

**AGREEMENT**

**between**

**SOUTH ST. PAUL PUBLIC SCHOOLS  
Special School District No. 6**

**and**

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

**representing**

**The Custodial and Maintenance Employees  
of the School District**

**Effective July 1, 2022, through June 30, 2024**

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**ARTICLE I  
PURPOSE**

Section 1. Parties: THIS AGREEMENT is entered into between the school board of Special School District No. 6, South St. Paul, 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) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the PELRA), to provide the terms and conditions of employment for custodial and maintenance employees during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the school district recognizes the International Union of Operating Engineers, Local No. 70, as the exclusive representative for custodial and maintenance employees employed by the school board of Special School District No. 6, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the school district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the PELRA and in certification by the Director of Mediation Services.

Section 3. Contracted Services: Nothing in this Agreement shall be construed to preclude the school district from contracting for maintenance, custodial, or other work normally performed by this bargaining unit, provided the school district determines it is in the best interests of the school district to do so. However, the school district shall not extend such contracted services while any members of the bargaining unit are on lay off with rights to recall.

**ARTICLE III  
DEFINITIONS**

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all persons employed by the school district in the following classifications: Custodial and maintenance employees, but excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed thirty-one (31) hours per week of work aligned with bargaining unit work, 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 who are employed for emergency work caused by natural disaster.

Section 3. Definitions: 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. Full-time Employees: Except as otherwise provided in this Agreement, the reference to the term full-time employee shall mean an employee regularly employed thirty-five (35) hours or more per week and twelve (12) months per year.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Section 6. Continuous Service: "Continuous service" is defined as uninterrupted full-time employment in the unit as an employee of the School District on an annual basis of at least thirty-two (32) hours per week and twelve (12) months per year.

#### **ARTICLE IV SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion 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 district and shall be governed by the laws of the State of Minnesota, and by school district rules, regulations, directives and orders, issued by properly designated officials of the school district, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school district, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state.

#### **ARTICLE V EMPLOYEE RIGHTS**

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

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

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the exclusive representative. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization 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 whose pay deductions were made.

## **ARTICLE VI HOURS OF SERVICE**

Section 1. Full-time Employees: A regular workweek shall consist of five (5) consecutive days and eight (8) consecutive hours per day. In the event of an order by authorized federal or state authority, or other exigency, the school district may modify the duty day or duty week to place the school district in compliance with such federal or state order, but with the understanding that the total number of hours shall not be increased, i.e. a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Section 2. Part-time Employees: The school district reserves the right to employ such part-time personnel as deemed necessary and desirable, consistent with the provisions of this Agreement. Part-time employees will be independent employees of the school district, not part of this unit, and will perform custodial bargaining unit work.

Section 3. Starting Times: Starting times shall be determined by the school district.

## **ARTICLE VII RATES OF PAY**

Section 1. Effective Date: The wages and salaries reflected herein shall be a part of the Agreement and shall be effective during its duration.

Section 2. Step Increase Status: A change in classification is only effective upon affirmative action of the school board.

Section 3. Basic Rates of Pay:

<u>JOB CLASSIFICATION</u>	<u>Effective 7/1/22</u>	<u>Effective 7/1/23</u>
Cleaner (Regularly assigned over 14 hrs/week)	\$ 17.68	\$ 18.03
Step 1 – Custodian	\$ 22.23	\$ 22.67
Step 2 – Night Custodian	\$ 23.31	\$ 23.78
Step 3 – Grounds/Utility person	\$ 24.46	\$ 24.95
Step 4 – Food Service	\$ 24.93	\$ 25.43
Step 5 – Sec Day Custodian (up to 4 hrs/maint); Night Supv/Engineer Elem)	\$ 26.09	\$ 26.61
Step 6 – Maintenance Helper Night Supv/Engineer (Sec)	\$ 28.44	\$ 29.01
Step 7 – Head Engineer (Elem)	\$ 29.02	\$ 29.60
Step 8 – Head Engineer (Sec)	\$ 30.15	\$ 30.75
Step 9 – Maintenance Specialist	\$ 32.48	\$ 33.13

**Supervisory Differential**

Employees who supervise other employees as authorized by the Director of Buildings and Grounds will be paid a supervisory differential of \$.70 per hour.

