

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 623

and the

CUSTODIANS

**OPERATING ENGINEERS LOCAL NO. 70
A.F.L. — C.I.O**

2022 – 2023

2023 – 2024

AGREEMENT BETWEEN IND. SCHOOL DISTRICT 623
AND THE OPERATING ENGINEERS LOCAL NO. 70 A.F.L.– C.I.O. 2022 - 2023, 2023 - 2024

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AGREEMENT BETWEEN IND. SCHOOL DISTRICT 623
AND THE OPERATING ENGINEERS LOCAL NO. 70 A.F.L.– C.I.O. 2022-2023, 2023-2024

ARTICLE I

PURPOSE

Section 1. Parties: This AGREEMENT entered into between the School Board of Independent School District No. 623, Roseville, Minnesota, hereinafter referred to as the School Board, and the International Union of Operating Engineers, Local No. 70, AFL-CIO, St. Paul, Minnesota, pursuant to and in compliance with the Public Employment Labor Relations Act (P.E.L.R.A.) of 1971, as amended hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Custodian Engineers 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 Local 70 as the Exclusive Representative of Custodian Engineers employed by the School Board of Independent School District No. 623, 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 Unit: The Exclusive Representative shall represent all the Custodian Engineers of the district as defined in this Agreement and in said Act.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits and the employer-personnel policies affecting the working conditions of the employees, but does not mean educational policies of the school district.

Section 2. Custodian Engineer: Shall mean all persons in the appropriate unit employed by the School Board in such a position, but shall not include confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 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.

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

ARTICLE IV

BASIC SCHEDULES AND RATES OF PAY

Section 1. Effective Date: The wages reflected in Appendix A shall be a part of this agreement and shall be effective as provided herein.

Section 2. Tuition Payment – Professional Growth: The district will allocate \$3,000 annually to reimburse members for tuition payments for activities that promote professional growth, for example – boiler license, personnel management, basic electricity, etc. The district will publish reimbursement guidelines. The parties may agree to allow a new employee to be reimbursed for pool certification. The most senior member will be given preference over less senior members if the attendance for a particular training is limited.

With the exception of extreme illness and family emergencies, the member must have perfect attendance for the course. In the event the member does not have perfect attendance, the District may require the member to pay for the training.

Section 3. New Licenses and License Renewal: The District will reimburse employees for initial licensing fees and the cost of license renewal. The District will also reimburse employees for the testing costs when they successfully pass a licensure or certification test.

Section 4. Interim Head of Building, Specialists, and Shift Lead Pay (Level A, B, C, D, E, F): When an employee does the work of a person in a higher paid level (level A, B, C, D, E, F), who is absent due to an extended leave he/she shall receive the higher rate of pay for all hours worked in the higher paid level starting with the sixth (6th) consecutive day. If the assignment continues beyond ten (10) consecutive days, he/she shall be compensated at the higher rate of pay for the 1st through 5th consecutive days. Any employee who only holds a Special Boilers License will be paid at Level F when working in a higher paid classification. If the employee does not have any license, they shall be compensated at Level G of the Custodial Contract.

Note: If the person(s) working within the building where the vacancy occurs has the qualifying license, he/she shall be awarded the position if he/she wishes to do so. If no one in the building where the vacancy occurs has the qualifying license or no one wishes to move to the vacant position, the District will fill the temporary position with the senior qualified employee in the next lower level wanting to fill said position.

Such pay shall not apply to vacation periods.

Section 5. Shift Pay and Grounds Pay: Midnight shift crew members receive \$72.00 per month if the shift begins after 8:00 p.m. Evening shift crew members receive \$60.00 per month extra if shift begins after 1:00 p.m. If an employee works 50% or more of his/her shift on a shift that pays a shift premium, he/she shall receive shift premium for the entire shift. Grounds person will receive \$45.00 per month.

Section 6. Part-time Custodian Engineers: As determined by the administration on the basis of work load requirements, shall be paid that fractional part of the salary earned by a full-time employee of similar experience. The district will cap permanent part-time employees to a total of four (4) employees.

Section 7. Work Load and Working Hours: Working hours will consist of 40 hours per week of eight consecutive hours per day, or in one-person schools (elementary schools) until the necessary work is completed subject to the inspection at any time by the School Board or the Administration. Working hours shall be determined by the Administration on assignment or in area work load (elementary schools) assignments as required by weather and other applicable conditions. All Custodians working eight (8) hours per day, shall be granted a duty-free unpaid lunch period of thirty (30) minutes and two fifteen minute paid breaks.

Section 8: Overtime: Overtime authorized by the Administration shall be paid at the rate of time and one-half for all hours over 40 compensated (sick leave, vacation and holidays) hours in the week. The minimum time on an authorized call-back shall be two hours and shall be paid at time and a half. Authorized call-backs shall be those authorized or approved by the maintenance or engineer supervisor. Scheduled Boiler/Building Checks will be paid at time and a half, for 2 hours minimum. Holiday Boiler/Building Checks, when required, will be compensated 2 hours minimum.

