

MASTER CONTRACT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 622

AND

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

JULY 1, 2021 – JUNE 30, 2023



School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

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ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 622, North St. Paul-Maplewood-Oakdale Public Schools, Maplewood, Minnesota (hereinafter referred to as the School Board or School District) and the International Union of Operating Engineers, Local No. 70 (hereinafter referred to as the Exclusive Representative or 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 members of the appropriate unit during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the International Union of Operating Engineers, Local No. 70, as the Exclusive Representative for custodial and driver employees employed by the School Board of Independent School District No. 622, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

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

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School District's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean custodial and driver employees employed by the School District in the following classifications: Arena Worker II, Arena Maintenance and Operations I, Arena Maintenance and Operations II, Custodians, Student Contact Day Bus Driver, Driver/Custodians, Driver/Custodian/Dispatch, Driver/Custodian/Mechanic Apprentice, Driver/Custodian/Warehouse, Driver/Custodian/Maintenance, Head Engineers, Custodial Lead Persons, Driver/Mechanic, Maintenance Person, Printer, Assistant Printer, Multimedia/Electronics Specialist, Crew Chief, Bus Monitors, Community Education Lead Person, Community Education Site Supervisor, Multi-Media Specialist, and Driver Trainer, and excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose service do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit employees who hold positions of a temporary or seasonal character for a period not in excess of sixty (60) working days in any calendar year and emergency employees as such terms are defined by the P.E.L.R.A.

Section 3. Definition: Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy 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, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

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

Section 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the Laws of the State of Minnesota, and by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District, 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 provided, however, that such State laws and Board rules, regulations, directives, and orders are not incorporated into this Agreement by reference.

ARTICLE V EMPLOYEES RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employees 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: The School Board recognizes the right of employees to form and join labor or employment organization.

Section 3. Request for Dues Check off: The Exclusive Representative shall have the right to request and be allowed dues check off for its members, provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the School District shall deduct from the employee's paycheck the dues that the employee has agreed to pay to the Exclusive Representative during the period provided in said authorization. Deductions shall be made each month and transmitted to the Exclusive Representative together with a list of names of the employees from whom deductions were made. Within 30 days of employment the School District will inform the Union of all new hires.

Section 4. Employees access to Personnel File:

Subd. 1. Personnel File: The contents of an employee's personnel file shall be available for his/her review, provided reasonable notice is given to the Human Resources Office.

Subd. 2. Removal of Materials from Personnel File: After three (3) years of discipline free performance, an employee may request that Human Resources review a disciplinary document (excluding suspension and discharge) in his/her personnel file. If Human Resources finds that the employee has successfully corrected the problem, Human Resources will file an attachment to the disciplinary document indicating that the problem has been corrected.

Section 5. Transactions: The School District agrees to deduct and transmit employee-authorized amounts to one financial institution designated by the employee.

**ARTICLE VI
HOURS OF SERVICE**

Section 1. Normal Work Week: The normal workweek for full-time employees shall consist of five (5) consecutive days, and eight and one half (8 ½) consecutive hours per day (8 of which are work hours), 40 work hours per week. The normal daily lunch period shall be at least one-half hour, unpaid and duty free. On days when school is in session, the lunch period for the Driver/Custodian shall be at least one-half hour and not more than one hour. No stacking of breaks are allowed. Only an 8 ½ hour per day position will be eligible to two (2) 15 minute breaks and one (1) 30 minute duty free break. A six (6) hour per day employee will be granted two (2) 15 minute breaks. A four (4) hour per day employee will be granted one (1) 15 minute break.

Section 2. Student Contact Day Bus Drivers and Van Drivers: The normal work schedule for Student Contact Day Bus Drivers shall be up to eight (8) hours per day and up to 200 days per year between August 15 and June 15 of each year. Student Contact Day Bus Drivers shall not work past 4 p.m. except on regular school routes. If the employee works a consecutive eight (8) hour day, they shall receive, in addition, a daily lunch period which shall be at least one-half hour, unpaid and duty free.

Section 3. Temporary and Part-Time Employees: Temporary help shall be limited to 60 working days in a single job, unless a verbal agreement is reached by both parties. Permanent full-time positions will be posted and filled in sufficient time to provide for this limitation. Part-time help shall be limited to six (6) hours per day and thirty (30) hours per week on student contact days as set in the calendar for the regular school year (excluding summer school, etc.). Temporary and part-time help will not accrue nor receive benefits, except as otherwise provided in this agreement.

Section 4. Starting Times and Shift Assignments: With respect to starting times and shift assignments left to the discretion of the School Board, the employees shall receive one week's notice of any changes in shift assignments. Premium pay, at time and one-half will be paid when notice is not given, for hours worked beyond the regular schedule. Starting times and shift assignments shall be established by the School District. When starting times or shifts are changed by more than two hours, the School District will post the position in accordance with Article XII. With regards to Commercial Vehicle Drivers assigned to drive School District Commercial Vehicles, who by virtue of a driving assignment, would be in violation of Federal Department of Transportation rules for allowable driver hours of service, shall not be entitled to premium pay, or notice, or overtime if the School District changes a shift to conform to law (Federal).

ARTICLE VII RATES OF PAY

Section 1. Wages:

Subd. 1. 2019-20 Contract Year: Employees shall be compensated during the 2019-20 contract year, effective July 1, 2019 pursuant to Schedule A including step movement for eligible employees.

Subd. 2. 2020-21 Contract Year: Employees shall be compensated during the 2020-21 contract year, effective July 1, 2020 pursuant to Schedule B including step movement for eligible employees.

Subd. 3. Successor Agreement: In the event a successor agreement is not entered into prior to July 1, 2021, an employee shall remain at the same step as compensated during the 2020-21 contract year until a successor agreement is reached.

Section 2. New Employees: A new employee shall be placed on the wage schedule in the appropriate classification and on such step as agreed to between the School District and the employee, and shall be eligible for step advancement on the following July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the step rate on July 1 but shall not be eligible for step advancement until the following July 1. Thereafter such a new employee shall be subject to all provisions of this Article.

Section 3. Change in Classification:

An employee, upon change of job classification, will be placed on the indicated wage step as per the following table or that step which reflects their years of service in the unit, whichever results in the greater wage rate, except that no one will be placed at a rate higher than a more senior employee in the same classification.

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>LABOR GRADE</u>
a) Part-Time Custodian	1	A
b) Bus Monitor	1	A
c) Community Education Site Supervisor	1	A
d) Full Time Custodian	1	A
e) Arena Worker II	1	A
f) Custodial Night Lead I	22	B
g) Part-time Driver	13	B
h) Driver/Custodian	30	B
i) Grounds Worker	30	B
j) Student Contact Day Bus Driver	17	B
k) Van Driver	6	B
l) Custodial Night Lead II	22	C
m) Driver/Custodian/Maintenance	26	C
n) Driver/Custodian/Warehouse	26	C
o) Driver/Custodian/Mechanic Apprentice	26	C
p) Arena Maintenance and Operations I	26	C
q) Head Engineer I	24	D
r) Printer	30	E
s) Driver Mechanic	26	F

t) Driver/Custodian/Dispatch	26	F
u) Driver/Dispatch/Maintenance	26	F
v) Driver Trainer	26	F
w) Head Engineer II	26	E
x) Head Engineer III	26	F
y) Outside Grounds Worker	26	F
z) Arena Maintenance and Operations II	26	F
aa) Maintenance/Mechanical	26	G
bb) Maintenance/HVAC/Controls Technician	28	H
cc) Plumber	28	H
dd) Electrician	28	H
ee) Driver/Mechanic (3ASE)	26	F
ff) Driver/Mechanic (5 ASE)	26	H
gg) Mechanic Lead (3 ASE)	28	G
hh) Mechanic Lead (5 ASE)	28	H
ii) Maintenance Worker	26	F

In addition to the above step placements, new hires that are in training to become part-time school bus drivers will be placed on the driver wage step schedule at step 1 until trained and properly licensed with a CDL, the wage will then move to the established step placement listed above for part-time drivers.