**Pool Maintenance Licensure**

Up to four employees, as assigned by the Director of Buildings and Grounds, to perform maintenance duties. The employee shall be paid an annual stipend of \$600, to be paid over a 12-month period in equal amounts on the employee's pay.

**Asbestos Certification:**

One employee, as assigned by the Director of Buildings and Grounds, shall attend Asbestos Certification training on an annual basis. The employee shall be paid an annual stipend of \$1,000, to be paid over a 12-month period in equal amounts on the employee's pay.

**Power Limited Technician (PLT) Licensure:**

Up to three employees, as assigned by the Director of Buildings and Grounds, shall be paid an annual stipend of \$1,200, to be paid over a 12-month period in equal amounts on the employee's pay. Each employee shall be responsible for maintaining their Power Limited Technician (PLT) license, including all required annual training and fees.

Section 4. Temporary and Substitute Employees: Temporary and substitute employees shall be compensated at a rate as designated by the school district. However, if a school district retiree or an employee on layoff is serving in a temporary or substitute position, such employee will be compensated at a rate pursuant to this Article. For purposes of this section, the term temporary position shall mean a position anticipated to last less than twelve (12) months.

Section 5. Shift Differential:

Subd. 1. A shift differential of forty-five cents (\$.45) per hour beyond the regular rate shall be provided for personnel assigned to the B shift and a shift differential of fifty cents (\$.50) per hour beyond the regular rate shall be provided for personnel assigned to the C shift. For purposes of this section, the B shift shall mean a regular scheduled work shift commencing between the hours of noon and 6:00 P.M., and a C shift shall mean a regular scheduled shift commencing between 6:00 P.M. and 4:00 A.M. The shift differential shall apply to all full-time employees.

Subd. 2. An employee will be paid shift differential during the entire period that said employee is assigned to shift B or C. This is to include sick leave, vacation, holidays and where applicable, other breaks during the school year. This provision shall not apply during the summer recess if the employee is assigned to the day shift.

Section 6. Overtime: Time and one-half shall be paid for all hours worked over forty (40) hours a week. Hours worked on Sunday or on a district holiday, shall be paid double time (2x). District designated holidays are considered hours worked for the purposes of calculating overtime. The Director of Buildings & Grounds must approve all overtime in advance.

Section 7. Compensatory Time:

Subd. 1. An employee may elect to receive comp time in lieu of the payment for overtime set forth in Article VII, Section 6, to a maximum of 60 hours annually.

Subd. 2. Earned comp time may be taken any time at the request of the employee, subject to prior approval of the Director of Buildings & Grounds.

Subd. 3. All comp time earned between July 1 and June 30 must be taken as set forth herein prior to June 30. Comp time not taken as set forth herein shall be paid as overtime as set forth in Article VII, Section 6.

Section 8. Call-back Pay: There shall be a two (2) hour minimum pay for call back at time and one-half (1.5x) when an employee must either return after leaving work or is called in on a day off. Two (2) times the regular rate of pay shall be paid for holidays and Sundays.

Section 9. Higher Classification: An employee must work four (4) hours minimum before obtaining the rate of the higher classification and if the employee works at least four (4) hours, the employee shall receive the higher classification pay for the entire eight (8) hours.

In the absence of a supervisor on site, a lower classification employee will be paid the Step 3 hourly rate of pay for their shift when requested to assume the responsibility of securing/locking the building at the end of the day.

Section 10. Vacation Pay: Vacation pay shall be based upon the rate of permanent assignment and for the number of hours as regularly assigned.

Section 11. Annual Service Increment: An annual service increment of \$500.00 shall be granted to those employees who have completed ten (10) years of continuous service within the school district. An additional \$500.00 annual service increment shall be granted to those employees who have completed fifteen (15) years of continuous service and an additional \$500.00 annual service increment shall be granted to those employees who have completed twenty (20) years and twenty five (25) years of continuous service within the school district. Service increments will be effective July 1 of the year in which the employee completes the 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> or 25<sup>th</sup> year.

## **ARTICLE VIII HOLIDAYS**

Section 1. Paid Holidays: Full-time employees shall be granted ten (10) paid holidays per year pursuant to the school calendar to be established by the school board. In addition to the ten (10) paid holidays, December 24 will be granted as a paid holiday if the day falls on a workweek.

Section 2. Schedule: The holiday schedule will be posted in the coming school year.

