

AGREEMENT

between

WATERVILLE-ELYSIAN-MORRISTOWN ISD #2143

and

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

CUSTODIAL UNIT

July 1, 2021 through June 30, 2023

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ARTICLE 1 – PURPOSE

Section 1. Parties. This Agreement, is entered into between Independent School District No. 2143, Waterville, Minnesota, hereinafter referred to as the School District, and the International Union of Operating Engineers, Local Union No. 70, hereinafter referred to as exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, and as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for custodial employees during the duration of this Agreement.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with PELRA, the School District recognizes the International Union of Operating Engineers, Local Union No. 70 as the exclusive representative of custodial employees employed by Independent School District No. 2143, which exclusive representative, shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The exclusive representative shall represent all of the custodial employees of the School District as defined in this Agreement and in PELRA.

ARTICLE 3 – DEFINITIONS

Section 1. Terms and Conditions of Employment. The term "terms and conditions of employment", means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than Employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the Employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term custodial employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employee whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, and emergency employees.

Section 3. School District. For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE 4 – SCHOOL DISTRICT RIGHTS

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

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 exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations,

directives and orders insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directive and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE 5 – EMPLOYEE RIGHTS

Section 1. Right to Views. Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 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. Pursuant to PELRA, employees shall have the right to form and join labor or employees organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off. The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the

proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to PELRA. 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. Initiation fees, dues and other assessments shall commence thirty-one (31) days from date of employment.

Section 4. Union Notification. The Employer will notify the Union office of all new employees. The notification will include the employee's name, address, job title, rate of pay, hours per day, and days per year. The Employer will notify the Union office of all employees leaving employment of the Employer within fourteen (14) days of employment.

Section 5. Personnel Files. All evaluations and files generated within the School District relating to each individual unit employee shall be available during regular school business hours to each individual unit employee upon written request. Each such employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. The employee shall receive a written copy of any material relating to evaluation or discipline placed in or removed from his/her file. The School District may destroy such files as provided by law, and shall expunge from the employee's file any material found to be false or substantially inaccurate through the grievance procedure.

ARTICLE 6 – RATES OF PAY

Section 1. Rates of Pay.

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021 through June 30, 2023.

Subd. 2. During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the

event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Subd. 3. An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

ARTICLE 7 – GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District as provided by law. It is 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 2. Health and Hospitalization Insurance. The School District shall contribute a sum not to exceed the full premium for basic individual coverage. Any additional cost of the premium of single plus one or dependent coverage shall be borne by the employee and paid by payroll deduction. The School District shall not be required to pay for dual coverage when both spouses are employed by the District.

Section 3. Dental Insurance. A dental insurance plan will be offered at the employee's expense.

Section 4. Term Life Insurance. Term life insurance in the amount of \$10,000 shall be provided by the School District for each full-time employee. The employee may elect to personally purchase additional term insurance in an amount approved by the life insurance carrier. The optional insurance may be purchased once each year prior to June 1 of the preceding year.

Section 5. Income Protection Insurance. The School District shall make available to all employees, at the employee's expense, an income protection

plan. The plan shall provide seventy percent (70%) of the base wage upon disability with a thirty (30) calendar day waiting period from the onset of the disability. The maximum benefit shall be \$1,300 per month to age sixty-two (62). In the event an employee's sick leave balance is not used at the time insurance benefits commence, sick leave benefits will be coordinated with the insurance benefits to equal one hundred percent (100%) of the contracted daily wage. Coordinated benefits will continue until sick leave balance is exhausted. Sick leave accrual will not be allowed for the insurance portion of the aforementioned formula.

Section 6. Eligibility. Full benefits provided in this Article are designed for full-time personnel. Part-time employees who are employed at least fourteen (14) hours per week and ninety (90) days in a school year shall be eligible for proportional benefits subject to any limitations contained in the contract between the insurance carrier and the District.

Section 7. Duration of Insurance Contribution. An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contribution shall cease.

ARTICLE 8 – LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. All full-time employees shall earn sick leave at the rate of nine (9) hours for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Part-time employees will receive sick leave on a pro-rated basis.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred ten (110) days of sick leave per employee. Once an employee has reached the one hundred ten (110) day cap they shall earn nine (9) hours per month for a total additional accrual of thirteen and one half (13.5) days to the sick leave accrual for that year. If at the

end of the year, the employee has accrued sick leave in excess of the cap of one hundred ten (110) days, the number will revert to the maximum of one hundred ten (110) days to begin the next year.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability which prevented attendance and performance of duties on that day or days.

