick leave deduct, for a death in the immediate family. Employee must request bereavement leave, in writing, to the District Human Resources Department.

B. "Critical illness" means illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside.

C. For purposes of this section only, "immediate family" means the employee's child, as defined in Section 181.940, Subd. 4, adult child, spouse, sibling, parent, grandchild, grandparent, or stepparent, aunt, uncle, niece, nephew, a former legal guardian of the staff member covered by the terms of this Agreement and the same mentioned for the employees spouses family members.

Section 3. Leave of Absence. An employee who is unable to work due to personal illness or disability, and who has exhausted a minimum of ninety (90) accumulated paid sick leave days or has exhausted all accumulated sick leave days if less than ninety (90) days, shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year upon furnishing a medical certificate.

Section 4. Medical Statement. The superintendent or designee may require an employee to complete and furnish a medical statement, attached hereto as Appendix B, or as provided by the district, from a qualified physician as evidence of personal illness, critical illness or specialist appointment, after three (3) consecutive days of personal illness, for or in the immediate family. The employer, may when evidence of sick leave abuse exists, notify an employee prior to days taken for sick leave, that the employee will be required to furnish a medical statement, from the district's designated physician, for all sick leave days. The district will pay for any charge made by the physician to complete the certificate.

Section 5. Funerals of Close Friends. Employees may, with the approval of the Superintendent of Schools or designee, be granted up to one (1) full day of sick leave to attend the funeral of a close friend.

Section 6. Sick Leave Buy Back. The Employer will pay each employee 100% of any unused sick leave earned above the maximum accumulation during the contract year. The employer will make this payment during the month of July of each year.

Section 7. Sick Leave Donation. An employee may individually donate up to forty (40) hours of paid sick leave to another employee who has depleted his/her paid sick leave. Donations are limited to custodial/engineer bargaining unit employees only.

Section 8. Personal Leave. Bargaining unit employees may be granted a leave at the discretion of the school district of no more than two (2) days per year, non-accumulative, and with no loss in pay. Personal leave may be used for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session. Examples of personal business which qualify for use of this type of leave are court appearances, to discharge the obligation to take a family member to a specialist when it cannot be handled in any alternative manner, or at an alternative time not in conflict with the regular work day, and significant family events such as weddings and graduation ceremonies. Vacation and/or recreational activities would not qualify, or would a vocational activities or negotiations for change in regular employment.

Requests for personal leave must be made in writing to the immediate supervisor and/or building principal at least five (5) days in advance, except in emergencies. The request shall state the reason for the proposed leave. This section shall not be subject to the grievance procedure, except to assure there is uniform application.

Section 9. School Activity Leave.

Subd. 1. In accordance with §181.9412, the district will grant an employee leave up to a total of sixteen (16) hours during a twelve month period to attend school conferences or school related activities related to the employee's child, stepchildren and grandchildren, provided the conferences or school related activities cannot be scheduled during non-work hours.

Subd. 2. The employee must provide at least three (3) days written notice prior to the time of the proposed leave.

Subd. 3. The employee may substitute any accrued leave, (sick, vacation, personal) for leave under this section.

ARTICLE 11 – HOLIDAYS AND VACATIONS

Section 1. Holidays. The following holidays are observed as days off for bargaining unit employees:

1. Independence Day (for 12 month employees only)
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Eve
6. Christmas Day (or compensatory day)
7. New Year's Eve Day
8. New Year's Day
9. Spring Break Day
10. Memorial Day (Federal)
11. Floating Holiday (1 day, non-accumulative, may be taken with approval of immediate supervisor and school district designee, for full-time employees only)

No holiday will be taken which is in conflict with school being in session. If a holiday is in conflict a compensatory day will be given. Personnel will not be compensated for any holiday that occurs during a period when the employee has been laid off.

Section 2. Vacations.

Subd. 1. Eligibility. This Article shall apply only to employees who are regularly employed at least eight (8) hours per day and twelve (12) months per year.

Subd. 2. Entitlement.

A. Employees shall be entitled to vacation as follows:

Years of Service	Days of Vacation
Start through 5 years	10
6 years through 14 years	15
15 years +	20

Vacation accrual is based on each 40 hours, regular time, paid.

B. An employee cannot carry more than (80) hours vacation beyond July 31 of each year, without the approval of the Human Resources Department.

C. The Employer shall pay back any and all unused vacation hours up to a maximum of $125.00 per day for all hours over 80 after July 31st of each year.