Custodian Engineers shall be free of extra work assignments on Saturdays and Sundays unless paid extra at the basic rate of time and one-half for employees' services, provided that the Custodian Engineer had 40 hours of compensated time during the work week. All overtime including week-end building checks must be authorized in advance by the Supervisor of Human Resources or a designated agent. Designee may be a buildings and grounds administrator, supervising administrator or building principal. Overtime payments are based on regular salary rate.

Section 9: Substitutes: When a retired Roseville Area schools staff is hired to substitute, they will be paid at the step they retired from at the level of the substitute assignment.

ARTICLE V

PROBATIONARY/TRIAL PERIOD

Section 1. Probationary Period – New Hires:— A new employee under the provisions of this agreement shall serve a probationary period of no less than six (6) months of continuous service in the school district during which time the School District shall have the 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 provision of the contract alleged to have violated. Employees in their new hire probationary period may not bid on open vacancies in a lateral move, but may apply for positions that are a promotion

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure. A letter will be sent to the employee and Union Steward at completion of probationary period.

Section 3. Promotion/Trial: An employee accepting a promotion will have the right to return to their previous position any time during the two (2) month trial period. The district may return the employee to the previous position during the two (2) month trial period. The return would not be

considered disciplinary. The district will hire a long-term sub during the two (2) month trial period to hold the position. The two (2) month trial period may be shortened based on mutual agreement of the District and the Employee. Performance feedback will be provided to the employee during the trial period. Any written performance feedback will be provided to the Union Steward as well. The trial period may be extended up to two (2) additional months upon mutual agreement between the district and the union. A letter will be sent to the employee and Union Steward at completion of promotional trial period. Promotion is defined as movement to a higher level (as defined in the Matrix), or lateral movement within Levels for Level D or higher.

ARTICLE VI

PHYSICAL EXAMINATIONS

The School Board shall require of each new employee a complete physical examination as a pre-requisite to employment.

ARTICLE VII

VACATIONS

Section 1. Earned Vacations Only: Vacation will be credited to each employee’s account each year on July 1st, accrued at the monthly rate below. Full-time employees under these provisions shall accrue vacations as follows:

Years of Service	Vacation Days	Monthly Accrual Rate
1-5 Years	11 days vacation per year	7.333 hours
6-15 Years	16 days vacation per year	10.667 hours
16-24 Years	25 days vacation per year	16.667 hours
25+ Years	26 days vacation per year	17.333 hours

Section 2. Application:

Subd. 1. Vacations shall be determined as of July 1 of each year. During the first six (6) months of employment employees will accrue vacation credits but will not be allowed to use vacation credits. After six (6) months of employment new employees will not be allowed to use more vacation credits than he/she has earned at time of vacation request. New employees with less than one year of service shall accrue pro-rated vacation based on months of service up to July 1. Vacation eligibility will be calculated as of July 1 each year. Newly hired employees may not use accrued vacation until successful completion of six month period.

Subd. 2. If the employee resigns before completing six (6) months of service, he/she shall not be entitled to any vacation pay and he/she shall have the salary paid for any vacation days taken deducted from his/her final check. An employee who has completed at least one year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the school district with at least two weeks advanced notice, in writing, of his/her resignation time.

Section 3. Other Vacation Rules:

Subd. 1. Employees shall have the right to split their vacation provided it is acceptable with the Supervisor of Buildings and Grounds.

Subd. 2. Employees may be allowed to take their vacation while school is in session, provided permission is granted by both the Supervising Administrator, and the Supervisor of Buildings and Grounds. Requests for vacations during the school year shall be made in writing to the Supervisor of Buildings and Grounds. All requests for vacation shall be approved or denied within three (3) working days of receipt of request.

Subd. 3. Effective July 1, 2001: When employees move to the next level of the vacation schedule he/she shall receive pro-rated vacation credits based on the number of months between their anniversary date of employment and July 1st.

Example: A custodian hired on January 1 and subsequently who will complete six years of service will receive prorated vacation as follows:

July 1 – December 30: ½ of 11 days or 5 ½ days.

Jan 1 – June 30: ½ of 16 days or 8 days.

Thus, this employee will receive 13 ½ days for that fiscal year.

Subd. 4. Vacation earned as of July 1 of each year should be used during that fiscal year. In the event some vacation is unused during that fiscal year the employee may carry into the next fiscal year up to a maximum of ten days. All "carry-over" days must be used by June 30 of the following year.

There will be no payment in lieu of vacation.

Subd. 5. Vacation time will accrue based on days and months worked.

Subd. 6. The higher bargaining unit seniority will be given vacation preference within buildings.

Subd. 7. An individual working the midnight shift or evening shift or combination thereof shall receive the shift premium differential applicable for the individual's vacation, provided that such individual has worked the entire preceding nine month period on the midnight shift, evening shift, or combination shift.

Subd. 8. For bookkeeping purposes, an employee shall be credited vacation days on July 1st each year, provided that in the case of voluntary separation or removal for cause of an employee to whom vacation has been advanced in excess of that accumulated, the employee is required to refund the amount paid for period of such excess.

Subd. 9. Supervisor reserves the right to continue to monitor vacation usage on a weekly/monthly basis.