Subd. 1 - Adjusted Starting Rate: Employees hired after April 28, 1994, will, upon change in job classification, be placed on the step in their new classification, which reflects their years of service in the unit, unless the district has determined a different step as the normal entry step, in which case the employee will be placed at the greater wage.

Subd. 2. Reduction in Classification Due to Reduction in Work or No Fault: When change in job classification is the result of reduction in full-time force, or no fault, the employee will be placed in their new job classification at the step where they suffer least loss of pay but with no increase in pay.

Subd. 3. Displaced Classification With Cause or Voluntary Demotion: When an employee is displaced and moved to a lower classification with cause or voluntarily demotes to a lower classification, he/she shall be placed on a step in the new classification which reflects their years of service in the unit.

Section 4. Boiler Licensed differential: A minimum differential of .50 and a maximum differential of no more than .75 per hour shall be paid to the following staff members:

- A. All Custodians that hold a valid Minnesota Special Boiler License shall receive an additional .50 per hour.
- B. All Custodians that hold a valid Minnesota 2nd Class C Boiler License shall receive an additional .25 per hour not to exceed .75 per hour.
- C. All Night Leads that hold a valid Minnesota 1st Class C Boiler License shall receive an additional .50 per hour.

- D. All Night Leads that hold a valid Minnesota Chief C Boiler License shall receive an additional .25 per hour not to exceed .75 per hour.
- E. All Building Engineer I and II that hold a valid Minnesota Chief C boiler license shall receive an additional .50 per hour.

Subd. 1. Employees holding a Master Plumbers License shall be compensated \$7.00 differential per hour in addition to their regular pay.

Subd. 2. Maintenance/HVAC/Controls Technician will receive an hourly stipend of \$5.00.

Subd. 3. Pool License Differential:

A. Head Engineer III and Night Lead II that are a Certified Pool Operator and work at schools with pools shall receive an additional .50 per hour.

B. All Maintenance Staff that are a Certified Pool Operator and service schools with pools shall receive an additional .50 per hour.

Section 5. Mileage: An allowance as set by the School Board shall be paid for authorized use of personal cars in connection with School District business. For purposes of this section, mileage shall be paid pursuant to the attached mileage chart. For purposes of this section, authorized mileage shall include the distance between work locations if the employee has duties assigned at more than one location. Expense reports for mileage must be turned in no less frequently than quarterly within the School District's fiscal year, with expense reports claiming mileage through June 30 due no later than the following July 31. The School District's mileage report form is available on the district website.

Section 6. Required Physicals: The District will pay the cost of any physical examinations required by the District not to exceed a total cost of \$120.00. The District shall have the right to select the place and type of physical provided the District pays the total cost of the physical. Department of Transportation (DOT) physicals will only be paid for by the District for those who are primarily classified as a "School Bus Driver or Van Driver".

Section 7. Paydays: Paydays may be every other Friday or bimonthly as determined by the School District. The School District will meet and confer with the Exclusive Representative prior to implementing a change in the payroll procedure.

Section 8. Overtime Pay:

Subd. 1. Overtime required and authorized by the administration shall be paid at the rate of time and one-half for all hours over eight (8) paid hours in a day or forty (40) paid hours in a week.

Subd. 2. Double-time pay will be paid for hours worked on holidays plus the employee's holiday pay.

Subd. 3. Overtime shall be distributed as equitably as practicable within building assignment and specialization among employees, but overtime shall not be required of the bus drivers in cases of illness, family medical emergencies, or extreme fatigue.

Subd. 4. Student Contact Day Bus Drivers shall be eligible for overtime assignments when all Full Time Driver Custodians are either working an overtime assignment, or are ineligible to work an overtime assignment.

Section 9. Call-Back Pay:

Subd. 1. The minimum time on an authorize call-back shall be two (2) hours at time and one-half including building checks. Authorized call-backs shall be those authorized or approved by the administration.

Subd. 2. An employee shall be entitled to call-back pay when the employee is required to return to work after having been released from the employee's regular duties after an eight (8) hour shift or when an employee, working a regular forty (40) hour week, is required to report on the employee's day off or at any time not continuous with the employee's regular shift.

Subd. 3. Temporary, part-time and Student Contact Day Bus Driver employees are not entitled to call-back pay. For purposes of the call-back pay provisions, part-time employees are defined as employees working less than a regular 40-hour week. Temporary employees are defined, for the purposes of call back pay, as those employees working in a temporary position for which benefits do not apply and when the temporary position has not been posted.

Subd. 4. Call-back time must be verified by time slips by the employee's supervisor.

Section 10. Bus Trips: Trips on weekends beyond the normal work week will be paid time and one-half. Necessary expenses for meals and lodging on overnight trips will be reimbursed. Bus driving at night, together with all extra bus trips may or may not be offered to the full-time bus drivers and shall, if offered, be distributed on a seniority rotating basis as equitable as practicable.

Section 11. Temporary Replacements: When an employee temporarily replaces another employee of a higher pay grade, in instances such as illness or vacation, the replacing employee will receive the payment of the higher classifications as well as any shift or license differential for which he would qualify. Custodial employees will be required to receive a "Special" boiler license and be making reasonable progress towards becoming a shift engineer in order to qualify for the replacement pay when the employee replaces a Building Engineer.

Section 12. Night Differential: Employees who are assigned a regular shift that goes beyond six (6) pm will receive a \$.50/hr shift differential for hours worked. Employees who are assigned a regular shift beyond midnight will receive a \$.60/hour shift differential for hours worked. Employees receiving a shift differential will receive the differential for most of the year except during the summer when the employee may not be working beyond six (6) pm or beyond midnight.

Section 13. Confined Space: Employees certified in confined space entry and required to perform confined space tunnel work shall be compensated a \$5.00 per hour for all hours worked in that capacity. The \$5.00 per hour will be in addition to their regular pay.

Section 14. Relief Drivers: Drivers identified and selected by the School District to serve as relief drivers will be paid a stipend of \$850.00 per year. The stipend pay is spread out over the school year September through August 31 and paid starting the first pay period in September.

Section 15. Mechanic: A Driver/Mechanic or Mechanic lead who earns and maintains at least three school bus ASE certifications will be placed on salary schedule G-C42. A Driver/Mechanic or Mechanic lead who holds the full number of school bus ASE certifications will be placed on salary schedule H-C43.

Section 16. School Closing: When school is closed by order of the Superintendent of Schools or other lawful authority and state aid is not impaired, employees who are not required to work will be paid without a deduction from sick days or personal leave for up to three days per school year. In the event there are additional school closings, employees will have the option to use personal leave per Article IX, Section 5.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board. It is understood that elements of coverage provided in the plan in existence on the date of the signing of this Agreement shall not be diminished during the duration of the Agreement unless otherwise mutually agreed by the parties. The School Board will meet and confer with the Exclusive Representative upon request regarding this matter. The School District will provide the Union with notice of any contemplated change in carrier or policy.

Section 2. Medical-Hospitalization Insurance:

Subd. 1. Single Coverage: Effective January 1, 2020, the School District shall contribute a sum not to exceed \$655.00 per month toward the premium for individual coverage for Student Contact Day Bus Drivers, full-time employees and 12 month part-time employees who normally work and/or are paid for at least six (6) hours per day for 12 months per year, employed by the School District who qualify for and are enrolled in the School District group medical health-hospitalization plan including School District vision care plan. The balance of the individual premium, if any, shall be contributed by the employee and paid by payroll deduction. Effective July 1, 2020, the district shall contribute a sum not to exceed \$688.00 per month.