Subd. 3. Scheduling. The district has the right to limit the number of persons taking time off (vacation/comp time). Requesting time off (vacation/comp time) must have prior approval by the Director of Buildings and Grounds. When four (4) or more consecutive days are requested, ten (10) working days' notice are required.

Vacation requests for the summer months and the subsequent school year received by May 1 will be approved on a seniority basis. Requests received after May 1 will be considered on a first applied, first considered basis.

The employer will notify employees requesting vacation before May 1 of their approval or denial within three weeks. Employees requesting vacation after May 1 will be notified of approval or denial as soon as possible. An employee who has a vacation request denied will be given the reasons in writing.

Section 3. Time Off Without Pay. Time off without pay may only be granted in extraordinary or emergency circumstances for purposes that are critical to the employee and cannot be taken care of during non-working hours. Time off without pay will not be granted if the employee has appropriate accrued leave. Applications for time off without pay must be approved by the Human Resources Department.

ARTICLE 12 – GROUP INSURANCE

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

Section 2. Application. Insurance coverage is not automatic. Employees who wish coverage must make application for it.

Section 3. Hospitalization and Medical-Surgical Insurance.

Subd. 1. Full-time Employees. Employees who regularly work thirty (30) or more hours per week shall be eligible to participate in the group health insurance program. The district's pro-rata contribution shall be a percentage applied to the fixed set for the type of coverage selected by the employee. The district's contribution towards the cost of the coverage selected is a percentage based on the number of hours scheduled to work in a week.

All costs in excess of district contribution shall be deducted from the employees pay.

Subd. 2. Two Employees in the Same Family. When two (2) people in the same family are employed by the school district, the district will contribute an amount equal to the cost of two (2) single allowances or one (1) family coverage at the election of said employee. The amount contributed by the school district for persons employed part-time will be governed by subdivision B of this section. In no event will the district's contribution exceed the cost of the family coverage in any year.

Subd 3. Consumer Directed Health Plan and Voluntary Employee Beneficiary Association (VEBA). The District shall offer a Consumer Directed Health Plan coupled with a VEBA. Each employee who chooses to enroll in the Consumer Directed Health Plan will receive a District contribution for premiums and a contribution into a Health Deductible/VEBA Plan offered by the District as follows:

A. Single Coverage with a VEBA: The School District shall make available the group health plan. The School District will pay the follow amount for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan.

- Effective July 1, 2022 – June 30, 2024: $16,716.00 per year ($1,393 per month)

The District will also contribute $1,200 into each qualified employee's VEBA account in equal payments with each pay period.

B. Family Coverage with a VEBA: The School District shall make available the group health plan. The School District will pay the follow amount for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan.

- Effective July 1, 2022 – June 30, 2024: $15,516 per year ($1,293 per month)

The District will also contribute $2,400 into each qualified employee's VEBA account in equal payments with each pay period.

C. If a qualified bargaining unit member enters the VEBA plan as a participant on a date after the first day of the VEBA plan year, the District shall prorate the amount of the District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total days of a full time employee (260 days).

D. All contributions on behalf of the VEBA plan participant shall cease on the date the participant is no longer covered under the High Deductible Health Care Plan or employed by Faribault Public Schools.

Subd. 4. Consumer Directed Health Plan and Health Savings Account (HSA). The District shall offer Consumer Directed Health Plan coupled with an HSA. Each employee who chooses to enroll in the Consumer Directed Health Plan will receive a District Contribution for premiums and a contribution in to an HSA offered by the District as follows:

A. Single Coverage with an HSA: The School District shall make available the group health plan. The School District will pay the

following amount for each month, or major portion thereof employed, toward the premium.

- Effective July 1, 2022: $14,320 per year ($1,193 per month)
- Effective July 1, 2023: $14,920 per year ($1,243 per month)

The District will also contribute $3,650 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

B. Single Coverage without an HSA: The School District shall make available the group health plan described as CDHP without an HSA. For the 2022-2023 contract years the School District will pay up to $17,970 per year at the rate of $1,497.50 per month for each month, or major portion thereof employed, toward the premium. No contribution will be made toward the deductible or into an HSA account.

For the 2023-2024 contract years the School District will pay up to $18,570 per year at the rate of $1,547.50 per month for each month, or major portion thereof employed, toward the premium. No contribution will be made toward the deductible or into an HSA account.