ARTICLE VIII

SICK LEAVE

Section 1. Sick Leave Accrual: Fifteen (15) days sick or emergency leave per year, accrued at the rate of 10 hours per month, will be cumulative to a total of two hundred thirty-four (234) days for full time employees. Part-time employees shall accrue prorated sick/emergency leave.

Subd. 1. Absence for personal illness in excess of three (3) consecutive working days must be certified by the attending physician along with notice of employee's being in good health and able to resume employee's duties upon return.

Subd. 2. In case of frequent or intermittent illness the Board may require the employee to submit a certificate concerning the condition of health from the physician.

Subd. 3. Each employee shall be notified at the beginning of employee's contract year as to how many accumulated days employee has to employee's credit.

Subd. 4. Holidays occurring during excused absence will not be considered deductible from sick leave or sick leave accumulation.

Subd. 5. Upon termination of an employee's employment for any reason, all sick leave, current or cumulative shall be immediately and automatically cancelled. However, an employee who is retiring from the district and eligible for the provisions in Article XIII may contribute up to 40 hours of his/her remaining sick leave to the sick leave bank. If sick leave is used to calculate severance, then it cannot be used to contribute to the sick leave bank.

Subd. 6. Custodians who accrue the maximum amount of sick leave (234 days) and thus are not eligible for an additional accrual for the following fiscal year shall receive an additional vacation day for that fiscal year.

Subd. 7. Custodians who use no sick/emergency leave shall receive a cash incentive of \$200, payable in July of each year. Also, if a custodian uses no more than one sick/emergency day, he/she will receive a \$150.00 cash incentive. That is, if a custodian uses from one to eight hours of leave, he/she would be eligible for the \$150.00 incentive. If a custodian uses 9-16 hours of sick/emergency leave he/she will receive a \$100.00 cash incentive. These payments will be processed after all the annual leave used reports have been turned in. New employees must have been employed the entire fiscal year in order to receive the sick leave bonus. Use of bereavement leave shall not be counted against the Employee for purposes of eligibility for the incentive. Custodians who donate sick leave to the sick leave bank, but meet the above criteria for themselves, will be eligible for the incentive.

Subd. 8. For bookkeeping purposes, an employee shall be credited sick leave on July 1st each year, provided that in the case of voluntary separation or removal for cause 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 period of such excess.

Subd. 9. Supervisor reserves the right to continue to monitor sick leave usage on a weekly/monthly basis.

Section 2. Sick Leave Bank: Employees may contribute up to 40 hours of sick leave to a “sick leave bank.” The maximum amount that may be contributed is 2080 hours. Leave from the bank may be applied for after the following conditions have been satisfied: The employee has:

1. Exhausted his/her sick leave;
2. Completed the wait period for LTD; and
3. Received notice of eligibility from LTD insurance carrier

Leave payments would be for those unpaid days during the LTD wait period on a retroactive basis up to a maximum of 30 days. Contributions may be solicited if balance falls below 500 hours.

Custodian Engineers desiring to use days from this district sick leave bank must apply for them through the Supervisor of Human Resources.

Section 3. If an employee runs out of sick leave during the LTD wait period, the district shall pay the same hospitalization – medical premium for the remainder of that period.

Section 4. At such time as a Custodian Engineer has used up his/her sick/emergency leave and before income protection takes effect, and after a period of ten (10) consecutive duty days without pay, the School Board shall, upon certification of a physician of inability of the Custodian Engineer to carry out assigned duties, pay the Custodian Engineer one-half (1/2) of the daily contract rate in effect at the absence began. Such pay will commence with the eleventh consecutive duty day missed and continue until the waiting period for income protection has elapsed.

ARTICLE IX

CHILD CARE LEAVE

1. Any employee who becomes pregnant shall have the right to utilize accrued sick leave during the period of disability due to pregnancy, delivery and recovery. In order to qualify for sick leave pay, verification of the beginning of the period of disability by the attending physician shall be provided by the employee to the Supervisor of Human Resources. A postnatal statement of fitness from the attending physician establishing the end of disability shall be provided to the Supervisor of Human Resources by the employee prior to return to duty.
2. Any employee shall have the right to receive a child care leave of absence, without pay, for the remainder of the calendar year for the purpose of maternity or adoption. This leave may also be taken following the utilization of the disability provisions provided in paragraph 1 above.
3. Up to five (5) days of sick leave may be used by the non-child-bearing parent upon the birth or adoption of a child. Leave must be used within eight weeks of birth or adoption.

4. The employee shall submit a written request indicating the proposed beginning and ending dates of the child care leave not less than forty-five (45) working days in advance of the intended commencement of such a leave to the Human Resources Office. The forty-five (45) working day requirement may be waived by the Supervisor of Human Resources if factors beyond the control of the employee are present.
5. The proposed beginning and/or ending dates may be adjusted by the Supervisor of Human Resources to natural breaks in the calendar year after consultation with the employee and the supervising administrator.
6. Child care leave may be extended by mutual agreement between the employee and the school district for the calendar year immediately following a child care leave period which ran to the end of a calendar year as described in paragraph 2 above.
7. An employee who returns from child care leave within the provisions of this section shall retain all previously recognized experience credit and any unused leave time accumulated prior to the commencement of the child care leave. The employee shall not accrue experience credit for salary advancement or leave time during the period of absence for child care leave.
8. Employees on child care leave may continue to participate in the insurance plans, but must pay the entire premium for such program(s) as the employee wishes to retain, commencing with the beginning of the child care leave.