Subd. 4. The School District may require an employee to furnish a medical certificate from a qualified medical service as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School Board. In the event that a medical certificate is required, the employee will be so advised.

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

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability.

Subd. 8. Severance Pay for Sick Leave. Upon retirement all twelve (12) month employees of this bargaining unit with at least fifteen (15) years of service shall be paid for up to fifteen (15) days (based on the employee's regularly scheduled hours) of their sick leave at their current rate of pay with a maximum of three thousand dollars (\$3,000.00), providing they have an accumulation of sick leave that would allow for this. The full amount will be deposited into the employees VEBA account. If an employee does not have a VEBA account, one will be opened in their name.

Section 2. Bereavement and Family Illness Leave. Five (5) days, non-accumulative, in addition to sick leave, will be granted each year for non-personal illness or bereavement.

Section 3. Personal Leave. Each year, full-time, twelve (12) month employees shall be granted four (4) non-accumulative personal leave days with pay and deducted from sick leave. All less than full-time employees receive personal leave on a prorated basis.

Subd. 1. Requests for personal leave must be made in writing to the Superintendent or his/her designee at least two (2) days in advance and do not need to state reason(s). In emergencies, leaves may be requested via telephone.

Section 4. Worker's Compensation. Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from the sick leave balance. That fraction of the days covered by insurance is not eligible for accrual of sick leave.

Section 5. Medical Leave.

Subd. 1. An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 6. Insurance Application. An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance. Those employees qualifying for leave per FMLA and who duly request such leave on a timely basis shall be excluded from this provision.

Section 7. Credit. An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits, which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave, subject to FMLA entitlements.

Section 8. Eligibility. Full leave benefits provided in this Article shall apply only to full-time employees as defined in Article 9. Part-time employees who are employed an average of at least fourteen (14) hours per week and ninety (90) days in a school year shall be eligible for partial benefits proportional to the extent of their employment.

Section 9. Jury Duty. All employees in the bargaining unit shall be granted a leave of absence for jury duty. The employee shall be paid a regular salary by the District, with the understanding that upon completion of the required jury duty, the employee shall submit to the Department Head for review the check received for jury duty and that the amount of such check, less the amount included for traveling expenses, shall be deducted from the employee's regular pay check.

ARTICLE 9 – HOURS OF SERVICE

Section 1. Basic Work Week. A regular work week shall consist of a total of forty (40) hours, exclusive of lunch, for full-time employees, Monday through Friday. A regular basic work day shall consist of eight (8) continuous hours, exclusive of lunch.

Section 2. Basic Work Year. The regular work year shall be prescribed by the School District each year for all employees.

Section 3. Part-time Employees. The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of full-time employees.

Section 4. Shifts and Starting Times. All employees will be assigned starting time and shifts as determined by the School District.

Section 5. Lunch/Break Period. Employees shall be provided a duty free lunch period of thirty (30) minutes at a uniform time of the day for any given week and during which time no District or District related work, duty, or service shall be performed by the unit employee. Each employee shall be entitled to a fifteen (15) minute break per each four (4) hour work period.

Section 6. School Closings. In the event that school is closed for any emergency, if employees are not required to perform services, the employee(s) shall not incur a loss of pay for that day.

Subd. 1. In the event school starts late or is excused early, during which day the unit employee otherwise reports for duty, such affected employee(s) shall be allowed to make up the time.

Subd. 2. The maximum number of days paid for closings shall not exceed one (1) day in each school year. Other forms of paid leave, i.e., vacation time may be used for snow days used in excess of the one (1) day maximum or the time may be made up at a time mutually agreeable to the employee and the District.

Some flexibility in scheduling under these circumstances is to be expected and allowed for.

Section 7. Overtime. All hours worked in excess of eight (8) hours a day or forty (40) hours of compensation per week shall be computed at time and one half. All hours worked in excess of eight (8) hours a day or forty (40) hours of compensation per week must be specifically authorized by School District Administrators or Supervisors. Any overtime taken without prior approval may result in disciplinary action. When employees are required to work events outside their normal schedule (i.e. tournaments), it shall be up to the

discretion of the employee, with permission of the Director of Buildings and Grounds, to determine whether or not there is a need to have an additional employee assist at the end of the shift. The intent of the language is to not generate more overtime than would have been previously given to a single employee.