Section 3. Weekends: Holidays that fall on weekends will be a day established by the school board.

Section 4. School in Session: The school district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday that falls within an employee's vacation period shall not be counted as a vacation day.

Section 5. Eligibility: In order to be eligible for holiday pay, an employee must have worked their regular work day before and after the holiday unless the employee is on excused illness, leave, or on vacation under these provisions.

## **ARTICLE IX VACATIONS**

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



Section 2. Schedule: Full-time employees under these provisions shall be entitled to paid vacation as listed below.

<u>Years of Service</u>	<u>Vacation Days</u>
0-5	12
6	14
7	16
8	17
9	18
10	19
11	19
12	20
13	20
14	21
15	22
16	23
17	24
18	25
19	26
20	27

Section 3. Application:

Subd. 1. Vacation anniversary date for the school district shall be as of July 1 each year with current, and any added vacation time, earned at any time during such calendar year to be granted and taken at any time during said year subject to the other rules of this section. Employees, who start after July 1, will receive a prorated share of the annual vacation days for that contract year.

Subd. 2. Vacations may be taken on a year around basis subject to approval by the school district consistent with the needs of the service.

Subd. 3. Vacation may be taken at a minimum of 2-hour increments. Prior to the vacation, a request must be made through the time-off system and must be approved by the Director of Buildings and Grounds.

Subd. 4. Employees may carry over up to five (5) days of vacation into the following contract year. Exceptions to this rule based on operational needs may be made with the written approval of the Director of Buildings and Grounds.

**ARTICLE X  
GROUP INSURANCE**

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

Section 2. Medical Insurance: The school district will make the following annual (fiscal year) contributions for medical insurance coverage for each eligible employee:

<u>Coverage</u>	<u>2022-23</u>	<u>2023-24</u>
Single	100%	100%
Two-Party	\$16,697.00	\$17,031.00
Family	\$20,175.00	\$20,578.00

Section 3. Dental Insurance: Beginning January 1, 2023, the School District shall offer a group dental plan and pay \$22 per month towards the premium for all eligible and participating employees.

Section 4. Flexible Compensation Benefits: The school district shall provide a "flexible compensation plan" as authorized by the Internal Revenue Code, Section 125. All full-time employees may elect to contribute up to the amount allowed by law, to be used for excess medical/dental payment reimbursement and up to the amount allowed by law, to be used for dependent care reimbursement.

Section 5. Life Insurance: The school district will provide each employee with a group term life insurance policy in the face amount equal to the employee's annual salary.

Section 6. Group Long-Term Income Protection: The school district will pay the premium for long term disability insurance for all full-time employees.

Section 7. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution:

An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all school district participation and contribution shall cease, effective on the last working day of the month of termination. Pursuant to COBRA, an employee leaving the employ of the School District may be eligible to continue insurance coverage, but shall pay the entire premium for such coverage the employee wishes to retain. It is the responsibility of such an employee to make arrangements with the Human Resources Department to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district.

Section 10. Insurance Benefits for Retirees: Employees who have completed twenty (20) years of continuous service with the school district, the district will provide \$150 per month into a Health Care Savings Plan (HCSP) with the Minnesota State Retirement for ten (10) years following the date of retirement, and \$100 per month for the subsequent five (5) years for the purpose of supplementing the cost of the retiree's health insurance. This amount shall be deposited annually in July into the HCSP.

Section 11. Eligible Employees: The parties agree that employees working thirty (30) hours or more per week consistently throughout their work year will be eligible for group health insurance in accordance with the Affordable Care Act.

**ARTICLE XI**  
**403(b) MATCHING CONTRIBUTION PLAN**

Section 1. Eligibility: The 403(b) matching program will be available to all employees represented by this Agreement who are regularly employed by the district at least nine (9) months per year and thirty-two (32) hours per week. Employees are eligible to participate beginning on date of hire.

Section 2. Participation: Participation in the 403(b) matching program is optional. The school district will provide enrollment/change forms for employees to authorize their contributions. The district will match employee contributions based on the following schedule:

Up to 10 years	1.0% of regular salary
Year 11 - 15	1.5% of regular salary
Year 16 +	2.0% of regular salary

District contributions to the 403(b) matching program will be made up to \$2,000 annually and a lifetime maximum of \$25,000. Employees may defer additional unmatched amount of their compensation to the 403(b) program or to any other TSA approved by the school district and permissible by law. Employees are advised to seek advice from a qualified tax advisor or financial planner to ensure they meet permissible guidelines.