C. Family Coverage with an HSA: The School District shall make available the group health plan described as CDHP with HSA. For the 2022-2023 contract years the School District will pay up to $14,320 per year at the rate of $1,193 per month for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan. The District will also contribute $3,650 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

For the 2023-2024 contract years the School District will pay up to $14,920 per year at the rate of $1,243 per month for each month, or major portion thereof employed, toward the annual

premium for family group health coverage under this plan. The District will also contribute $3,650 towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

D. Family Coverage without an HSA: The School District shall make available the group health plan described as CDHP without an HSA. For the 2022-2023 contract years the School District will pay up to $17,970 per year at the rate of $1,497.50 per month for each month, or major portion thereof employed, toward the annual premium. No contribution will be made towards the deductible or into an HSA account.

   For the 2023-2024 contract years the School District will pay up to $18,570 per year at the rate of $1,547.50 per month for each month, or major portion thereof employed, toward the annual premium. No contribution will be made towards the deductible or into an HSA account.

E. The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

F. If an employee enters the HSA plan as a participant on a date after the first day of the HSA plan year, the District shall prorate the amount of the District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total employed days of a full time employee (260).

G. All contributions on behalf of the HSA plan participant shall cease on the date the participant is no longer covered under the CDHP or employed by Faribault Public Schools.

Subd. 5. The School District shall also make available alternate group health plans. With respect to the members, the School District shall contribute an annual amount not to exceed $17,970.00 for the 2021 – 2022, and $18,570.00 for the 2022-2023 school years towards the premium for single or family group health coverage.

Qualifying employees who elect coverage in the group health plans described in Subd. 6 shall not be entitled to participate in the HSA or VEBA for Active Employees (Subd. 3, 4 and 5). Thus, they will not become members of the voluntary employee's beneficiary association and they will not receive contributions to individual accounts in the HSA/VEBA Plans.

Section 4. Dental Insurance. The school district will provide dental insurance at a monthly contribution amount of forty dollars ($40.00) towards single or family insurance.

Section 5. Long Term Disability. The school district will provide an income protection plan to cover all fulltime bargaining unit employees at an income rate of 66 and 2/3%.

Section 6. Life Insurance. The school district will provide all bargaining unit employees who are full-time employees of the district with fifty thousand dollars ($50,000) of term life insurance.

Section 7. Duration of an Insurance Contribution. An employee is eligible for district contributions as provided in this Article as long as the person is employed by the school district. Upon termination of employment, all board participation shall cease, effective on the last working day. Persons who are on leave without pay must bear the full cost of any group insurance that they have elected to carry. Employees who are on worker's compensation or on long term disability are eligible for district contributions to group insurance in effect when the disability began as long as they remain employees of the district.

Section 8. Early Retirement. Effective after June 30, 2000, a custodian who retires prior to qualifying for Medicare and has at least thirteen (13) years employment with the school district, shall be eligible to remain the existing group health and hospitalization insurance program and shall remain eligible for a district contribution up to twelve hundred ($1200) dollars per year at the rate of one hundred ($100) dollars per month. Such contribution shall commence upon early retirement and request from the former employee and continue until the end of the month in which the bargaining unit employee qualifies for Medicare.

ARTICLE 13 – SEVERANCE

Section 1. An employee who has completed at least twenty (20) years of service, exclusive of any unpaid leave, with the school district and who is at least fifty-seven (57) years of age shall be eligible for a severance benefit. Such benefit shall be

EITHER:

A. An amount equal to three (3) days of the retiring employee's current salary at the time of severance, less benefits, times the number of full years of employment in the district to a maximum of sixty (60) days,

OR

B. Payment for one-half (1/2) of employee's accumulated sick leave at a rate equal to the employee's current salary at the time of severance, less benefits, to a maximum of 720 hours.

WHICHEVER IS GREATER.

Section 2. For purposes of determining the amount of salary to be used for calculating the severance benefit under options a) and b) in Section 1 of this Article, the rate of pay shall be that rate being earned at the time of severance. The number of paid hours in a day shall be the average number of hours worked per day during the three years preceding severance.

A. Employee must be in good standing and actively at work at the time applying for provisions of this Article.

B. Employee must certifiably retire from employment to be eligible for lump sum payment under this Article.

ARTICLE 14 – RATES OF PAY

Section 1. Wage Schedule.

Subd. 1. The wages and salaries listed below shall be a part of the agreement for the period commencing July 1, 2020 through June 30, 2022 and thereafter until modifications are made pursuant to the P.E.L.R.A.