Section 8. Pay for Work Performed On A Holiday. Employees required to work on a holiday will be paid holiday pay, plus one and one half (1-1/2) times for all hours worked on the holiday.

Section 9. Pyramiding of Hours for Pay Computation. For the purpose of computing overtime entitlements, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 10. Call Back. An employee who is called back to duty shall be guaranteed two (2) hours minimum base pay or time and one-half (1-1/2) for all hours worked, whichever is greater.

Subd. 1. Call back is being required to report back to work after completion of regularly scheduled shift or on regularly scheduled days off.

Section 11. Negotiations. Union Stewards' time will be paid when negotiations are conducted during scheduled work hours. This provision shall be capped at eight (8) hours maximum.

Section 12. Full-time employees will be paid time and one half (1-1/2) for all work performed on weekends with the exception of Section 8 of this Article.

Section 13. Building Checks/Extra Duty. All full-time employees who possess the proper current boiler's license will be assigned building checks and extra duties on a rotational basis for weekends and holidays throughout the year. Efforts will be made to provide a fairly equal number of building checks for each employee. All employees are expected to work their assigned building check/extra duty shifts. Any changes to this schedule must be approved in advance through the Director of Buildings and Grounds.

ARTICLE 10 – UNIFORMS

Section 1. Uniforms.

Subd. 1. By August 1st of each year the School District, working with the employees of this bargaining unit to determine styles, material, and sizes (District has the sole right to determine uniform color), will order up to seven (7) uniforms (shirts, long sleeve, short sleeve, sweatshirts, or jackets, based on employee needs) for all Custodial employees with a maximum allowance for these uniforms of one hundred and fifty dollars (\$150.00). In addition, the District will provide up to one hundred and fifty dollars (\$150.00) per year of the contract for employees to purchase work related pants; these pants must be blue, black or brown in color. In order to be reimbursed for pants, employees must turn in the receipt for these work related pants to their supervisor. Custodians must wear well maintained uniforms at all times.

Subd. 2. The School District will contribute up to \$100.00 per year for the purchase of work-related safety shoes. Part-time employees will receive shoes on a pro-rated basis.

ARTICLE 11 – VACANCIES AND JOB POSTINGS

Section 1. Posting of Vacancies. All permanent and full-time positions will be posted for a period of five (5) working days. The Union office 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. A position may be filled temporarily pending completion of posting and application procedures.

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

Section 3. Filling of Vacancies. Notice of the candidate selected to fill the vacancy shall be given within fifteen (15) working days after the close of the posting.

Section 4. 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, excepting those positions involving a promotion which shall be filled as provided in Section 5 herein. For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay.

Section 5. Promotion Posting.

Subd. 1. In filling positions involving a promotion as defined in Section 4 above, the position shall be filled by the School District with the senior qualified candidate. In making its determination, the School Board shall consider the employee's qualifications for the position as well as his/her 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 school business official. The decision of the school business official may be appealed within the provisions of the grievance procedure.

Section 6. 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 or if no internal candidates apply.

ARTICLE 12 – HOLIDAYS

Section 1. Paid Holidays. All full-time employees shall be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Eve Day, and Christmas Day. If any of the above holidays falls on either a Saturday or Sunday, that day will be a holiday and the preceding Friday or the following Monday may be granted as a day off if school is not in session. President's Day to be included if school is not in session. If school is in session, this day shall become a floating holiday to be taken at a time

mutually agreeable to the District and the employee.

Subd. 1. All less than 12 month employee shall be eligible for any of the listed holidays if that day falls wholly within the employee's assigned duty interim.

Subd. 2. All part-time employees, working more than seven hundred twenty-eight (728) hours per year will receive all paid holidays, on a pro-rated basis.

Section 2. 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 which falls within an employee's vacation period shall not be counted as a vacation day.

Section 3. Application. In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

ARTICLE 13 – VACATIONS

Section 1. Eligibility. This Article shall apply to all full-time employees working forty (40) hours per week and all part-time employees working more than seven hundred twenty-eight (728) hours per year.

Section 2. Earned Vacation. Full-time employees under these provisions shall accrue vacation as follows:

- 5/12 of a day for each month of service during the 1st year of service in the School District.
- 10/12 of a day for each month of service after completing one (1) year of service in the School District.
- 15/12 days for each month of service for each year after completing eight (8) years of service in the School District.
- 20/12 days for each month of service for each year after completing fifteen (15) years of service in the School District.

Subd. 1. Part-time Employees. All part-time employees will receive vacation on a pro-rated basis.

