

# LABOR AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT #256**  
Red Wing, MN

and

**MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT  
EMPLOYEES' UNION,  
LOCAL #320**



*Representing*

**CUSTODIAL/ENGINEER/MAINTENANCE PERSONNEL**

**JULY 1, 2020 THROUGH JUNE 30, 2021**

Approved by the School Board on WORKING

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1. PURPOSE .....	1
ARTICLE 2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	1
ARTICLE 3. DEFINITIONS .....	1
ARTICLE 4. SCHOOL BOARD RIGHTS .....	2
ARTICLE 5. EMPLOYEE RIGHTS .....	2
ARTICLE 6. COMPENSATION .....	3
ARTICLE 7. HOURS OF SERVICE.....	4
ARTICLE 8. GROUP INSURANCE .....	5
ARTICLE 9. LEAVES OF ABSENCE .....	7
ARTICLE 10. HOLIDAYS .....	9
ARTICLE 11. VACATIONS.....	10
ARTICLE 12. DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD.....	11
ARTICLE 13. REDUCTION IN FORCE.....	11
ARTICLE 14. RESIGNATION .....	12
ARTICLE 15. SENIORITY.....	12
ARTICLE 16. VACANCIES AND TRANSFERS.....	12
ARTICLE 17. RETIREMENT/SEVERANCE PAY.....	13
ARTICLE 18. MISCELLANEOUS PROVISIONS .....	14
ARTICLE 19. GRIEVANCE PROCEDURE.....	14
ARTICLE 20. DURATION.....	17

## ARTICLE 1. PURPOSE

This Agreement is entered into between Independent School District No. 256, Red Wing, Minnesota (hereinafter "School District"), and the Minnesota Teamsters Public and Law Enforcement Employees' Union Local No. 320 (hereinafter "Exclusive Representative"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter "PELRA"), to provide the terms and conditions of employment for all full- and regular part-time custodial/engineer/maintenance employees during the duration of this Agreement.

## ARTICLE 2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1. Recognition: In accordance with the PELRA, the School District recognizes Minnesota Public and Law Enforcement Employees' Union, Local No. 320 as the Exclusive Representative for custodial/engineer/maintenance personnel employed by the School District, and the Exclusive Representative shall have those right and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2.2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Section 3.2 below and the PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

## ARTICLE 3. DEFINITIONS

Section 3.1. Terms and Conditions of Employment: The term, "terms and conditions of employment," shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District's personnel policies affecting and working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 3.2. Description of Appropriate Unit: For purposes of this Agreement, the term, "full and regular part-time custodial/engineer/maintenance employees," shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 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 100 working days in any calendar year and emergency employees.

Section 3.3. School District: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

Section 3.4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

## ARTICLE 4. SCHOOL BOARD RIGHTS

Section 4.1. 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 School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 4.2. School Board 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 opportunities for the students of the School District.

Section 4.3. Effect of Laws, Rules, Regulations, Directives, and Orders: 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, issued by properly designated officials of the School District. 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, directives and orders are not inconsistent with the terms of this Agreement, and all 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. The voided provisions may be renegotiated upon mutual agreement.

Section 4.4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved herein, and all managerial rights and managerial functions not expressly delegated in the Agreement are reserved to the School District.

## ARTICLE 5. EMPLOYEE RIGHTS

Section 5.1. Rights to Views: Nothing contained in the Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated 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 5.2. Rights to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment of such unit.

Section 5.3. Request for Dues Checkoff: 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 by any Exclusive Representative that has lost its right to dues check off. 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 in equal installments as designated by the employee.

## ARTICLE 6. COMPENSATION

Section 6.1. Base Pay Rates: Base pay rates are found in Appendix A.

Section 6.2. Shift Differentials: In addition to the wages in Section 6.1, employees will be paid the following shift differentials.

Subd.1. Any employee who is scheduled to work a shift starting after seven (7) p.m. or prior to six (6) a.m. shall be granted a premium of thirty-five cents (\$.35) per hour

Subd.2. Any employee who is assigned the duties of a shift captain shall be granted a premium of twenty-five cents (\$.25) per hour when performing those duties.

Section 6.3. Boiler License Differentials:

Subd.1. Because the School District encourages employees to continue their education, the following boiler license differentials will be paid:

Special Class:	twenty cents (\$.20) per hour
2nd Class:	thirty cents (\$.30) per hour
1st Class:	thirty-five cents (\$.35) per hour
Chief:	forty cents (\$.40) per hour.