Full time Personnel (40 hour week)	**7/1/2022**	**7/1/2023**
Maintenance Engineer	$27.79	$28.62
Head Engineer:		
High School	$26.59	$27.39
Middle School	$25.36	$26.12
Jefferson, Lincoln, Roosevelt	$24.14	$24.86
McKinley, Nerstrand	$22.90	$23.59
Groundskeeper	$22.44	$23.11
Delivery Driver	$22.44	$23.11
Custodian	$21.80	$22.45

Temporary and part time employees will be paid at a rate not less than the Federal minimum wage.

Subd. 2. A salary increase is not automatic and is effective only upon affirmative action of the school district. The school district reserves the right to withhold a salary increase in individual cases for cause as the school district shall determine. Salaries will be considered for step adjustment on the annual anniversary date of employment only. Persons who have terminated their services, prior to the date that this contract was ratified by the Bargaining unit, are not eligible for a retroactive wage adjustment.

Section 2. Extra Pay.

Subd. 1. Stipend for a License. Employees with Licensure will be paid the following:

Special License	$0.40 per hour
2nd Class License	$0.65 per hour
1st Class License	$0.90 per hour
Chief License	$1.15 per hour
State registered unlicensed electrician	$0.65 per hour

The hourly rate would be available to all members of the bargaining unit whether or not they are in a position that requires licensure.

Subd. 2. Shift Differential. Employees with more than one-half (1/2) of their regularly scheduled work hours falling between the hours of 3:00 p.m. and 11:00 p.m. will be paid differential pay in the amount of $0.25 per hour. Employees with more than one-half (1/2) of their regularly scheduled work hours falling between the hours of 11:15 p.m. and 5:30 a.m. will be paid differential pay in the amount of $0.33 per hour.

Subd. 3. Overtime. All work performed in excess of the basic day shall be computed at the regular time and one half rate. No overtime will be paid unless it has been specifically authorized by the Superintendent of Schools or designee.

Bargaining unit employees shall be paid two (2) times their regular pay rate for hours worked on Sunday and holidays, unless hours are part of employees normal work week.

When planned overtime work is to occur, bargaining unit employees will be notified as far in advance as practical.

Employees assigned to a particular building will have the first opportunity to work overtime in that building when district needs are met. The employees will be placed on the list in order of seniority. When the needed overtime occurs, the most senior employee will be called first unless the employee has already worked overtime. If no employee in that building wants to work overtime the overtime shall be classified as district overtime.

District overtime shall be distributed as equally as possible. Employees interested in working district overtime will sign the district overtime

list. The employees will be placed on the list in order of seniority. When the needed overtime occurs, the most senior employee will be called first, unless the employee has already worked overtime. If the senior employee has already worked overtime the next employee on the list will be called until all employees have worked overtime. When all employees have worked overtime the process will be repeated. For the purpose of this paragraph, when an employee is asked to work overtime and refuses it will be considered as worked.

The district will have the right to institute mandatory overtime if volunteers do not meet the district needs. The mandatory system will require the least senior employee(s) who has not worked overtime to work first and then proceed to the next least senior employee who has not worked or has worked the least overtime. Should mandatory overtime become necessary employees who voluntarily worked overtime will be credited with the hours worked.

Call back: Any employee called back to work after his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the regular pay rate.

Overtime reports must be submitted to the Director of Buildings and Grounds or school district designee no more than five (5) days after overtime has been worked.

An employee, in-lieu of being paid for overtime, may be given compensatory time of one and one-half hours for each hour of overtime worked. Compensatory time off shall not be provided when overtime is a result of non-school activities (where overtime rate is charged to a person/organization). The maximum accumulation of compensatory time will be 40 hours. If the accumulated overtime exceeds 40 hours the employee will be paid for all hours over 40. An employee will not be allowed to carry more than eight hours of compensatory time past the start of the school year (September 1). All hours of accumulated compensatory time in excess of eight hours shall be paid at the rate earned if not used prior to the start of the school year. An employee may not use more than 24 hours of compensatory time in any one instance. The district, may, at its discretion, waive the 24 hour maximum.

When the employer requires a building head to check a building on Saturday, Sunday or holidays the building head shall be compensated one hour at time and one-half for each building check, or the actual hours worked, whichever is greater.

Subd. 4. Extra Duty. The bargaining unit employee who is assigned the duties of paint crew lead person shall receive an additional $40.00 per month, but not to exceed $120.00 per year.

Subd. 5. Travel Pay. Bargaining unit employees assigned to more than one (1) building during the normal school year (normally late August to early June) shall receive an additional $20.00 per month, or the IRS rate as adopted in the actual fiscal plan, whichever is greater, but not to exceed nine months per year. It will not be paid when use of a private vehicle is not necessary (two block radius).