Subd. 2. Dependent Coverage: Effective January 1, 2020, the School District shall contribute a sum not to exceed \$1538.00 per month toward the premium for dependent coverage for each full-time employee who qualifies for and is enrolled in the School District group medical health-hospitalization plan including School District vision care plan. The balance of the dependent premium, if any, shall be contributed by the employee and paid by payroll deduction. Student Contact Day Bus Drivers are eligible to elect dependent medical coverage. This employee is responsible for the balance of the dependent premium for dependent coverage less the single coverage district contribution. . Effective July 1, 2020, the district shall contribute a sum not to exceed \$1615.00 per month.

Subd. 3. Death of Spouse: Upon the death of an employee, the surviving spouse may remain in the group plan for a period of one year by paying the monthly premium.

Subd. 4. Post-employment continuation of health insurance requires enrollment in Medicare Part A and/or B upon eligibility for such coverage.

Section 3. Vision Insurance: The School District shall contribute a sum not to exceed \$11.33 per month toward the premium for single coverage for part-time employees who work at least twenty hours per week who qualify for and are enrolled in the School District's group vision plan. Eligible part-time employees

can apply the School District's contribution toward single coverage for vision insurance toward the purchase of dependent coverage, with the balance of the premium for dependent coverage contributed by the employee and paid by payroll deduction.

Section 4. Long-Term Disability Insurance:

Subd. 1. Coverage: The School District will provide a Long Term Disability Insurance Plan for all Student Contact Day Bus Drivers and full-time 12 month employees covered by this Agreement, and part-time employees covered by this Agreement, who normally work four (4) hours or more hours per day, on student contact days. The plan will include not more than a 60 calendar day waiting period and will pay not less than 70% of the employee's normal salary.

Subd. 2. Employees on disability will be provided health and life insurance for a period of one (1) year, provided the employee was enrolled in the School District's insurance plan(s) prior to the employee going on disability leave. Thereafter, the employee may remain in the group and pay their premium subject to the restrictions of the carrier.

Section 5. Life Insurance: The School District will provide \$50,000 in term life insurance for full-time employees, Student Contact Day Bus Drivers and part-time employees who work at least twenty hours a week. Each employee may purchase additional supplemental life insurance through payroll deduction at the group rate in the amount of \$25,000. Group insurance is subject to the terms of the group life insurance policy.

Section 6. Dental Insurance: The School District will contribute a sum not to exceed \$108.90 per month toward the premiums for dental insurance for each Student Contact Day Bus Driver and each FT 12 month employee who qualifies for and is enrolled in the School District group dental plan. The school district shall contribute a sum not to exceed \$65.00 for 12 month part-time employees who normally work and/or are paid for at least six (6) hours per day for 12 months per year.

Section 7. Part-Time Employee Dental: Effective July 1, 2020 the school district shall provide a dental plan and contribute \$64.37 per month towards the cost of coverage. The balance of the premium shall be contributed by the employee and paid by payroll deduction. To be eligible for coverage employees must work at least twenty hours per week but work less than 12-months per year.

Section 8. Duration of Insurance: An employee is eligible for Board contributions as provided in this Article as long as the employee is employed by Independent School District No. 622. Upon termination of employment, all Board participation and contribution shall cease, effective on the last working day, except as provided in Article XV.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Full-time employees shall earn sick leave at the rate of 6.662 hours (10 days per annum) for each month of service during the first two years in the employ of the School District. After two years of service, each full-time employee shall earn sick leave at the rate of ten (10) hours

(15 days per annum) for each month of service in the employ of the School District. Unused sick leave days may accumulate to a maximum credit of 1520 hours of sick leave per employee. An employee shall accumulate sick for each full hour on the payroll, excluding overtime on a monthly basis, provided that in the case of separation of an employee to whom sick leave has been advanced in excess of that accumulated, the employee is required to refund the amount paid for the period of such excess. Sick leave will be allowed in hour-long increments provided it has been pre-approved by the employee's supervisor.

Subd. 2. Student Contact Day Bus Drivers: Student Contact Day Bus Drivers shall earn pro-rated paid sick leave based upon Subd. 1 above.

Subd. 3. Part-time Employees: A person normally employed at least four (4) hours a day and not less than the number of student session days, will be eligible and receive pro-rated paid sick leave. Sick leave accruals and usage for part-time employees whose hours fluctuate based on route changes will be adjusted on October 1, January 1 and April 1. Changes in hours which occur between the adjustment dates will be used for the allocation and use of sick leave until the next adjustment date.

Subd. 4. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented the employee's attendance and performance of duties on that day or days.

Subd. 5. In accordance with Minnesota law Statute §181.9413, an employee may use sick leave for absences due to an illness or injury to an employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to sick leave benefits payable to the employee from the employee's accumulated sick leave.

Subd. 6. The School Board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised during the course of illness.

Employees with greater than ten (10) days of unexpected absences in the previous or current year Employees will be required to provide medical verification of an illness in the following circumstances:

- An employee who has used more than ten (10) days of sick leave per year
- Absences which reflect a pattern i.e....Frequent absences on Fridays and Mondays, Absences preceding/following recognized holidays or vacations
- Reasonable cause to suspect that sick leave is being requested inappropriately

After the end of every school year, there will be a review of the medical certification requirement for all affected employees unless the requirement has been in place less than nine (9) months. This review may or may not result in a change of the medical certification requirement.

Subd. 7. Unless exigent circumstances exist, employees who fail to report to work for three (3) consecutive work days who are not on an approved leave of absence and who have not notified their supervisor of illness per call-in procedures or failure to observe FMLA guidelines will be deemed terminated.

Subd. 8 Bereavement: An absence occasioned by death of a member of the family (spouse, child, brother, sister, parent) may be extended up to five (5) days upon approval of the supervisor with no salary deduction for each incidence. Such days will be deducted from the employee's sick leave allowance. One day of sick leave with no salary deduction may be used for death of a related person living in the employee's household, the employee's grandparents, grandchildren, mother-in-law and father-in-law. Additional time may be granted due to death of the aforementioned persons at the sole discretion of the school district and will be deducted from either accrued vacation or salary at the option of the employee.

Subd. 9. Unused sick leave hours may accumulate to a maximum credit of 1520 hours of sick leave per employee. July 1, of each year the School District will credit each employee with his/her annual sick leave allowance. This yearly leave allowance shall be in addition to the total accumulation. An employee with unused sick leave hours in excess of the total accumulation limit of 1,520 hours shall be given additional vacation hours at the following ratio: for each 1 hour of accrued sick leave in excess of the 1,520 hours accumulation, the employee will be credited with 0.20 hours of vacation to be taken during the next fiscal year. Additional vacation hours accruing under this subdivision must be scheduled with the prior approval of the employee's supervisor and will not ordinarily be approved for days when school is in session.

Subd. 10. If a full time employee who has worked for the School District for at least twelve consecutive months has used no (0) days of sick leave and are regularly scheduled to work in the previous quarter(s) (First day of school-November 30, December 1-February 28, March 1-Last day of school, First day of summer schedule-Last day of summer schedule), he/she shall receive an additional 4 hours of pay to be paid by the School District. It is the employees' responsibility to submit a request for this payment at the end of the quarter, no later than 10 business days following the end of that quarter, and obtain approval by their supervisor. The request will be paid by the second payroll after receipt of the approved request.