Subd.2. The employee is responsible to initially pay for the costs of the boiler tests, licensure, and relicensure. The School District will reimburse employees for these expenses after they submit properly documented expense vouchers with a copy of their special, renewed, or upgraded boiler license.

Subd.3. Employees with the appropriate boiler license who choose to participate in a boiler check rotation on non-school days for the entire fiscal year (July 1 – June 30) will be paid an additional ten cents (\$.10) per hour.

Subd.4. To qualify for the boiler license and boiler check rotation differentials, employees must hang their boiler license in the boiler room where they work and check boilers at least one time each week.

Section 6.4. Lead Maintenance Differential: The School District may assign lead maintenance duties to an employee covered by the Agreement. Said employee will earn an additional \$2 per hour.

Section 6.5. Uniform Allowance:

Subd.1. For each fiscal year (July 1 – June 30), the School District will provide \$225.00 towards the cost of boots/shoes and protective clothing. Blue jeans qualify as an eligible expenditure. This allowance will be paid as a lump sum stipend at or near the beginning of the fiscal year.

Subd.2. The School District shall purchase three (3) uniform shirts for each employee annually. All employees must wear uniforms when on duty.

Section 6.6. Differential for Work on Saturdays and Sundays: Any employee required to work on Saturdays or Sundays will receive a twenty cent (\$.20) per hour differential. If an employee is receiving overtime compensation for these hours, the differential for work on Saturdays or Sundays will not be allowed.

Section 6.7. Career Increments: On July 1<sup>st</sup>, beginning after their sixth (6<sup>th</sup>) full year of continuous employment with the School District, an employee will shall receive an additional ten cents (\$.10) per hour worked for each year of continuous service to a maximum of thirty (30) years of service (maximum additional \$2.50 per hour).

Section 6.8. Substituting: Whenever an employee is required to substitute for an absent employee in a higher classification, he/she will be paid at the rate of the higher salary classification but on his/her own step for all hours worked in the higher classification.

Section 6.9. Successor Agreement: 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 his/her current rate until a successor Agreement is entered into.

## ARTICLE 7. HOURS OF SERVICE

### Section 7.1. Basic Work Day:

Subd.1. The basic work day shall be eight (8) hours.

Subd.2. Employees working beyond the basic work day shall be compensated at one and one-half (1½) times the rate specified in Section A.1, Subd. 1.

Subd.3. With the exception of time spent responding to security or fire alarms, no overtime will be paid unless it has been specifically authorized by the Buildings and Grounds Director or designee.

Subd.4. Employees called back for duty shall be guaranteed two (2) hours at the overtime rate for each call-back.

Subd.5. Notwithstanding the subdivisions above, the School District reserves the right to assign the “Lead Grounds/Arena” and “Grounds/Arena” employee variable hours, including split shifts, as it deems desirable and necessary and such employees shall only be entitled to overtime pay if they work beyond forty (40) hours in a single work week.

### Section 7.2. Basic Work Week:

Subd.1. The basic work week shall be forty (40) hours.

Subd.2. Employees working beyond a forty (40)-hour week shall be compensated at one-and-one-half (1½) times the rate specified in Section A.1, Subd. 1.

Subd.3. With the exception of time spent responding to security or fire alarms, no overtime will be paid unless it has been specifically authorized by the Director of Buildings and Grounds or designee.

Section 7.3. Part-time Employees: The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

Section 7.4. Shifts and Starting Time: All employees will be assigned a starting time and shifts as determined by the School District.

Section 7.5. Lunch Period: Employees shall be provided a duty free lunch period. A lunch period may vary in length from one-half (½) hour or any combination of one-half (½) hour intervals not to exceed two (2) hours as arranged between the School District Director of Buildings and Grounds and the employee.

Section 7.6. School Closing: In the event the school is closed for any reason and the employees are not required to perform services, the employee's compensation shall be reduced accordingly, unless employees use vacation, personal or floating holiday days. If employees are on duty when school is closed and all employees are sent home, they will be guaranteed two (2) hours if they do not wish to utilize vacation or personal days.

### ARTICLE 8. GROUP INSURANCE

Section 8.1. Labor-Management Committee: Employees will participate in the insurance plan designed and selected by the School District Labor/Management Health Insurance Committee. This unit will be represented on the committee by one (1) member/ fifty (50) employees or fraction thereof with a minimum of one (1) member.