Section 3. Application.

Subd. 1. Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter right until July 1 of the following year but may be permitted to take vacation at the discretion of the School District.

Subd. 2. If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one (1) year of service shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' advance notice of the resignation time.

Subd. 3. The scheduling of all vacation time shall be determined by the School District. Vacation must be used within eighteen (18) month from effective date vacation is earned. One-half (1/2) of entitlement must be used during non-student contact days.

ARTICLE 14 – DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary 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 other provisions of the contract alleged to have been violated.

Section 2. Probationary Period - Change in Classification. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month 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 the former classification. During this three (3) month probationary period the employee may have the right to voluntarily return to the position in the former classification.

Section 3. Completion of Probationary Period. An employee who has completed the probationary period may be disciplined only for just cause.

Section 4. Progressive Discipline. The parties mutually recognize the concept of progressive discipline. Accordingly, normal disciplinary procedure shall be as follows:

1. Oral Reprimand.
2. Written Reprimand.
3. Suspension or Demotion.
4. Discharge.

Subd. 1. All forms of discipline shall be in writing and copied to both the employee and the Union.

Subd. 2. When any disciplinary action more severe than a "written reprimand" is intended, the School District shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the Union office.

ARTICLE 15 – SENIORITY

Section 1. Unit Seniority. Seniority shall be defined as the length of continuous employment with the School District in a position covered by this Agreement.

Section 2. Date of Seniority. Following the completion of the probationary period, an employee's unit seniority will be established as of the most recent date of hire by the District in a position covered by this Agreement.

Section 3. Seniority List. A seniority list will be provided by the School District and revised each year. All employees in the unit will be listed in order of their seniority.

Section 4. Loss of Seniority. Employees will lose their seniority in the event of retirement, resignation, termination for just cause, twelve (12) months in another District position not covered by this Agreement, layoff for more than eighteen (18) months, or failure to report within five (5) days of recall notification.

Section 5. Service Break in Seniority. Break in seniority will not earn additional seniority credit during an unpaid leave of absence for more than six (6) months in length unless such leave is for medical reasons.

ARTICLE 16 – LAYOFF AND RECALL

Section 1. Notice of Layoff and Recall. When reductions are made in the work force, the School Board will notify the employee affected by the layoff by giving fourteen (14) calendar days written notice of layoff.

Section 2. Notice of Reduction of Hours. When the hours of a position are reduced from full-time to part-time or by more than one (1) hour per day, the employee in the position will be given a fourteen (14) day notice and have the option to consider it a layoff.

Section 3. Layoff and Recall Rights. The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is qualified to perform the duties and responsibilities of the position. When a layoff occurs, the least senior employee will be laid off first. Likewise, recall will be in seniority order. The last employee laid off will be the first employee recalled back to work. An employee on layoff shall retain seniority and right to recall, within classification, in seniority order for a period of eighteen (18) months after the date of layoff.

Section 4. Notice of Recall. The School District will notify employees on layoff status via certified mail to the employee's last known address. It is the responsibility of the employee on layoff to keep the School District informed of any change in address.

Section 5. Part-time and Temporary Employees. Temporary or part-time employees would be laid off before any full-time employee would be reduced.

ARTICLE 17 – 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 District as to the interpretation or application of terms and conditions 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 the party's behalf.

Section 3. Definitions and Interpretations.

Subd. 1. Extension. Time limits specified in this Agreement may be extended by written mutual agreement or in the event of an emergency.

Subd. 2. Days. Reference to days regarding time periods in the 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 shall be timely if it is personally served or 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 District'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 of the first 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 District's designee and exclusive representative, i.e., steward, business representative.

Section 5. Adjustment of Grievance. The School District 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 District 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 Superintendent's designee 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 designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after the meeting; the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the 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 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 notifies 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 a Grievance. Failure of 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. Mediation. Before arbitration, both parties may appeal for review by the Bureau of Mediation Services.

Section 9. 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 III of the grievance procedure.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance

with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 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 furnish a list of five (5) prospective arbitrators. From this list, each party shall, in turn strike one (1) name until one (1) name remains, and the last remaining individual shall be designated as the arbitrator, providing such request is made within twenty (20) days after the request for arbitration. First strike shall be determined by lottery. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties 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 denovo.

Subd. 5. Decision. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party.

The parties shall share equally 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 such transcript shall pay for such copy.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; 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 the 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.