If a part time employee who is normally employed at least four (4) hours a day has worked for the School District for at least one school year and has used no (0) days of sick leave and are regularly scheduled to work during the previous quarter(s) (First day of school-November 30, December 1-February 28, March 1-Last day of school, First day of summer schedule-Last day of summer schedule), he/she shall receive an additional two (2) hours of pay to be paid by the School District. It is the employees' responsibility to submit a request for this payment at the end of the quarter, no later than 10 business days following the end of the quarter, and obtain approval by their supervisor. The request will be paid by the second payroll after receipt of the approved request.

Section 2. Child Care Leave of Absence:

Subd. 1. Eligibility: An employee who becomes pregnant while in active employment shall have the right to continue in regular employment and utilize accrued sick leave, long-term disability, and all other rights afforded under this Contract for disability due to pregnancy, delivery and recovery. An employee may use up to five (5) days of sick leave with no salary deduction for purposes of adoption or guardianship proceedings upon verification to the School District. Such

days will be deducted first from the employee's yearly allowance and then from accrued sick leave days earned in previous years by the employee.

Subd. 2. Length: Any employee shall have the right to receive a child care leave of up to six (6) months without pay or fringe benefits, except as provided under federal or state laws, and without loss of seniority, subject to the provisions of this Article for the purpose of maternity, adoption, care of a preschool child or combination thereof. This leave may also be taken following the utilization of the sick leave and disability provisions in Subd. 1 above.

Subd. 3. Notice: The employee applying for leave under the provisions of this Article or under Minnesota's Parenting Leave Law, or the Federal Family Medical Leave Act shall give the School District notice in writing of the request for leave under this section no later than thirty (30) days prior to commencement of leave whenever possible. The employer may request reasonable medical verification of the reason for the leave.

Subd. 4. Return to Work: The Director of Human Resources may consult with the employee regarding the ending date of the leave and may make moderate adjustments in the ending date in accordance with the needs of the School District.

An employee unable to work and absent for a non-FMLA leave to their former position and shift for up to 30 calendar days, after that time their position may be put up for bid and the employee may return to another open position in the same classification for a period of up to 1 year. Employees unable to return after a period of one (1) year may be considered to have resigned.

Subd. 5. Retention of Benefits: If the employee qualifies and returns to work in accordance with the above, either to the employee's original job or to a position of like status and pay, the employee will be given credit for the seniority accrued up to the time of leaving as well as the seniority the employee would have accrued had the employee been available for work during the period of the employee's absence.

Subd. 6. Conformance to Law: The provisions of this section are subject to such amendment or modification as may be required to comply with any future applicable State or Federal laws or regulations which may become binding upon the parties hereto.

Section 3. Worker's Compensation:

Subd. 1. Supplementing Workers Compensation: An employee who is absent from work as a result of a compensable injury incurred in the service of District 622 under the provisions of the Worker's Compensation Act, the employee will be notified by the District, in writing, that they have the following options:

- (1) Receive from the School District the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.
- (2) Receiving no payment from the School District and the employee retains all compensation received pursuant to the Worker's Compensation Act.

An employee who fails to notify the District in writing of the option they want to select will automatically be placed under #2 above.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rated portions of days of sick leave or vacation time that is used to supplement worker's compensation.

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

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

Subd. 5. Overpayment: The District will take reasonable steps to assure that an employee, who is supplementing their Workers Compensation benefits with paid leave time, is paid only for the time the employee has earned. The District and the Union recognize that even when reasonable precautions are exercised, overpayments may occur. When the District determines that an overpayment has occurred, they will notify the Union Business Representative and the employee as soon as possible in writing, telling what the amount of the overpayment is and supporting documentation that clearly demonstrates that an overpayment occurred. The employee will make arrangements to repay to the District the money they were overpaid within thirty (30) days of receiving notification and proof of overpayment. If the employee and the District fail to come to a voluntary agreement on how the repayment will be made, the District will deduct not more than 10% of the employee's gross wages each pay period until the overpayment has been repaid. The employee may, at their sole discretion, use paid vacation time earned to offset the amount of the overpayment.

Section 4. Military Leave: Military leave shall be granted pursuant to applicable laws.

Section 5. Personal Leave for Part-time Employees and Student Contact Day Bus Drivers: All part-time and Student Contact Day Bus Drivers employees who work at least twenty (20) hours per week, and at least the student contact days of the year, shall receive one personal day after one year of service, two personal days after three years of service, three personal days after ten years of service, and four personal days after twenty years of consecutive service to be deducted from accumulated sick leave. Personal days are to be used in the year received and cannot be used during the summer cleaning period. Part time and Student Contact Day Drivers may use personal days on non-student contact days. Personal days must be pre-approved by the employees' supervisor. Personal leave will be allowed in hour-long increments provided it has been pre-approved by the employees' supervisor.

Section 6. Special Leaves of Absence:

Subd. 1. An employee who has been continuously employed by the School District for five years or more may request a leave of absence without pay for a period not to exceed two years (total maximum cumulative leave).

Subd. 2. All requests for leave of absence shall be in writing and shall be submitted to the employee's immediate supervisor for action.

Subd. 3. All requests shall state the beginning and ending dates of the requested leave.

Subd. 4. An employee on an unpaid leave of absence may continue enrollment in the District insurance programs applicable under this Agreement at the employee's expense.

Subd. 5. An employee returning from an unpaid leave of absence shall be returned to the employee's former classification.

Subd. 6. All actions related to the employee's request for a leave of absence shall be copied to the exclusive representative and the affected employee.

ARTICLE X HOLIDAYS

Section 1. Paid Holidays: Full-time employees shall be granted ten (10) paid holidays and Student Contact Day Bus Drivers and part-time employees who are normally employed at least four (4) or more hours per day, on student contact days, shall be granted nine (9) paid holidays as follows:

Full-Time Holidays

1. New Year's Day
2. Presidents' Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. The Day After Thanksgiving
9. December 24th/Christmas Eve Day
10. December 25th/Christmas Day
11. June 19th (Juneteenth)

Part-Time and Student Contact Day Bus Drivers

1. New Year's Day
2. Presidents' Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. The Day After Thanksgiving
8. December 24th/Christmas Eve Day
9. December 25th/Christmas Day

Those employees that work twenty (20) or more hours in the month of July shall receive July 4th as a paid holiday.

Holiday pay will be prorated for eligible part-time employees.

ARTICLE XI VACATION

Section 1. Earned Vacation: 12 month full-time employees shall earn and be credited with vacation time in accordance with the following schedule:

1st year through 5th year	For every 26 regular hours paid-1 hour vacation time
6th year through 10th year	For every 17.33 regular hours paid-1 hour of vacation time
11 th year through 19 th year	For every 13 regular hours paid - 1 hour vacation time
Twenty (20) or more years	For every 10.4 regular hours paid-one hour vacation time

Those holding and utilizing Master Plumber or Master Electrician licensure will receive for every 17.33 regular hours paid -1 hour of vacation time for the 1st through the 10th year of employment. The regular vacation schedule will apply thereafter.

Regular hours do not include overtime or premium pay.

Subd. 1. Part-time 12 month Earned Vacation: Part-time 12-month employees who work and/or are paid for six (6) hours or more per day shall earn and be credited with pro-rata vacation in accordance with the schedule above.

Section 2. Application:

Subd. 1. Vacation may not be used before it is accrued. Employees may not carry over more than the amount of vacation time that employee could accrue in one fiscal year.

Subd. 2. Unused vacation shall be paid upon termination of employment for reason of resignation, lay off, retirement or death of an employee. Such employee or his/her estate shall be paid for all unused vacation time.

Subd. 3. Vacation requests received by April 1 of each year will be granted on the basis of seniority. Employees will be notified by April 15 of approval or denial of vacation requests. Requests for vacation received after April 1 will be granted on a first request basis.