Section 8.2. Health Insurance Contributions—Single Coverage: The School District shall contribute a monthly sum not to exceed the amounts indicated herein toward the premium cost for individual health insurance coverage for each full-time employee employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. If the School District's contribution(s) exceed premium costs, no reimbursement will be made to the employee. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Time Period	School District Contribution \$3000 Deductible Plan	School District Contribution \$5000 Deductible Plan
July 1, 2020-June 30, 2021	\$586.00	\$560.00

Section 8.3. Health Insurance Contributions—Family Coverage: The School District shall contribute a monthly sum not to exceed the amounts indicated herein toward the premium cost for individual health insurance coverage for each full-time employee employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan. If the School District's contribution(s) exceed premium costs, no reimbursement will be made to the employee. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Time Period	School District Contribution \$6000 Deductible Plan	School District Contribution \$10,000 Deductible Plan
July 1, 2020-June 30, 2021	\$1447.00	\$1447.00

Section 8.4. Health Reimbursement Account (HRA) Contributions:

Subd.1. Each full-time employee covered by a single or family School District high-deductible health and hospitalization insurance plan will receive a \$75/month School District contribution paid on a monthly basis toward the employee's HRA plan.

Subd.2. Additional contributions of wellness incentives not to exceed \$900/year (in \$300 increments) to the HRA will be granted if the employee meets requirements outlined in plan specifications. These wellness incentives will be paid to the HRA as earned.

Subd.3. For School District employees married to one another who are both covered by a School District high-deductible plan, each employee will receive the \$900/year HRA contribution and the opportunity to earn wellness incentives not to exceed \$900/year (in \$300 increments).

Subd.4. No HRA contribution shall exceed IRS eligibility limits in a year; if the limit is reached, the remaining School District contribution shall be waived for the remainder of the year.

Subd.5. Each employee becomes vested upon the School District's first payment into the employee's HRA plan.

Section 8.5. Accidental Death and Dismemberment (AD&D) Insurance: The School District agrees to pay the full premium for a fifty thousand dollar (\$50,000) AD&D term life insurance policy for all eligible employees who are enrolled in the School District group life insurance program.

Section 8.6. Long-Term Disability Insurance: The School District agrees to pay the monthly premium for all employees who are eligible for coverage.

Section 8.7. Dental Insurance: The School District shall pay the full premium for full-time employees for a single dental reimbursement plan. If an employee selects a dental insurance plan or another dental reimbursement plan, the School District will pay an amount equal to the cost of a single dental reimbursement plan, and the employee will pay the remainder of the cost.

Section 8.8. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this article and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8.9. 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 contributions shall cease.

Section 8.10. Eligibility: Part-time employees who work at least four (4) hours per day and twenty (20) hours per week for twelve (12) months a year shall be eligible for a pro-rata School District contribution toward the cost of health and hospitalization insurance in accordance with the terms of this article. Part-time employees who work at least 600 hours per year shall be eligible for long-term disability insurance provided by the School District in accordance with the terms of this article.



## ARTICLE 9. LEAVES OF ABSENCE

Section 9.1. Leave Reporting Procedures: The School District will establish leave reporting procedures; use of all anticipated leaves requires a three (3)-day advance notice, and use of unpaid time requires prior written approval and is granted at the discretion of the Superintendent or designee. This section may be waived by the Superintendent or designee.

### Section 9.2. Disability and/or Illness Leave:

Subd.1. Employees shall earn disability and/or illness leave at the rate of 0.75 days each month worked. Part-time employees shall earn disability and/or illness leave pro-rata to full-time employees. In order to be eligible to accrue a day of disability and/or illness leave in the first (1<sup>st</sup>) month of employment, an employee must begin work on or before the fifteenth (15<sup>th</sup>) of the month.

Subd.2. Unused disability and/or illness leave days may accumulate to an unlimited number of days.

Subd.3. An employee may use personal disability and/or illness leave for absences due to an illness of or injury to the employee's child (including a stepchild and a biological, adopted, and foster child), adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use disability and/or illness leave for the employee's own illness or injury.

Subd.4. The School District may limit the use of personal disability and/or illness leave for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child as defined in Subd. 3 of this section.

Subd.5. 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 disability and/or illness leave pay. However, the final determination as to the eligibility of an employee for disability and/or illness leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd.6. Disability and/or illness leave allowed shall be deducted from the accrued disability and/or illness leave days earned by the employee.