ARTICLE X

UNPAID LEAVE OF ABSENCE

Section 1. Leave Without Pay: Regular full-time Custodian Engineers who have completed at least two years of employment may submit a written request for an unpaid leave of absence of up to twelve months to the Supervisor of Human Resources subject to approval by the School Board. The employee must submit, in writing, his/her intent to return to work no later than sixty (60) days prior to the end of the approved leave. Failure to do so will be the equivalent of a resignation of employment.

Subd. 1. Eligibility for Benefits: A Custodian Engineer who is approved for an unpaid leave may, at his/her expense, continue to participate in the district's insurance plans.

Section 2. Medical Leave: Employees who have used all available sick leave due to injury or illness shall be placed on unpaid medical leave for up to twelve months. A doctor's statement explaining the employee's medical condition must be on file in Human Resources. Also, a medical release without restrictions is necessary prior to the employee's return to work.

Section 3. Return to Work: The employee may return to an assignment as determined by the Supervisor of Human Resources provided that a written approval from the doctor is submitted.

ARTICLE XI

EMERGENCY LEAVE

1. Absence due to death of a member of the immediate family shall be allowed up to but not to exceed five (5) days with full pay. The immediate family shall be interpreted to include children, spouses, siblings, parents, and grandparents; as well as step-family members and in-laws of a similar relationship. Such absence shall be deductible from sick leave, unless the employee may elect to take vacation.
2. Absence because of emergencies as subsequently defined shall be deductible from annual or accumulated leave as the case may be. Reason for absence must be clearly established. The district may require the employee to provide documentation for the requested emergency leave.
3. Two days of absence due to illness in the immediate family, or a critical family situation where no other arrangements are possible may be approved by the principal or supervising administrators, with any additional day(s) of absence to be approved by the Supervisor of Human Resources. Absences will be deducted from sick leave account.
4. Absences due to a death of a family member not listed above or of a close friend may be authorized for up to three (3) days with the approval of the supervising administrator.
5. Additional days for critical situations may be allowed upon the presentation of the facts in writing to the Superintendent, or the Superintendent's designated agent subject to review by the School Board.
6. No leave will be granted with or without pay for extended vacations or other unlisted absence unless specifically authorized by the School Board. Shorter leaves may be authorized directly by the Superintendent, or the Superintendent's designated agent, but shall be subject to full deduction in pay on a per diem basis.
7. Any employee on his/her regular scheduled vacation shall not have such vacation interrupted with sick leave or other allowable absence unless there occurs while on vacation, a death in the employee's immediate family as defined below. In event such employee becomes sick while on vacation, sick leave allowance shall start upon the date of the scheduled return to work from vacation.
8. Any unusual case of absence not covered herein will be acted upon by the School Board upon presentation of the facts.

Definitions, Interpretations, and Conditions

- A. The immediate family shall be interpreted to include children, spouses, siblings, parents, and grandparents; as well as step-family members and in-laws of a similar relationship.
- B. Emergencies shall be construed to mean:
 1. Quarantine of employee or employee's living quarters.

2. Subpoenaed court appearances, not self-incurred. (Note: If called as a witness, salary shall be reduced to the extent of any per diem pay.)
 3. Catastrophe making it impossible for the employee to report for work as determined by the Superintendent subject to appeal to the School Board.
 4. Critical family situations when no other arrangements are possible as determined by the Superintendent with the right of appeal to the School Board.
- C. Whenever reference is made to deduction in terms of substitute pay, deduction for members of the custodial staff shall be made whether substitute is hired or not.
 - D. Any absence whatever for which a deduction in pay is made shall not be deductible from the annual or accumulated sick leave allowance.

ARTICLE XII

SCHOOL CLOSING

In the event school is officially closed due to severe weather, Custodian Engineers shall report to work unless the employee deems it hazardous to his/her health or safety. If the employee does not report to work, he/she will have the opportunity to make up the time under the direction of the Supervisor of Buildings and Grounds within the same workweek at straight time rate of pay (may include Saturday or Sunday), may use vacation time, or have his/her pay reduced accordingly.

In the event school is closed due to severe weather, Custodian Engineers who report to work will receive one and a half times salary for the time worked. Requests for flexible hours on school closing days should be directed to the Supervisor of Buildings and Grounds with input from the Building Engineer.

ARTICLE XIII

SEVERANCE PAY

1. Custodial employees who retire or at the time of death qualify (paid to estate) under the following conditions shall be eligible for severance pay.
 - A. At the time of the request for early retirement the employee shall be a regular custodial employee working full time or an active employee currently on Worker Comp or LTD.
 - B. The employee shall have had a minimum of ten (10) consecutive years of full-time employment, including the final year, of employment.
 - C. A written resignation and a request for early retirement shall be submitted 30 days prior to the effective date of retirement.
 - D. The employee shall become at least 55 on the birth date which occurs during the fiscal year (July 1 – June 30) in which the request for early retirement is made.
 - E. Early retirement shall begin on the effective date of retirement as approved by the School Board.