ARTICLE XII VACANCIES AND JOB POSTINGS

Section 1. Posting of Vacancies: All permanent vacancies will be posted for a one-week period. The union office shall be provided with a copy of all postings.

Subd. 1. The District may fill a position on a temporary basis pending the completion of posting and application procedures, but in no instance shall a vacant position be filled for more than 60 work days.

Subd. 2. Long Term Temporary: Long term temporary openings, which are defined as those that are expected to and or do exceed sixty 90 days, will be filled on a temporary basis through the normal bidding and selection procedure as described in this Article. When a leave exceeds 12 months, the position will then be filled as a permanent open position. This does not include special leaves of absence as noted in Article IX, section 6.

Section 2. Application for Vacancies: All employees under this Agreement may submit application through the District's online application system for any vacancy which is posted pursuant to this Article. If help is needed, stop by the Human Resources office for assistance.

Section 3. Filling of Vacancies: Notice of the candidate selected to fill the vacancy shall be given within five (5) working days after the closing of the posting.

Section 4. Application of Seniority: Seniority shall control in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position at the time of the closing of the bid. Promotions shall be filled as provided in Section 5 herein. For purposes of this Section, a promotion is defined as moving to a classification involving an increase in base pay.

Section 5. Promotion:

Subd. 1. In filling positions involving a promotion as defined in Section 4 above, the position shall be filled by the School District with the qualified candidate. Relevant qualifications needed for a

position shall be determined by the School District. In making its determination as to who is the qualified candidate, the School Board shall consider the employee's qualifications, aptitude for the position and his/her length of service with the School District, along with other relevant factors. If the School District changes qualifications for promotions, it will be the School District's responsibility to give advance notice to the Union.

Subd. 2. If, in review of application, the School District is going to recommend that the job be awarded to a junior employee, the Union shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the school business official. The decision of the school business official may be appealed to the Superintendent within the provisions of the grievance procedure and a review may be sought with the School Board. If there is no agreement, the decision of the Superintendent or the School Board may be implemented pending review under the arbitration clause, to determine whether the standards of Subdivision 1 have been fairly and reasonably applied.

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

Section 7. Administrative Transfers: Seniority and posting shall not apply in an administrative transfer involving a mutually satisfactory lateral exchange between two permanent employees. Transfers of this nature will be discussed with the Union prior to final disposition.

ARTICLE XIII SENIORITY

Section 1. Recognition: The parties agree that the principle of seniority shall control in the application of this Agreement within the same classification, lower paid classifications, or a classification previously held by an employee concerning reduction or increase in force, elimination of position, preference of shift assignment, and assignment of vacation period. This same recognition of seniority shall apply in instances when, for reasons such as, but not limited to health, physical ability and qualifications an employee is unable to fulfill the required responsibilities of a particular position, but may perform the functions of a lesser position. In applying seniority when decreasing the work force, the employee affected may bump any junior employee in the same, a lower paid classification, or other classification the employee previously worked in if the employee is qualified to do the junior employee's job. This bumping procedure will be repeated until the employee having the least seniority is laid off or an employee waives the right to bump. This bumping process will be completed in one meeting of all potentially affected employees. Student Contact Day Bus Drivers shall be laid off before full-time employees.

Section 2. Definition, Date and Status:

Subd. 1. Definition: Full-time seniority will be defined as the employee's length of service in a full-time position since their most recent date of hire i.e., the day the employee begins to perform services for the district, in a position covered by this contract. Student Contact Day Bus Driver seniority will be defined as the employee's length of service in a Student Contact Day Bus Driver position since their most recent date of hire i.e., the day the employee begins to perform services for the district, in a position covered by this contract. Part-time seniority will be defined as the employee's length of service in a part-time position since their most recent date of hire i.e., the day the employee begins to perform services for the district, in a position covered by this agreement.

Subd. 2. Date: Employees shall be given seniority upon completion of the probationary period as

defined in this Agreement. Upon completion of probation, the employee's seniority date shall relate back to their most recent date of hire in a full-time and/or part-time position covered by this Agreement. If more than one full-time or more than one part-time employee is hired on the same day, effective July 1, 1992, seniority shall be determined by lot.

Subd. 3. Employment Status:

Employees will earn seniority based on their employment status since their most recent date of hire in a position covered by this Agreement.

- A. When an employee is in a full-time position, the employee's time will be used to determine their full-time seniority status. When an employee is in a part-time position, the employee's time in such a position will be used to determine their part-time seniority status. When an employee is in a Student Contact Day Bus Driver position, the employee's time will be used to determine their Student Contact Day Bus Driver seniority status.
- B. If an employee moves between part-time, full-time, or Student Contact Day Bus Driver positions, their seniority under their former status will be frozen. Frozen seniority can only be used when an employee returns to a status where the frozen seniority was earned.

Subd. 4. Seniority During Leaves of Absences:

- A. Approved Leave for Medical Reasons: An employee who is on approved leave for medical reasons, including worker's compensation and/or FMLA, will continue to earn seniority under the appropriate seniority list (i.e.; full-time or part-time) for the time on leave. If an employee returns within the first six (6) months, the employee will be allowed to return to the same position they held when their leave started. If an employee is on medical leave over six (6) months, the employee will have the right to return to any position for which they have the necessary seniority and qualifications to bump.
- B. Leaves of Absences for Non-Medical Reasons: Employees who are granted leaves of absences for other than medical reasons, will be allowed to retain their seniority rights for a maximum of twenty-four months. An employee who has accumulative leave time for other than medical reasons, exceeds twenty-four months and such employee takes additional non-medical leave time will lose their seniority (full-time and part-time).

Section 3. Lay-Off Application: An employee shall retain their seniority and right to recall within the employee's classification, a lower paid classification, or a classification the employee previously worked in if the employee is qualified to do the work of the open position and providing the employee recalled has more seniority than other qualified employees on lay-off status. Employees shall retain seniority and recall rights for a period of two years.

Section 4. Student Contact Day Bus Driver: Student Contact Day Bus Driver shall accrue seniority during their most recent date of continuous employment. Seniority commences after completion of probationary period and is retroactive to first day of actual service. The principle of seniority will apply to Student Contact Day Bus Driver employees for lay-offs in their classification. Student Contact Day Bus Driver employees, if laid off, may bump other Student Contact Day Bus Driver employees with less seniority and same or similar hours. Qualified Student Contact Day Bus Driver employees will be considered for full-time positions along with other qualified applicants in accordance with Article XII, Section 6.

Section 5. Part-time Employees: Part-time employees shall accrue seniority during their most recent date of continuous employment. Seniority commences after completion of probationary period and is

retroactive to first day of actual service. The principle of seniority will apply to part-time employees for lay-offs in their classification. Part-time employees, if laid off, may bump other part-time employees with less seniority and same or similar hours, providing they previously worked in that classification and/or they have the needed qualifications for the work performed. Qualified part-time employees will be considered for full-time positions along with other qualified applicants in accordance with Article XII, Section 6. Additionally, for part-time bus drivers, seniority shall apply to shift and route assignments annually at the commencement of the school year, but shall not apply for changes that occur during the school year, unless an exception is made by the School District.

Section 6. Part-time and Temporary: Employees who work less than fourteen (14) hours a week or who are employed less than sixty-seven (67) work days will not have seniority rights under this Agreement. Section 7. Recall From Lay-Off Status: No part-time employee may work more than ten (10) consecutive working days in the custodial service while a full-time member of such service is on lay-off and will accept the position. If an employee on lay-off accepts a part-time position, the employee shall be treated for all wage and fringe benefit purposes as a part-time employee, provided a full-time employee recalled to a temporary eight hour per day position shall be paid the appropriate wage and shall receive the fringe benefits of a full-time employee. Such an employee will retain all current rights of recall to a full-time position. This clause shall not apply if the School District elects to subcontract part or all of the unit's work. Such decision by the School District shall be subject to the collective bargaining process for the agreement commencing July 1, 1991.