Section 4. Claims Against the School District: The parties agree that any description of benefits contained in the Agreement is intended to be informational only and the management of the contributed funds is the responsibility of the company selected by the employee. It is further understood that the district's only obligation is to make contributions as specified in the Agreement and that no other claim shall be made against the district pursuant to the 403(b) matching program.

**ARTICLE XII**  
**LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. All full-time employees shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the school district. Employees, who start after July 1, will receive a prorated share of the annual sick days for that contract year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 200 days of sick leave per employee. The yearly leave allowance, however, shall be in addition to the total accumulation.

Subd. 3. Sick leave pay shall be allowed by the school district whenever an employee's absence is found to have been due to illness or injury of the employee, which prevented the employee's attendance at school and performance of duties on that day or days.

In addition, sick leave with pay shall be allowed for reasonable periods whenever the absence of an employee (as defined in Minnesota Statutes section 181.940, subdivision 2, as amended) is found to have been due to the illness or injury of an individual listed in Minnesota Statutes section 181.9413(a), as amended. Absences related to the illness or injury of the employee or the employee's child (as defined in Minnesota Statutes sections 181.940, subdivision 4, and 181.9413(e), as amended) will be paid to the limit of the employee's accumulated sick leave. Absences related to any of the other individuals listed in Minnesota Statutes section 181.9413(a), as amended, will be paid to a limit of 160 hours in any 12-month period.

Subd. 4. The school district 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.

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

Subd. 6. Sick leave pay shall be approved upon submission to the supervisor per district procedures.

Subd. 7. Upon termination of an employee's employment for any reason, all sick leave, current or cumulative, shall be immediately and automatically canceled.

Subd. 8. An employee who has exhausted annual and accumulated sick leave will be granted additional sick leave for personal illness only, based on length of service in the South St. Paul school system, subject to a deduction in pay equal to 1/3 of the employee's regular base rate. Such leave shall be available on an annual basis, but a maximum of sixty (60) such days may be used over the employee's career in the district.

<u>Years of Service</u>	<u>Additional Allowance</u>
10 or more	1 day for each year of service

Subd. 9. Employees using two (2) or fewer days of sick leave in any single year shall, at the end of the regular school year, be compensated as follows:

0 days used -	\$250	1 day used -	\$125
2 days used -	\$75	More than 2 -	\$0

## Section 2. Bereavement Leave:

Subd. 1. All regularly employed personnel under full-time assignment may be granted up to two (2) days per year for absence because of death in the immediate family or household; the specific amount of time shall be subject to approval by the Director of Buildings & Grounds. Bereavement leave shall not be deducted from sick leave.

Subd. 2. Under special circumstances, the superintendent or designee may, upon recommendation of the Director of Buildings & Grounds, grant up to three (3) additional days.

Subd. 3. For purposes of this subdivision, the immediate family shall be interpreted to include spouse, child, parent, spouse's parent, sister, brother, grandparent, spouse's grandparent, grandchild, daughter/son-in-law, and sister/brother-in-law. The family household shall be interpreted to include any member of the household currently making their home with the family.

Section 3. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 4. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, incurred while in the employ of the school district, the school district will pay the difference between the compensation received pursuant to 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.

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

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

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

Subd. 5. The parties agree that an employee of the school district shall not be entitled to sick pay benefits under this section if the employee is injured while in the employ of another employer nor shall there be any accrual of such during the period of convalescence from that injury.

Section 5. Family Leave: The school district shall grant leave to an employee for birth, adoption, or foster care of a child or care of a spouse, child or parent who has a serious health condition in accordance with district policy and the following provisions:

Subd. 1. Leave with pay: Upon request of an employee, the school district shall grant family leave with pay for up to five (5) days per school year. This leave shall be non-accumulative.

Subd. 2. Leave without pay: The school district shall grant upon request of an employee who has been with the district for one full year, and who meets the eligibility rules established in the Family Medical Leave Act, up to twelve (12) weeks per school year of leave without pay for any reason provided in this section. Maternity leave counts toward the available twelve (12) week family leave.