Subd.7. Disability and/or illness leave may be used for any absence due to the confinement delivery and/or complications resulting from a condition of pregnancy. Verification of the beginning and ending days for utilizing said disability and/or illness leave may be requested by the School District. In addition, the employee shall notify the School District in writing at least sixty (60) days prior to the estimated date of delivery.

Section 9.3. Family Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 9.4. Workers' Compensation: Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw disability and/or illness 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 accrued disability and/or illness leave.

Section 9.5. Funeral Leave (Bereavement):

Subd.1. Up to three (3) days will be granted for death in the immediate family (as defined in Section 9.2, Subd.3). If additional funeral leave is required because of individual circumstances, two (2) additional days may be granted and deducted from accumulated disability and/or leave.

Subd.2. Leave may be granted to attend a funeral of other close relatives or friends as determined in special situations. Such leave is to be requested of and approved or denied by the Superintendent after consultation with the appropriate supervising administrator. Such leave will be disability and/or illness leave deducted from disability and/or illness leave.

Subd.3. Disability and/or illness leave shall be granted when an employee is called to duty as (a) an honor guard, or (b) a pallbearer.

Section 9.6. Medical Leave:

Subd.1. An employee, who has completed the probationary period, who is unable to perform duties because of illness or injury and who has exhausted all disability and/or illness leave credit available, 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 Board.

Subd.2. A request for leave of absence, or renewal thereof, 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 his/her normal responsibilities.

Section 9.7. Jury Duty: An employee subpoenaed as a witness or called and selected for jury duty shall receive regular compensation and other benefits for employment, less the amount received as a juror or witness.

Section 9.8. 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.

Section 9.9. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee is on unpaid leave.

Section 9.10. Eligibility: Eligibility and leave benefits provided in this article shall apply to all employees. However, benefits for part-time employees shall be pro-rated.

Section 9.11. Leave Bank: At its sole discretion, the Exclusive Representative may solicit individual members to voluntarily and anonymously donate one (1) day of vacation leave per year to an identified employee who is unable to work due to disability and has used up all of his/her accumulated disability/illness leave.

## ARTICLE 10. HOLIDAYS

### Section 10.1. Paid Holidays:

Subd.1. Full-time employees shall be granted the following paid holidays:

Independence Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Good Friday, and  
Memorial Day

Subd.2. Part-time employees shall receive paid holidays on a pro-rata basis determined by their hours of employment. So, if an eight (8)-hour per day employee receives an eight (8)-hour holiday, a four (4)-hour per day employee will receive four (4) hours.

For the weekend custodial position, holiday hours will be pro-rated also. In other words, if full-time positions receive twelve (12) holidays per year, the weekend employee will receive three (3) per year based on pro-rating that individual's weekly hours ( $16 \div 40$ ). These holidays will not accrue year-to-year. If not used, that employee will be paid for them at his/her regular rate of pay.

Subd.3. In order to qualify for holiday pay, the designated paid holiday must occur during the employee's work year and the employee must have worked his/her regular work day before and after the holiday unless he/she is on excused disability/illness leave or on vacation.

Section 10.2. Weekends: Holidays that fall on weekends will be observed on another day established by the School District. If the building is closed for a weekend holiday, the weekend custodian must use his/her holiday time. If in a particular year, the holiday time is not sufficient to cover holidays falling during the weekend, the custodian may use personal leave, vacation, or unpaid leave.

Section 10.3. School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish other holidays in lieu of them. Any paid holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 10.4. Work Required on Holidays: Employees performing any work for the School District on paid holidays shall be compensated at two times his or her hourly rate of pay.

ARTICLE 11. VACATIONS

Section 11.1. Eligibility: This article shall apply to employees who are regularly employed on a twelve (12)-month basis and a forty (40)-hour week. Permanent part-time employees shall receive paid vacation on a pro-rata basis determined by their hours of employment as compared to the regularly employed, full-time employee.

Section 11.2. Vacation with Pay: Employees covered by this Agreement will be granted the following vacations with pay:

<b>Years of Service</b>	<b>Number of Days / Year</b>	<b>Number of Days / Month</b>
Date of Hire Through Year 6	10 days/year	0.83 days/month
Beginning 7 Years of Service	15 days/year	1.25 days/month
Beginning 15 Years of Service	20 days/year	1.67 days/month
Beginning 16 Years of Service	21 days/year	1.75 days/month
Beginning 17 Years of Service	22 days/year	1.83 days/month
Beginning 18 Years of Service	23 days/year	1.92 days/month
Beginning 19 Years of Service	24 days/year	2.00 days/month
Beginning 20 Years of Service	25 days/year	2.08 days/month

Subd.1. The scheduling of all vacation time shall be determined by the School District, considering both the wishes of the employee and the efficient operation of the School District. Vacation requests are to be submitted to the Director of Buildings and Grounds or designee.