ARTICLE XIV DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions, with the exception of those listed below in Subd. 1. of this Agreement shall serve an initial probationary period of one hundred twenty (120) working days of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Subd. 1. Probationary Period (180 working days). Grounds worker, Mechanics, Maintenance HVAC positions will have a probationary period of 180 working days due to their seasonal schedules.

Section 2. Probationary Period - Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification, other than the Driver Trainer, Grounds worker, Mechanics, Maintenance HVAC classification, shall serve a new probationary period of sixty (60) working days in any such new classification. An employee transferred or promoted during his/her initial probationary period shall be required to complete the initial probationary period of one hundred twenty (120) working days and also complete the change in classification probationary period of sixty (60) working days, for a total of one hundred eighty (180) working days. During this sixty (60) day probation period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall reassign the employee to his/her former classification. During this sixty (60) day probationary period, if the employee determines that the new classification is unsatisfactory, the School District shall reassign the employee to his/her former classification.

Grounds Worker, Mechanic, and Maintenance HVAC positions will have a probationary period of 180 working days due to their seasonal schedules.

Section 3. Driver Trainer Probationary Period: In addition to the initial probationary period, an employee transferred or promoted to the Driver Trainer classification, shall serve a new probationary period of one (1) calendar year in the Driver Trainer classification. During this one (1) year probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall reassign the employee to his/her former classification. During this one (1) year probationary period, if the employee determines that the new classification is unsatisfactory, the School District shall reassign the employee to his/her former classification. Each time the School District posts the Driver/Trainer position, the list of applicants who applied will be maintained for a period of one year. During the course of the year, if the Driver/Trainer position becomes open, the School District shall have the right to fill the position from the maintained applicant list.

Section 4. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged, or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

Section 5. Discipline Procedures:

Subd. 1 Union Representation: The School District shall not meet with an employee for the purpose of questioning in person or by phone who is the subject of an investigation, without first offering the employee the opportunity for Union representation. Such meeting shall not take place until a Union Representative is available or is released by his/her supervisor. An employee waiving the right to such representation must do so in writing prior to any questioning. A copy of such waiver shall be furnished to the Local 70 business Representative and Union Steward. Prior to any questioning of the employee, the employee must be given a general overview of the nature of the investigation.

Subd. 2. Disciplinary Procedures: The District subscribes to the principles of progressive discipline.

Subd. 3. Discharge: The School District shall not discharge an employee that has completed his/her initial probation without just cause. If the School District feels there is just cause for discharge, the employee and Local 70 Business Representative and Stewards shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. The employee shall have the right to meet to hear the evidence against him/her and to have his/her Union Representative present at such meeting, and to have his/her position stated.

ARTICLE XV RETIREMENT

Section 1. Retirement:

Subd. 1. Insurance Coverage: For any employee hired prior to July 1, 2018 who has not elected the Matching Retirement Plan, the School District agrees to provide medical surgical, hospitalization, major medical, vision, and dental insurance for retirees, their spouses, and legal dependents, identical to that as provided under Article VIII, Section 2, 3, and 6 of this contract, who are at least 55 years of age, PERA eligible, and have at least 10 or more years of continuous full-time employment with the School District under the Local 70 contract. Such benefits shall cease after eight (8) years. If a retiree obtains employment with an employer other than the School District, and such retiree is covered by a group medical-hospital insurance plan or HMO, such coverage shall be considered primary.

Subd. 2. Insurance Coverage for Retirees at Own Expense: Employees not covered by the provisions of Subd. 1 above, who are at least 55 years of age and PERA eligible will be provided the opportunity to continue such insurance coverage for eight (8) years by paying the premium.

Subd. 3. Severance Pay: Any employee hired prior to July 1, 2018 who has not elected the Matching Retirement Plan may receive severance pay.

1. Full-time and Student Contact Day Bus Driver employees who have had continuous employment with the School District for 10 or more years under the Local 70 contract, who have reached their 55th birthday and who are PERA eligible, may, upon retirement, receive severance pay.
2. Eligible employees, upon retirement, will receive as severance pay two (2) days of pay for each four (4) days of accrued sick leave at the time of retirement, but not to exceed a total of 75 days pay.
3. In applying these provisions, the hourly rate of pay for severance pay shall be the basic hourly rate of pay the employee was paid on the last working day prior to retirement.
4. Severance pay shall not be granted to any employee who is discharged for cause by the School District.

Section 2. Matching Retirement Plan: All employees who work at least twenty (20) hours per week who as of July 1, 2018 are not eligible for the retirement plan under Section 1, employees who work at least twenty (20) hours per week and are hired after July 1, 2018, and employees hired prior to July 1, 2018 who irrevocably elect the Matching Retirement Plan in lieu of any severance payment and post-employment insurance will be qualified to participate in the Matching Retirement Plan.

Subd. 1. Eligibility: An employee is eligible to participate in the Matching Retirement Plan if they are assigned to work twenty (20) or more hours per week.

Subd. 2. Matching Deduction: The School District will match up to a maximum of three and a half (3.5%) percent of the employee's annual base salary per year.

Subd. 3. Salary Deduction: The employee and District contributions shall be administered on an evenly distributed formula over each pay period. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the District.

Subd. 4. Approved Plans: The employee may select only qualified companies pre-approved by the State of Minnesota, Minnesota Statute Section 356.24 and also pre-approved by the school district for participating in this matching program.

Subd. 5. Claims Against the School District: The parties agree that any description of benefits contained in this article is intended to be informational only and the management of contributed funds is the responsibility of the provider selected by the employee. It is further understood that the Districts only obligation is to make contributions as specified in the article and that no claim shall be made against the District pursuant to this article.

Subd. 6. Insurance Coverage for Retirees at Own Expense: Employees who are at least 55 years of age and PERA eligible will be provided the opportunity to continue insurance coverage until the retiree is eligible for Medicare, by paying the premium.

ARTICLE XVI MISCELLANEOUS

Section 1. Application of Benefits: It is understood and agreed by the parties that Insurance Benefits, Article VIII; Leave Provisions, Article IX; Holidays, Article X; and Vacations, Article XI are benefits that will not apply to part-time personnel, except as otherwise provided in this Agreement.

Section 2. Jury Duty: An employee that is called for jury duty will be reimbursed for the difference between the amount paid for such services and the employee's straight time hourly rate for his/her regular scheduled hours for work during the period of service. Employees will be expected to report for their regular duties when temporarily excused from attendance at court. Such employee shall not suffer any loss of seniority during such absences. An employee called upon for jury duty shall be released from assigned duties for the duration of jury duty service.

Section 3. Training: Any employee requesting reimbursement for district approved training related to their assignment and attended on their own time shall follow the steps below. The school district will have final discretion in the approval of such application of funds.

1. Submit a written request to their immediate supervisor at least 30 days prior to the first training date giving a description of the training dates.
2. Supervisor shall respond within 14 days of receipt of request, indicating approval or disapproval of district reimbursement.
3. If request is approved, the district will reimburse the employee for the cost of the training after proof of completion of the course and a copy of the canceled check or appropriate proof of payment.

Section 4. Uniforms:

Subd. 1. Description of Uniform

- A. During the term of this agreement, the District shall provide and maintain uniforms for employees in the classifications of Grounds and Mechanic, consisting of shirt and pants. In the event the employees in these classifications choose not to wear the District issued uniform, said uniform shall be forfeited and the employee will no longer be issued uniforms. Said employee will be required to follow the District's Physical Appearance Expectations.
- B. Employees will be allowed to wear uniform shorts when temperatures exceed seventy (70) degrees.
- C. Employees in the position of maintenance and printer shall be issued an annual allowance of \$600.00 for uniforms including pants, shirts and outerwear. The selection of uniforms will be mutually agreed upon between the Union and the District. Employees are responsible for laundering their own uniforms.