2. The combined total of severance pay days shall not be greater than 100, and shall be determined as follows:
 - A. The eligible employees, upon early retirement, shall receive as severance pay an amount representing three (3) days of pay for each year of full-time service, but not to exceed a total of fifty (50) days' pay.
 - B. In addition to the severance pay provided in A, the employee shall be eligible to receive as severance pay upon retirement one (1) day of severance pay for each two (2) days unused sick/emergency leave at the time of retirement, but not to exceed a total of fifty (50) days' pay.
3. In applying the above provisions, the employee's rate of pay shall be the daily rate during the year of employment immediately preceding retirement.
4. Custodial employees eligible for severance pay shall be paid in the same calendar year as the retirement. In accordance with Minnesota Statute, Chapter 352.98, eligible members of custodian employee group will participate in the post retirement health care savings plan, as follows:

Each eligible member of the employee group will invest 100% of available payments of severance and unused vacation, at retirement, into the post retirement health care savings plan.
5. The following insurance coverage shall be provided during the period of early retirement:
 - A. The retiree shall be allowed to remain a member of the same group medical plan as is provided for Custodian Engineers actively employed and with the same school district contribution as is provided for Custodian Engineers actively employed, until the 65th birthday of the retiree or age of Medicare eligibility. This benefit shall terminate at the death of the retiree or if the individual receives health insurance contributions from a subsequent employer.
 - B. \$6,000 term life insurance shall be provided up to the retiree's 65th birthday.
6. No Custodian Engineer shall be eligible for early retirement severance pay if discharged for cause by the district.
7. In the event of the death of the retiree, who at the time of death is entitled to severance pay, any amount owed shall accrue to the estate of the retiree.
8. This article shall not apply to employees hired on or after July 1, 1994.
9. Any severance due to an employee at the time of death, shall be paid to the estate of the deceased.

ARTICLE XIV

MATCHING ANNUITY PROGRAM

Full time members of the bargaining unit may participate in the district matching annuity program as provided in M.S. 356.24 according to the following provisions:

Eligibility: Members working full time may participate in this matching annuity plan after at least one full fiscal year of employment, i.e., If hired in January, member must work through June and then the next full fiscal year before eligible.

Effective July 1, 2011, the district shall match annually up to 1.5% of the base salary to either the Minnesota DCP or an appropriate 403(b) annuity on a dollar for dollar basis. The District's matching amount is not considered as reportable salary on the W-2 or for high five retirement.

Phase-in Provisions: Current members (hired before July, 1994) will have continued eligibility for provisions in Article XIII. District contributions to matching annuity will be subtracted from severance payment at time of retirement.

Members hired on or after July 1, 1994: Provisions of Article XIII do not apply except that retirees may continue in the district's existing benefit package until age 65 at their own expense.

NOTE: Board contributions to matching annuity program belong to the individual member during and after employment in District 623.

District procedures will be followed when participating in the matching annuity program.

ARTICLE XV

POST RETIREMENT HEALTH CARE SAVINGS PLAN (PRHCSP)

1. Eligibility: Effective July 1, 2005, in accordance with Minnesota Statute, Chapter 352.98, all members will participate in the Health Care Savings Plan administered by the Minnesota Retirement System.
2. Mandatory Employee Contribution: Starting July 1, 2011, the employee will contribute 2.0% of their salary from Appendix A.
3. Employer Contribution: Starting January 1, 2023, the District will contribute 2.5% of the employee's salary from Appendix A.
4. Unused Vacation: At the time of separation all unused vacation will be deposited into the members PRHCSP

ARTICLE XVI

PAYMENTS

Yearly salary to be paid in twenty-four (24) installments. Monthly payments to be made the 15th and the 30th of each calendar month. In the event the 15th or 30th falls on the weekend or on a holiday, payday shall be on the preceding working day.

ARTICLE XVII

SCHEDULE CHANGES

The School Board reserves the right to make changes, as agreed on by mutual consent, in the Basic Schedule and rates of pay at any time with notice of proposed changes to be given to the Custodian Engineers affected at least thirty (30) days in advance.

ARTICLE XVIII

TERMINATION OF EMPLOYMENT

The employment of any Custodian Engineer may be terminated upon two (2) weeks notice from the School Board. Employees are requested to give the School Board two (2) weeks notice of intention to leave when resigning from a position.

ARTICLE XIX

POSTING OF POSITIONS

Any time a bargaining unit position opens it shall be posted in each school so that members of Local 70 employed by the School Board shall have an opportunity to apply.

In the event an assignment has a schedule change of two (2) or more hours, the District will re-post the position and fill in accordance with the contract. If a long term substitute position is known to be or lasts 90 working days, it shall be posted.