Subd. 3. Notification and physician's statement: Whenever foreseeable an employee applying for leave under this section shall notify their supervisor in writing thirty (30) days in advance of the requested leave date. The school district may require medical certification from a health care provider to support a leave request for an employee's seriously ill family member.

Subd. 4. Return from leave: An employee on a family leave as provided herein will be eligible to return to the same position vacated prior to the leave. An employee may be required to provide a statement from a physician verifying that the employee is medically fit to return to work.

Section 6. Medical Leave: An employee who has completed the probationary period and who is unable to perform duties because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities. The school district may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

Section 7. Insurance Application: An employee on unpaid leave under this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain commencing with the beginning of the leave, with the exception of employees on medical and LTD leave where premiums for group insurance programs shall continue to be paid by the district at the same rates being paid by the district immediately prior to the employee's placement on medical/LTD leave for up to two (2) years. It is the responsibility of the employee to make arrangements with the Human Resources Department to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district. The right to continue participation in such group insurance programs, however, upon termination of employment, shall be pursuant to Article X, Section 7, of this Agreement.

Section 8. Experience Credit: An employee on leave under Section 7 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which the employee had accrued at the time of leave for use upon the employee's return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section.

Section 9. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absences.

**ARTICLE XIII**  
**VACANCIES AND JOB POSTING**

Section 1. Posting of Vacancies: All permanent vacancies in full-time positions will be posted in-house for seventy-two (72) hours. The union office and union steward shall be provided with a copy of all postings. A permanent vacancy is defined as one anticipated to last more than six (6) months. A temporary vacancy is defined as one anticipated to last less than six (6) months.

Section 2. Application for Vacancies: All employees under this Agreement may submit application for any vacancy, which is posted pursuant to this Article.

Section 3. Mailed Notice: An employee scheduled on vacation more than fourteen (14) calendar days at an interval will be given mailed notice of any posting during such vacation period providing the employee makes such request in advance of the employee's vacation period and provides the Human Resources department with a self-addressed envelope for such purpose.

Section 4. Filling of Vacancies: Notice to the candidate selected to fill the vacancy shall be given within fifteen (15) working days after the closing of the posting.

Section 5. Application of Seniority: Seniority will apply in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position except in those positions involving a promotion which shall be filled as provided in Section 6 herein. For purposes of this section, a promotion is defined as moving to a classification involving an increase in pay.

Section 6. Promotion Positions:

Subd. 1. In filling positions involving a promotion as defined in Section 5 above, the position shall be filled by the school district with the best qualified candidate as determined by the school district. In making its determination, the school district shall consider the employee's qualifications and aptitude for the position as well as length of service with the school district along with other relevant factors.

Subd. 2. If, in review of applications, 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 Human Resources Director. The decision of the Human Resources Director may be appealed to the superintendent within the provisions of the grievance procedure and a review may be sought with the school board. However, if there is not agreement, the decision of the superintendent or the school board shall be final and binding, and the parties agree that such decision shall not be subject to the arbitration clause.

Section 7. Outside Applicants: 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, no internal candidates apply, and/or there are other relevant factors leading to the district's selection of the final candidate for the position.

Section 8. Administrative Transfers: Seniority and posting shall not apply in an administrative transfer involving two (2) permanent employees. Transfers of this nature will be discussed with the union prior to final disposition.

Section 9. Transfer to Supervisory Position: If a custodian or maintenance employee is promoted to a supervisory position in the unit, the employee may claim their former position at Step 1 or higher with no loss of seniority in the bargaining unit after the employee's assignment to the supervisory position. This shall apply whether the employee voluntarily wishes to return to the former position or if the school district determines that the employee was not suited for the job or in the event of a reduction in work force, subject to the employee's seniority standing as provided in Article XIV hereof. Right of return to the employee's former position either voluntarily or by district choice will be for no more than 90 business days from the start date in the supervisor position.

## **ARTICLE XIV SENIORITY**

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement within areas of license and qualifications concerning reduction or increase in force, preference of shift assignment, and assignment of vacation period. In regard to vacancies and promotions, the provisions of Article XIII shall apply.

Section 2. Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and upon acquiring seniority, the seniority date shall relate back to the date of original employment in the unit. If more than one employee is hired on the same date, seniority ranking shall be determined by lot.