Subd. 2. Shorts: The District will provide those employees, in the classifications specified in Subd. 1 of this section, who request shorts with two (2) pairs of uniform shorts annually.

Subd. 3. ANSI Approved Footwear: All employees, excluding part-time and student contact day drivers, will be required to wear safety shoes at all times during their shift. The district will provide a voucher up to \$200.00 per year for ANSI approved footwear including insoles.

Section 5. Seniority List: On or before May 15 of each year, the School District shall post updated full-time, Student Contact Day Bus Driver and part-time seniority lists, with employees listed in seniority order, which include the following information: name, classification, step placement and seniority date. The School District shall also provide this list to each steward and to the Local 70 Business Representative.

Section 6. Committee Selection: Local 70 shall be allowed to select those members who desire to participate in the Districts various ongoing committees.

Section 7. Physical Appearance Expectations: Employees that are not required to wear uniforms shall dress in a manner, which is neat, clean and appropriate to his/her job responsibilities. Clothing that is revealing, suggestive, or displays slogans or graphics, which are offensive or demeaning to any person or group, are not appropriate. Other examples of clothing which are inappropriate include but are not limited to:

- Ripped Clothing (even when holes are intended as fashion statements)
- Beachwear
- Cut-off apparel
- Tank tops, muscle shirts, halter tops
- Sandals and dirty or worn-out shoes

If an employee arrives at work in clothing that does not project the positive public image expected, the supervisor or principal will discuss appropriate dress with the employee. In the event the employee is required to change clothes before beginning work the employee will use their own accrued paid time for work hours missed. Continued violations of these expectations may lead to further corrective actions.

Section 8. Custodial Uniform Program: All custodial staff members and full-time driver/custodians that are covered under the Local 70 bargaining agreement shall be required to wear a provided uniform shirt from a designated uniform company that is properly cleaned, in good repair, and not altered, every day during their work schedule. Provided apparel is not to be worn outside of work. Custodial Staff are responsible for the cleaning and care of their uniform shirts.

ISD 622 will form a custodial uniform committee consisting of: The Operations Supervisor, Operations Administrative Support Person, up to (3) Local 70 Custodian members. Alterations in scheduling, to committee members, to attend the meetings, will be offered. No overtime for meetings will be granted without permission from the Operations Supervisor.

ARTICLE XVII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

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

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time period in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State Law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Adjustment of Grievances: An effort must first be made to adjust an alleged grievance informally between the employee and the appropriate supervisor. If this effort is unsuccessful, the grievance shall then be adjusted in the following manner:

Subd. 1. The grievance shall be reduced to writing within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance.

Subd. 2. Level I: If the grievance is not resolved through formal discussion, the appropriate supervisor shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools or his designee, provided such appeal is made in writing within 15 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent or his designee, he shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Section 5. School Board: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this Section the School Board reserves the right to reverse or modify such decision and respond in writing.

Section 6. Processing: The processing of all grievances shall be during the regular working hours, whenever possible, and employees shall not lose wages due to their necessary participation.

Section 7. Arbitration Procedures: In the event that the employee wishes to appeal the decision made at Level II, or the School Board's review of the administration's decision pursuant to Section 5, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the

aggrieved party and the steward, and such request must be filed in the office of the Superintendent within 15 days following the decision in Level II of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 15 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Timeliness of Processing Grievance After Request to Arbitrate: Grievance arbitration hearings must be scheduled within 15 days of the selection of the arbitrator and may only be continued thereafter upon mutual agreement of the Union and the School District.

Subd. 5. Submission of Grievance Information:

- A. Upon appointment of the arbitrator, the appealing party shall, within 15 days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
 - The issues involved.
 - Statement of the facts.
 - Position of the grievant.
 - The written documents relating to Section 5 of the grievance procedure.
- B. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 6. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to the hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 7. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator and cases properly before him shall be final and binding upon the parties, subject, however, to the limitations or arbitration decisions as provided by in the P.E.L.R.A.

Subd. 8. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expense which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 9. 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 his written Agreement, nor shall an arbitrator have jurisdiction over a grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

Section 8. Form: The following form must be used for filing of grievance and shall be provided by the School District (Attachment A):

**ARTICLE XVIII
DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021 and thereafter pursuant to the P.E.L.R.A. If either parties desires to modify or amend this agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2021.

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

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except if mutually agreed by the parties.

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

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

INDEPENDENT SCHOOL DISTRICT
NO. 622

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 70

Chair

President

Clerk

Recording Secretary

Director of Human Resources

Business Manager

Dated: _____

Union Negotiator

Steward

Steward

Steward

Steward

Steward

Steward

Dated: _____

ATTACHMENT A

GRIEVANCE REPORT FORM
North St. Paul-Maplewood-Oakdale Schools
Independent School District No. 622

Name of Grievant: _____

Building: _____

Name of Exclusive Representative: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Grievant

Union Representative

Copies to: Superintendent
Director of Human Resources
Immediate Supervisor
Exclusive Representative

SCHEDULE A – 2021-2022 WAGE SCHEDULE

	"P/T CUSTODIAN" "F/T CUSTODIAN" "ASST PRINTER" "CE BLDG SUPRV" "BUS MONITOR"	"P/T DRIVER" "DR/CUST" "GRNDS WRKER" "ST CONT DR" "NIGHT LEAD I"	"LEAD SUPRV" "LEAD CE SUP" "DR/CUST/MAINT" "NIGHT LEAD II"	"HEAD ENGINEER I"	"HEAD ENGINEER II"	"DR/TRAINER" "DR/MECHANIC" "HEAD ENGINEER III" "OUTSIDE GROUNDS WORKER"	"MAINT/MECH " "MECH LD 3 ASE CERT"	"MAINT/HVAC/CONTR " "PLUMBER" "MECH LD ASE CERT"
Step	A-B21	B-B22	C-B31	D-B32	E-B33	F-C41	G-C42	H-C43
1	\$19.12	\$19.70	\$21.28	\$22.02	\$22.23	\$23.21	\$24.66	\$27.26
2	\$19.32	\$19.89	\$21.57	\$22.33	\$22.53	\$23.56	\$25.01	\$27.42
3	\$19.49	\$20.06	\$21.83	\$22.63	\$22.85	\$23.90	\$25.36	\$27.61
4	\$19.69	\$20.25	\$22.10	\$22.94	\$23.18	\$24.24	\$25.71	\$27.77
5	\$19.88	\$20.44	\$22.29	\$23.24	\$23.50	\$24.60	\$26.06	\$27.96
6	\$20.03	\$20.63	\$22.47	\$23.43	\$23.81	\$24.95	\$26.40	\$28.11
7	\$20.24	\$20.82	\$22.67	\$23.60	\$24.00	\$25.31	\$26.76	\$28.31
8	\$20.43	\$21.00	\$22.84	\$23.79	\$24.18	\$25.65	\$27.07	\$28.47
9	\$20.62	\$21.19	\$23.02	\$23.98	\$24.37	\$25.81	\$27.26	\$28.64
10	\$20.80	\$21.36	\$23.21	\$24.17	\$24.56	\$26.01	\$27.45	\$28.82
11	\$20.99	\$21.57	\$23.41	\$24.36	\$24.73	\$26.19	\$27.64	\$28.98
12	\$21.18	\$21.74	\$23.59	\$24.54	\$24.92	\$26.39	\$27.83	\$29.17
13	\$21.35	\$21.92	\$23.77	\$24.72	\$25.10	\$26.56	\$28.01	\$29.33
14	\$21.56	\$22.12	\$23.96	\$24.91	\$25.31	\$26.75	\$28.20	\$29.52
15	\$21.73	\$22.30	\$24.15	\$25.09	\$25.47	\$26.94	\$28.38	\$29.68
16	\$21.91	\$22.48	\$24.33	\$25.30	\$25.68	\$27.13	\$28.58	\$29.87
17	\$22.10	\$22.68	\$24.53	\$25.45	\$25.84	\$27.31	\$28.77	\$30.03
18	\$22.29	\$22.85	\$24.69	\$25.67	\$26.05	\$27.50	\$28.92	\$30.20
19	\$22.47	\$23.04	\$24.89	\$25.83	\$26.23	\$27.67	\$29.14	\$30.38
20	\$22.67	\$23.22	\$25.07	\$26.04	\$26.42	\$27.86	\$29.31	\$30.54
21	\$22.84	\$23.42	\$25.28	\$26.22	\$26.59	\$28.05	\$29.51	\$30.73
22	\$23.02	\$23.60	\$25.44	\$26.40	\$26.79	\$28.23	\$29.66	\$30.89
23	\$23.21	\$23.78	\$25.65	\$26.58	\$26.97	\$28.41	\$29.88	\$31.07
24	\$23.41	\$23.97	\$25.81	\$26.78	\$27.17	\$28.61	\$30.05	\$31.24
25	\$23.59	\$24.16	\$26.01	\$26.96	\$27.34	\$28.80	\$30.23	\$31.41
26	\$23.77	\$24.35	\$26.19	\$27.15	\$27.54	\$28.97	\$30.44	\$31.59
27	\$23.96	\$24.54	\$26.39	\$27.32	\$27.70	\$29.17	\$30.60	\$31.76
28	\$24.15	\$24.70	\$26.56	\$27.53	\$27.91	\$29.34	\$30.79	\$31.94
29	\$24.33	\$24.90	\$26.75	\$27.69	\$28.08	\$29.54	\$30.99	\$32.12
30	\$24.53	\$25.08	\$26.94	\$27.90	\$28.08	\$29.73	\$31.17	\$32.31