Seniority shall be considered with other qualifications in filling job postings. The posting shall give date of position opening and, shall be posted at least seven (7) working days in advance while school is in session and at least ten (10) working days when school is not in session. The International Union of Operating Engineers shall receive a copy of each posting, but this shall not in any way waive the right of the School Board to make its own appointments according to its need and its judgment. Other qualifications mean the following:

1. The ability to perform the duties and responsibilities of the classification as determined by the Superintendent, or the Superintendent's designated agent.
2. Satisfactory performance reviews.
3. Appropriate Boiler's license at the time of hire for any position above Custodian Cleaner. For positions that require a Pool License, candidate must obtain Pool License within two months of promotion or hire.

In filling a position within the same classification, either custodian cleaner or custodian engineer (Level E, F, G), the most senior qualified employee within said classification shall be awarded the position.

In filling a position, other than a custodian cleaner or custodian engineer (Level E, F, G), the qualified person making application shall be awarded the position.

Note: No member of this bargaining group may apply for a transfer/promotion for a period of six (6) months who is under a remediation or performance improvement plan. Effective July 1, 2001, employees who bid into a lower classification will be paid from the pay scale for the lower classification. Employees hired from outside the bargaining unit shall be placed on the pay matrix in the appropriate (type) grade and at the lowest level of pay.

ARTICLE XX

USE OF SCHOOLS POLICY

The policies adopted by the School Board for the use of schools shall be a part of the custodial schedule, but extra work payment provisions therein shall apply only to those Custodian Engineers not on work assignment during hours of building use.

ARTICLE XXI

HOLIDAYS

New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas Eve, Christmas, Martin Luther King Jr. Day and two other days to be determined by the School Board according to the school calendar. Any employee required to work on any of the above holidays shall be paid over and above his/her regular monthly salary at the rate of time and one-half for each hour worked. When any allowed holiday falls on a non-working day, another day will be given. The day given will be scheduled by the Board. For any absence on a day before and following a holiday or vacation, a valid excuse, as determined by a representative of the Superintendent, must be presented in writing to avoid deduction to the extent of full pay.

ARTICLE XXII

MEDICAL AND DENTAL INSURANCE

The School Board shall contribute the following amounts for Health Insurance for employees employed six (6) hours per day and work 30 hours or more per week who qualify for and are enrolled in the group medical plan and who request and qualify for single/family coverage.

Any additional cost of the family premium shall be borne by the employee and paid through payroll deduction.

District Monthly Medical Contribution	2022- 23	2023- 24
Dependent Coverage (30 hours or more per wk)	\$1,782.49	\$1,782.49
Single Coverage (30 hours or more per wk)	\$811.59	\$811.59

Starting July 1, 2018, newly hired custodians may only enroll in the High Deductible Medical Insurance plan with the VEBA contribution.

Dental Insurance: The School Board shall contribute the following amounts for dental coverage for employees employed six (6) hours per day and 30 hours or more per week. Employees who qualify for coverage must enroll.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Eligible employees may enroll in the dental plan during the open enrollment period and thereafter as eligibility permits.

The employer paid amount for single coverage may be applied toward the family premium. Persons employed six (6) hours per day or more may purchase family coverage at their own expense through payroll deduction. Persons employed for five (5) hours per day may purchase single coverage at their own expense through payroll deduction.

District Monthly Dental Contribution	2022-23	2023-24
Dependent Coverage (30 hours or more per wk)	\$42.60	\$42.60
Single Coverage (30 hours or more per wk)	\$42.60	\$42.60

ARTICLE XXIII

INCOME PROTECTION INSURANCE

Long-Term Disability Insurance

This District-paid benefit provides income protection for all eligible employees who become disabled and are unable to work. Eligible employees must work at least 6 hours or more per day and 30 hours or more per week. The monthly income benefit is 70% of basic monthly earnings. Contact Human Resources for additional information.

ARTICLE XXIV

TERM LIFE INSURANCE

Effective the first of the month after the acceptance of the Contract, the School Board will provide \$50,000 group term life insurance coverage for each eligible regular custodial employee.

ARTICLE XXV

SENIORITY

The school district shall post a district-wide seniority list by starting date of regular Custodian Engineers within ten (10) working days following January 1 and July 1 of each year. Such list shall be posted by the head of building in each building. The list shall be current through the 15th of the month preceding the posting. Any question of seniority date shall be reported to the Supervisor of Human Resources within ten (10) days of the posting. Thereafter no changes shall be made. Employees who return to employment with the district after a resignation and a break in

service with the district shall have seniority only from the starting date of return to district employment.

Ties in Seniority: Birthdate in year...earlier birthdate (month/day) is more senior. If both have same birthdate, tie will be broken by flip of a coin.

ARTICLE XXVI LAY-OFFS

Section 1. Definitions: Changes in organizational structure and assignments, decreasing work loads, shortage of funds, and other related reasons may necessitate the lay-off of custodial employees.

Subd. 1. The Board shall attempt, if possible, to accomplish lay-offs by attrition.

Section 2. Factors Affecting Lay-Offs: The Board will consider the following factors relevant to lay-offs.

Subd. 1. All part time employees shall be laid off first.

Subd. 2. Seniority: The inverse order of seniority will apply. The last person hired has the least seniority. The current seniority list at the time shall be used.