Subd. 6. Longevity Pay. Amount per hour additional for each employee who qualifies as per table below:

After 5 years of service	$0.30 per hour
After 10 years of service	$0.35 per hour
After 15 years of service	$0.45 per hour
After 20 years of service	$0.55 per hour
After 25 years of service	$0.65 per hour
After 30 years of service	$0.75 per hour

Increases are to be effective on the first check after January 1, and July 1, following the anniversary date of employment that qualifies the employee.

Subd. 7. Lead Engineer, Evening Shift. A person assigned as Lead Engineer, evening shift shall be paid an additional forty dollars ($40.00) per month.

Subd. 8. Engineer Pool Operator. A person assigned as Engineer Pool Operator shall be paid an additional $0.90 per hour. Engineer Pool Operator must have valid National Pool and Spa Operators Certificate.

Subd. 9. Asbestos Worker. Anytime an employee has been properly trained to work with asbestos in abatement, encapsulation, or

containment situations, and is actually doing this type of work, they will be paid an additional rate of four dollars ($4.00) per hour to their regular hourly rate.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

Section 1. Discipline.

Subd. 1. Cause. Disciplinary action may be imposed upon an employee for cause, as determined by the district.

Subd. 2. Procedure. Disciplinary action shall be conducted in private and not in the presence of students, teachers, or other school district employees, except district administrators, unless failure to act immediately might prove harmful to the health and welfare of the students or other individuals.

Subd. 3. Normal Disciplinary Sequence. The normal disciplinary sequence shall be as follows:

1. Oral reprimand
2. Written reprimand (copy to union)
3. Suspension with or without pay, or demotion (copy to union)
4. Discharge (copy to union)

This section shall not be interpreted to prevent the school district from discharging immediately for cause, nor from changing the above sequence depending upon the severity of the action for which the discipline is being administered.

Subd. 4. Written Reprimand: When any disciplinary action more severe than an oral reprimand is intended, the district shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the union. If immediate action is taken the union copy may be forwarded after-the-fact.

Subd. 5. Violation of Statute or School Rule: In the case where a violation of statute, regulation, or school rule requires disciplinary action more severe than a written warning the following procedure shall be followed:

A. Employees facing the imposition of disciplinary action must be informed orally or in writing of the facts and nature of the conduct which has been challenged prior to the informal meeting.

B. Employees facing imposition of disciplinary action must be given an opportunity to express their version of the facts or conduct which has been challenged, and be given an opportunity to meet with the union representative prior to the informal meeting.

Section 2. Right to Union Representation.

Subd. 1. Union Present. The school district shall give an employee an opportunity to have a union representative present during investigation or questioning which may lead to suspension, demotion or discharge.

Subd. 2. Right to Grieve. The union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the second (2nd) step of the grievance procedure.

Section 3. Discharge of Permanent Employees. The district may discharge any permanent employee for cause. If the district feels there is cause for discharge the employee and the union will be notified in writing that the employee is subject to discharge and shall be furnished with the reason(s).

Section 4. Personnel Records.

Subd. 1. Oral Reprimands. An oral reprimand may become part of an employee's personnel record.

Subd. 2. Copy of Record. Each employee shall be furnished with a copy of all evaluative and disciplinary action placed in her/his Human Resources Department Office record and shall be entitled to have her/his written response included therein. All disciplinary action in the Human Resources Department Office record shall state the corrective action expected of the employee and consequences of failure to correct.

Subd. 3. Right to View Record. The contents of an employee's Human Resources Department Office record shall be disclosed to her/him upon request for an appointment and in the presence of a district authorized official.

Subd. 4. Personnel Records. A copy of written reprimands, notices of suspension or discharge that are to become a part of the employee's personnel file shall be given to the employee with space for signature of acceptance or affidavit of service of said document.

ARTICLE 16 – DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2022 to June 30, 2024 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the school district and the union representing the employees. The provisions herein related to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

Section 4. Employees Time Off for Bargaining Sessions. One (1) employee for each forty (40) members of the bargaining unit will be granted leave with pay to attend up to 24 hours of negotiating sessions. Such leave will be paid at the regular hourly rate and cannot be combined with normal duties so as to result in overtime pay for that pay period.

Section 5. Severability. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

For: Faribault ISD #656

Chairman

Clerk

Chief Employer Negotiator

Date: 11/28/22

For: International Union of Operating Engineers, Local 70

Scott Marsyla, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Drew Brodeen, Business Representative

John Schouweiler, Steward

Date: 11/28/22

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