SCHEDULE B – 2022-2023 WAGE SCHEDULE

	"P/T CUSTODIAN" "F/T CUSTODIAN" "ASST PRINTER" "CE BLDG SUPRV" "BUS MONITOR"	"P/T DRIVER" "DR/CUST" "GRNDS WRKER" "ST CONT DR" "NIGHT LEAD I"	"LEAD SUPRV" "LEAD CE SUP" "DR/CUST/MAINT" "NIGHT LEAD II"	"HEAD ENGINEER I"	"HEAD ENGINEER II"	"DR/TRAINER" "DR/MECHANIC" "HEAD ENGINEER III" "OUTSIDE GROUNDS WORKER"	"MAINT/MECH " "MECH LD 3 ASE CERT"	"MAINT/HVAC/CONTR " "PLUMBER" "MECH LD ASE CERT"
Step	A-B21	B-B22	C-B31	D-B32	E-B33	F-C41	G-C42	H-C43
1	\$19.69	\$20.29	\$21.92	\$22.68	\$22.90	\$23.91	\$25.40	\$28.08
2	\$19.90	\$20.49	\$22.22	\$23.00	\$23.21	\$24.27	\$25.76	\$28.24
3	\$20.07	\$20.66	\$22.48	\$23.31	\$23.54	\$24.62	\$26.12	\$28.44
4	\$20.28	\$20.86	\$22.76	\$23.63	\$23.88	\$24.97	\$26.48	\$28.60
5	\$20.48	\$21.05	\$22.96	\$23.94	\$24.21	\$25.34	\$26.84	\$28.80
6	\$20.63	\$21.25	\$23.14	\$24.13	\$24.52	\$25.70	\$27.19	\$28.95
7	\$20.85	\$21.44	\$23.35	\$24.31	\$24.72	\$26.07	\$27.56	\$29.16
8	\$21.04	\$21.63	\$23.53	\$24.50	\$24.91	\$26.42	\$27.88	\$29.32
9	\$21.24	\$21.83	\$23.71	\$24.70	\$25.10	\$26.58	\$28.08	\$29.50
10	\$21.42	\$22.00	\$23.91	\$24.90	\$25.30	\$26.79	\$28.27	\$29.68
11	\$21.62	\$22.22	\$24.11	\$25.09	\$25.47	\$26.98	\$28.47	\$29.85
12	\$21.82	\$22.39	\$24.30	\$25.28	\$25.67	\$27.18	\$28.66	\$30.05
13	\$21.99	\$22.58	\$24.48	\$25.46	\$25.85	\$27.36	\$28.85	\$30.21
14	\$22.21	\$22.78	\$24.68	\$25.66	\$26.07	\$27.55	\$29.05	\$30.41
15	\$22.38	\$22.97	\$24.87	\$25.84	\$26.23	\$27.75	\$29.23	\$30.57
16	\$22.57	\$23.15	\$25.06	\$26.06	\$26.45	\$27.94	\$29.44	\$30.77
17	\$22.76	\$23.36	\$25.27	\$26.21	\$26.62	\$28.13	\$29.63	\$30.93
18	\$22.96	\$23.54	\$25.43	\$26.44	\$26.83	\$28.33	\$29.79	\$31.11
19	\$23.14	\$23.73	\$25.64	\$26.60	\$27.02	\$28.50	\$30.01	\$31.29
20	\$23.35	\$23.92	\$25.82	\$26.82	\$27.21	\$28.70	\$30.19	\$31.46
21	\$23.53	\$24.12	\$26.04	\$27.01	\$27.39	\$28.89	\$30.40	\$31.65
22	\$23.71	\$24.31	\$26.20	\$27.19	\$27.59	\$29.08	\$30.55	\$31.82
23	\$23.91	\$24.49	\$26.42	\$27.38	\$27.78	\$29.26	\$30.78	\$32.00
24	\$24.11	\$24.69	\$26.58	\$27.58	\$27.99	\$29.47	\$30.95	\$32.18
25	\$24.30	\$24.88	\$26.79	\$27.77	\$28.16	\$29.66	\$31.14	\$32.35
26	\$24.48	\$25.08	\$26.98	\$27.96	\$28.37	\$29.84	\$31.35	\$32.54
27	\$24.68	\$25.28	\$27.18	\$28.14	\$28.53	\$30.05	\$31.52	\$32.71
28	\$24.87	\$25.44	\$27.36	\$28.36	\$28.75	\$30.22	\$31.71	\$32.90
29	\$25.06	\$25.65	\$27.55	\$28.52	\$28.92	\$30.43	\$31.92	\$33.08
30	\$25.27	\$25.83	\$27.75	\$28.74	\$28.92	\$30.62	\$32.11	\$33.28

MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT 622

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO 70

This Memorandum of Understanding is by and between the Board of Education of Independent School District No. 622, North St. Paul | Maplewood | Oakdale School District, and International Union of Operating Engineers, Local No. 70, exclusive representative for custodial service employees in the North St. Paul | Maplewood | Oakdale School District.

During contract negotiations for the 2021-2023 labor agreement, the Union proposed that the ISD622 make a financial contribution to assist Local 70 in funding the IUOE Education Center located in Crosby, Texas. In response to Local 70's proposal the District agreed to permit a minimum of one (1) employee to attend training each year of the collective bargaining agreement at IUOE Training Facility in Crosby, TX. That individual employee shall be paid for their regular hours worked while attending the training.

Independent School District 622

IUOE, Local 70

Director of Human Resources

Business Agent

Date

Business Manager

Union Steward

Date