ARTICLE 18 – PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right to students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

ARTICLE 19 – DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and thereafter as provided by PELRA. If the Exclusive Representative desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one hundred twenty (120) 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 District, the exclusive representative, and the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices that may have existed prior to the date of execution of this Agreement by the exclusive representative, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any provision of this Agreement.

Section 3. Finality. Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of the Agreement, except where specified by state statute.

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 provisions of this Agreement.

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

For: WATERVILLE-ELYSIAN-
MORRISTOWN ISD #2143

For: INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 70

Board Chair

David Monsour
David Monsour, Business Manager

Board Clerk

Michael Dowdle
Michael Dowdle, President

Chief Negotiator

Linda Powers
Linda Powers, Recording Secretary

Dan Wietman
Dan Wietman, Business Representative

Vince Harmon, Union Steward

Date:

5/19/22
Date:

DW/jcb/opeiu#12
Contracts/Waterville Cust

SCHEDULE A(1)

CUSTODIANS - HEAVY BAND B-2-2

STEP	<u>7/1/2021</u>	<u>7/1/2022</u>
Step 1	\$13.79	\$14.25
Step 2	\$14.06	\$14.52
Step 3	\$14.36	\$14.82
Step 4	\$14.69	\$15.15
Step 5	\$15.02	\$15.48
Step 6	\$15.35	\$15.81
Step 7	\$15.69	\$16.15
Step 8	\$16.01	\$16.47
Step 9	\$16.35	\$16.81
Step 10	\$16.89	\$17.35
Step 11	\$17.44	\$17.90
Step 12	\$18.09	\$18.55
Step 13	\$18.88	\$19.34

*Steps 1 and 2 deleted 4/22/2010

SHIFT DIFFERENTIAL: Full time Custodians working between 2:00PM and 11:00PM will be paid fifty-eight dollars (\$58.00) per month for nine (9) months of the school year (September through May).

New hires must obtain a Special License within twelve (12) months from date of hire and an additional two (2) years to upgrade to a 2nd Class License as a condition of employment.

Employees shall receive license pay on the following schedule, in addition to their base pay:

Special License	\$35.00 per month	1st Class License	\$85.00 per month
2nd Class License	\$75.00 per month		

Longevity to be paid in two equal payments, on or after December 15th and June 15th each year. Eligible employees must submit a wage verification form for each payment **and may submit a single form on or after June 15th to receive both payments at the same time.**

SCHEDULE A(2)

CUSTODIANS - LIGHT (Nine (9) month employees) BAND A-1-1

STEPS	<u>7/1/2021</u>	<u>7/1/2022</u>
Step 1	\$12.90	\$13.36
Step 2	\$13.18	\$13.64
Step 3	\$13.47	\$13.93
Step 4	\$13.77	\$14.23
Step 5	\$14.07	\$14.53
Step 6	\$14.38	\$14.83
Step 7	\$14.69	\$15.15
Step 8	\$15.02	\$15.48
Step 9	\$15.36	\$15.82
Step 10	\$15.73	\$16.19
Step 11	\$16.13	\$16.59
Step 12	\$16.59	\$17.05
Step 13	\$17.08	\$17.54

*Steps 1 and 2 deleted 4/22/2010.

LONGEVITY INCREMENTS:

1. \$700.00 after thirteen (13) years of service, to be paid at the end of the thirteen (13th) service year.
2. An additional \$420 after seventeen (17) service years to be paid at the end of the seventeenth (17th) service year. Effective July 1, 2001.
3. An additional \$500.00 will be paid after twenty (20) years of service, to be paid at the end of the twentieth (20th) year.

*Longevity will be pro-rated for less than full time employees.

Longevity to be paid in two equal payments, on or after December 15th and June 15th each year. Eligible employees must submit a wage verification form for each payment **and may submit a single form on or after June 15th to receive both payments at the same time.**

SCHEDULE A(3)

	<u>7/1/2021</u>	<u>7/1/2022</u>
Eiler, Jason	\$16.89	\$17.90
Francis, Linze	\$15.35	\$16.15
Harmon, Vince	\$18.88	\$19.34
Long, Cole	\$15.69	\$16.47
Long, Dylan	\$15.69	\$16.47
Lutter, Paul	\$15.69	\$16.47
Novak, Andrew	\$14.69	\$15.48
Romine, Robb	\$15.35	\$16.15
Van Houdt, Ronald	\$14.69	\$15.48
Wakefield, Robert	\$16.35	\$17.35
Whitaker, Terry	\$15.69	\$16.47

DW/jcb/opeiu#12