Section 3. Lay Off Application: When reducing the work force, the School Board will use the following procedure:

Subd. 1. The Board will identify the position(s) being terminated and will notify all members of the employee group.

Subd. 2. The employee(s) whose position(s) are affected by the reduction shall have the right to replace any less senior employee in the same or a lower job classification provided the employee is qualified for the position selected.

Subd. 3. The replacement procedure will be repeated until the employee with the least seniority is laid off or an employee waives their right of seniority.

Subd. 4. Employees laid off because of a reduction in the work force will be placed on a recall list for a maximum of two (2) years. Only full-time employees no longer on probation will be granted the right of recall.

Subd. 5. Employees will be recalled in the inverse order of lay-off. If the employee chooses not to accept an available full-time position, the employee will be officially terminated with no right of recall.

Subd. 6. During the recall period, experience and leave credits will be frozen.



Section 4. Notice of Recall: Notice of recall for a permanent vacancy shall be made by mail and email, to the last known address/email address of the employee being recalled. Response to the notice of recall shall be made to the Human Resources office 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 re-employment and shall have their name removed from the recall list.

## **ARTICLE XV DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD**

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months 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 provision of the contract alleged to have been violated.

Section 2. Representative: In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of ninety (90) work days in any such new classification. During this 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 have the right to reassign the employee to their former classification.

Section 3. 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.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of 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 on the employee's 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 is personally served or if it bears a certified postmark of the United States Postal Service 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 fifteen (15) 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 parties 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 of schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or his designee shall issue a decision in writing to the parties involved.

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 at the request of the grievant or at its own instance, provided the school board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I or Level II has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to affirm, reverse or modify such decision and at the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its 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 or within ten (10) days after the decision of the school board if the school board reviews a decision pursuant to Section 6 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 prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) 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 BMS to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS 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 issues involved.
- (2) Statement of the facts.
- (3) Position of the grievant.
- (4) The written documents relating to the grievance.

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. 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 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 shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in 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. However, the party ordering a copy of the transcript shall pay for such copy.

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 procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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. 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 operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein the employee shall waive their right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE XVII MISCELLANEOUS**

Section 1. Pay Dates: Salary payments will be made in accordance with the School District's payroll policy. However, if the policy should propose a significant change in the salary payment schedule, the parties agree to discuss modification of this provision through the meet and confer process.

Section 3. Mileage Reimbursement: An allowance, pursuant to school district policy, shall be paid for authorized and approved use of personal cars in connection with school district business.

Section 4. Uniforms: The school district may in its discretion require employees to wear a uniform as designated by the school district. In such event, the school district shall provide uniforms at school district expense, and the employees shall be required to launder the uniforms.

Section 5. Retroactivity: Retroactive pay shall be made to all regular employees of record at the time of ratification of this Agreement

Section 6. Staff Development/Training: The district will pay registration fees or course tuition for workshops, seminars or courses directly related to the employees' responsibilities with the district subject to the approval, in advance, of the Director of Buildings and Grounds. Upon successful completion, the employer will reimburse employees for pre-approved costs related to training. The employer will have final approval of the training requested by the employee.

Section 7. Activity Pass: All full-time employees covered by this agreement shall be admitted free of charge with their District-issued identification badge, along with a guest, to South St. Paul regular-season student activities (at home), excluding theatre performances.

**ARTICLE XVIII  
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing 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 on July 1, 2024, it shall give written notice of such intent no later than March 1, 2024.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the custodial employees of the school district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school 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 provision 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 any provision thereof.

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

International Union of Operating  
Engineers, Local 70  
2272 County Road D East  
White Bear Lake, MN 55110

South St. Paul Public Schools  
Special School District No. 6  
South St. Paul, MN 55075

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
School Board Vice Chair

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Joel Milteer, Director of Human Resources

\_\_\_\_\_  
Union Negotiator

\_\_\_\_\_  
Brady Hoffman, Director of Finance

\_\_\_\_\_  
Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Attachment A**

**GRIEVANCE REPORT FORM  
South St. Paul Public Schools**

Grievance No. \_\_\_\_\_

NAME: \_\_\_\_\_

Building: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Steward

\_\_\_\_\_  
Signature of Exclusive Representative

Copies to: Director of Human Resources  
Director of Buildings and Grounds  
Exclusive Representative