Subd. 3. Classifications: Seven sub-division classifications are:

- Level A: -Specialist II (per job description)
 - Level B: -Building Engineer at High School and Middle School (Chief C),
Building Engineer at Parkview (Chief C & Pool)
 - Level C: -Building Engineers at all Elementary Schools (1st Class), Anpétu Téča Education Center (1st class & Pool), Specialist I (per job description),
 - Level D: -Evening Custodial Engineer Lead at Middle School (1st Class), Evening Maintenance Lead at High School (1st class), Evening Custodial Lead at High School (No requirement), Evening Custodial Engineer Leads at Parkview or Fairview (1st Class & Pool)
 - Level E: -Day Custodial Engineer at High School, Middle School (1st Class)
 - Level E: -Day Custodial Engineer at Parkview (1st Class & Pool)
 - Level F: -Evening Custodial Engineer Leads at all Elementary Schools (2nd Class), Anpétu Téča Education Center (2nd Class & Pool)
 - Level G: -Custodian Cleaner
- *License requirements are in parenthesis

Section 3. Procedure for Lay-Off: When reducing the work force, the district will lay off the employee with the least seniority in the affected level first.

Subd. 1. The employee affected by the lay-off in Level A shall have the right to replace the employee with the least seniority in Level A or the employee with the least seniority in Levels B, C, D, E, F, or G, provided the employee has:

- A. More seniority than the employee being replaced.
- B. The qualification to perform the duties and responsibilities of the level as determined by the Superintendent, or the Superintendent's designated agent.

Subd. 2. The employee affected by the lay-off in other levels shall have the right to replace the employee with the least seniority in the same Level or in a lower Level, provided the employee meets the standards of A and B, Section 3, Subd. 1.

Subd. 3. Employees who have been replaced in accordance with Subd. 1 or 2 of this Section shall have the right to replace the employee with the least seniority in a lower level provided the employee meets the standards of Section 3, Subdivision 1.

Subd. 4. The procedure will be followed until the employee with the least seniority is laid off or an employee waives the right to replace.

Subd. 5. Employees laid off shall be placed on the recall list for one and one-half calendar years from last day of employment.

Section 4. Recall: The employee will be recalled in the inverse order of lay-off, provided, the employee has:

Subd. 1. The qualifications to perform the duties and responsibilities of the classification for which the recall is being made.

Section 5. Notice of Recall:

Subd. 1. Notice of recall shall be made by certified mail, return receipt requested, to the last known address of the employee being recalled. Response to the notice of recall shall be made to the school district in writing within seven (7) calendar days after the date of receipt of such notice. Employees failing to respond within seven (7) calendar days of notice or who fail to report for work, shall waive any right to reemployment and shall have their name removed from the recall list.

Subd. 2. The date of return to work shall be at least fourteen (14) calendar days from the date the employee receives the notice of recall.

Section 6. Benefits:

Subd. 1. Employees laid off and on recall for one and one-half years will be eligible for:

- A. Group insurance benefits on an individual payment basis.
- B. Accrued vacation pay included in last check.
- C. Restored sick leave upon reemployment.

ARTICLE XXVII

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, administrator, 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 periods 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 a legal holiday.

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board’s designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof.

Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board’s designee.

Section 5. Adjustment of Grievance: The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) 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.

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

Section 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, 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 such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II of the grievance procedure provided that the School Board has indicated no review will be made of the decision. In case of review, ten (10) days will be allowed for the review. Five (5) days following the completion of the review the Board will submit its decision in writing to the party.

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 ten (10) working 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 Bureau of Mediation Services to submit a list of arbitrators pursuant to M.S. 179A.21, Subd. 2, providing such request is made within twenty (20) working days after request for arbitration. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
 - (1) The issue(s) involved
 - (2) Statement of the facts.
 - (3) Position of the grievant.

(4) The written documents relating to Section 5, Article XXVII 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. 5. Hearings: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording 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. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

ARTICLE XXVIII

DISCIPLINE PROCESS

Section 1. Performance Review: The employer shall be allowed to review an employee's performance and take steps for discipline for just cause. Due process shall be provided.

Section 2. Advance Notice of Anticipated Action: When an employee faces disciplinary action, beyond verbal notification, he/she is entitled to advance notice of the anticipated action. Notice shall be in writing and should include the following:

1. Explanation of concerns
2. Explanation of evidence of supporting such concerns

3. Opportunity for the employee to present his/her side of the story or defense, either orally or in writing in a timely manner.
4. A corrective action plan will be developed to define changes in behavior/performance needed to be at the expected level of performance.

Section 3. Discipline Levels: The employer recognizes the need for progressing through a series of levels consisting of the following:

1. Verbal notification
2. Written reprimand
3. Written Notice of Deficiency
4. Suspension without pay
5. Termination

Subd. 1. Normally the employer will utilize the levels for discipline in the order listed above. The specific level of discipline chosen is solely within the discretion of the school district. Circumstances surrounding each individual case will affect the level chosen.

Subd. 2. An employee called in for a disciplinary conference shall be informed of their right to have a union representative present. In the case of an employee declining to have union representation at a disciplinary meeting (beyond a verbal warning), the employee would sign a form waiving the union representation.

Subd. 3. An employee, other than a probationary employee who has been terminated, may appeal a disciplinary matter through the contractual grievance procedure.

Subd. 4. An employee called in for an investigatory meeting shall be informed of their right to have a union representative present.

Subd. 5. An employee may be suspended with pay during investigations. It is expressly understood that suspension with pay does not constitute discipline.

ARTICLE XXIX

DUES CHECK OFF

Custodian Engineers shall have the right to request and be allowed dues check off for the organization of their selection according to P.E.L.R.A. Upon receipt of a properly executed authorization card of the Custodian Engineer involved, the school district will deduct from the Custodian Engineer's pay check the dues that the Custodian Engineer has agreed to pay to the Custodian Engineer organization during the period provided in said authorization. Authorization cards shall be furnished by the school district upon request of the individual. This deduction shall be made in the last check of each month. Dues shall be forwarded monthly as deducted to the Exclusive Representative.

ARTICLE XXX

STEWARDS

Stewards will be allowed to leave their job sites to conduct union business provided they ask permission from their supervisor. Supervisors and Administrators will be notified annually of the stewards by name. Time used for union business may be reviewed monthly by the LMC

Committee. Union Stewards shall be able to attend contract negotiations and monthly meetings without a loss of pay.

Chief Steward will receive a copy of the custodian sub list on or before July 1st and January 1st of each year. Chief Steward will be notified of new hires and of non-bargaining unit student workers.

ARTICLE XXXI

DURATION OF CONTRACT

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2022, through 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, he/she shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative of the employees. The provisions herein supersede any and all prior Agreements concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to 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. The provisions of this Agreement shall be severable, and if any provision thereof in 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.

Section 5. Retroactivity: The provisions of this Agreement shall be retroactive to July 1, 2022 except as otherwise stated in this Agreement.

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

OPERATING ENGINEERS, LOCAL 70

AFL-CIO

St. Paul, Minnesota

INDEPENDENT SCHOOL DISTRICT 623

Roseville, Minnesota

Business Manager

Board Chairperson

Secretary

Superintendent

President

Employer Negotiator

Union Negotiator

Chief Steward

Dated

Dated

APPENDIX

**ROSEVILLE AREA SCHOOLS
GRIEVANCE REPORT FORM**

Name: _____

Date Filed: _____ / _____ / _____
Month Day Year

School: _____

Date Rec'd: _____ / _____ / _____
Month Day Year

Description of Grievance:

Requested Remedy:

Contract section allegedly violated: _____

Date incident occurred: _____

This grievance is directed to: _____

Signed: _____
Custodian Engineer

Signed: _____
Union Representative

2022-2023
Salary Matrix

	1	2	3	4	5	6	7	8
Level A	27.40	27.67	27.96	28.21	28.50	28.78	29.87	
Level B	26.86	27.12	27.40	27.67	27.96	28.21	29.28	
Level C	25.40	25.67	25.93	26.20	26.46	26.73	27.86	
Level D	24.96	25.23	25.49	25.75	26.00	26.27	27.24	
Level E	23.12	23.36	23.62	23.87	24.06	24.32	25.23	
Level F	21.33	21.54	21.78	21.97	22.19	22.43	23.27	
Level G	18.84	19.00	19.20	19.41	19.58	19.79	20.00	20.76

2023-2024
Salary Matrix

	1	2	3	4	5	6	7	8
Level A	28.22	28.50	28.79	29.06	29.36	29.65	30.77	
Level B	27.66	27.93	28.22	28.50	28.79	29.06	30.16	
Level C	26.16	26.44	26.70	26.98	27.26	27.54	28.70	
Level D	25.71	25.99	26.26	26.52	26.78	27.06	28.06	
Level E	23.82	24.06	24.33	24.58	24.79	25.05	25.99	
Level F	21.97	22.18	22.43	22.63	22.86	23.10	23.96	
Level G	19.40	19.57	19.78	19.99	20.17	20.38	20.60	21.38

Type	Position	License(s) Required
Level A	Specialist II	Per Job Description
Level B	Building Engineer at High School and Middle School	Chief C
Level B	Building Engineer at Parkview	Chief C & Pool
Level C	Building Engineers at all Elementary Schools	1st Class
Level C	Appétu Téča Education Center Building Engineer	1st Class & Pool
Level C	Specialist I	Per Job Description
Level D	Evening Custodial Engineer Lead at Middle School & Evening Maintenance Lead at High School	1st Class
Level D	Evening Custodial Engineer Leads at Parkview	1st Class & Pool
Level D	Evening Custodial Lead at High School	No requirement
Level E	Day Custodian Engineer at High School or Middle School	1st Class
Level E	Day Custodian Engineer at Parkview	1st Class & Pool
Level F	Appétu Téča Education Center Evening Custodial Lead	2nd Class & Pool
Level F	Evening Custodial Engineer Leads at all Elementary Schools	2nd Class
Level G	Custodian Cleaner	Special

A new employee will advance on July 1, only if employed prior to January 1.
When moving to a higher or lower level, the employee stays on their same step in the new classification.