Subd.2. When a vacation is taken, only working days shall be counted as vacation time. When a paid holiday falls within a vacation period, an additional day of vacation will be allowed.

Subd.3. When an employee retires or terminates his/her employment with the School District for any reason, he/she shall be paid any unused vacation days earned during his/her course of employment.

Subd.4. If an employee has at least fifteen (15) days of unused vacation at the end of the fiscal year, he or she will carry over fifteen (15) days into the following year. On the July 15<sup>th</sup> paycheck, the employee will be paid eighty (80) percent of the employee’s base pay rate for any other remaining unused vacation in excess of the fifteen (15) days.

Subd.5. If an employee has fewer than fifteen (15) days of unused vacation at the end of the fiscal year, he or she will carry over the amount of unused vacation into the following year.

## ARTICLE 12. DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 12.1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of six (6) 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 the probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Section 12.2. Probationary Period; Change of Classification: In addition to the initial probationary period an employee transferred to another building or promoted to a different classification shall serve a new probationary period of three (3) calendar months. During this three (3)-month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification.

Section 12.3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 12.4. Seniority 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 first date of service. If more than one (1) employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Section 12.5. Representation during Disciplinary Procedure: The employee shall be allowed to request that a representative of the Exclusive Representative be present during any disciplinary procedure. In the event that a representative is not available, a steward will serve in place of the representative.

## ARTICLE 13. REDUCTION IN FORCE

Section 13.1. Layoff: All layoffs, because of termination of position, shall be on the basis of seniority within job classification clusters; the last employee hired shall be the first laid off. Job classification clusters shall be separated by full-time (twelve (12) months/year) and part-time (fewer than twelve (12) months).

Subd.1. An employee whose position is terminated shall have the opportunity to displace the least senior person in his/her cluster. The School District retains the right of assignment to positions within clusters.

Subd.2. The least senior employee in a cluster who is displaced shall have the opportunity to displace the least senior employee in a lower cluster. Part-time employees may not displace full-time employees. Full-time employees may, however, displace part-time employees.

Subd.2a. An employee displacing another employee must be qualified for that position and must have more seniority than the employee being displaced.

Subd.2b. An employee moving to a lower classification will retain his/her current wage rate until the compensation at the new classification equals or exceeds that rate.

Section 13.2. Recall: An employee on layoff shall retain his/her seniority and right to recall within their cluster (as shown in Appendix A) in seniority order for a period of twelve (12) months after the date of layoff.

#### ARTICLE 14. RESIGNATION

Section 14.1. Resignation Notice: Employees electing to resign must give the School District two (2) weeks' written notice and shall continue in the School District's service for this two (2) week period with the exception that the employee may leave earlier if a competent replacement is employed.

Section 14.2. Termination Notice: When the School Board elects to terminate, for just and sufficient reason, the services of any employee regularly employed, it shall give such employee two (2) weeks' written notice, or, in lieu thereof, pay the employee two (2) weeks advance salary and immediately terminate the employment of the employee.

#### ARTICLE 15. SENIORITY

Section 15.1. Formulation of Policy: A seniority policy shall be formulated that will give permanent employees with longer periods of service an opportunity for promotion.

Section 15.2. Posting of Seniority List: An employee seniority list shall be posted annually online and include the original date of employment and years of service of each employee.

#### ARTICLE 16. VACANCIES AND TRANSFERS

Section 16.1. Posting: In the event of a job opening, the vacancy shall be announced online for a period of five (5) working days, and qualified employees shall be given the opportunity to apply for the position. The School Board, if no employee qualifies, has the right to assign the position outside the school system.

Section 16.2. Transfers: When involuntary transfer or reassignment is necessary, the School District shall seek a volunteer from among those employees with proper licensure and qualifications. If no volunteer is available, the School District will attempt to fill the vacancy on the basis of seniority and qualifications, with the least senior employee who is properly licensed and qualified being transferred or reassigned.

Section 16.3. Written Notice: The School District will provide a written notification to the union steward of transfers and new hires.

## ARTICLE 17. RETIREMENT/SEVERANCE PAY

Section 17.1. Eligibility: Full-time employees who have completed at least ten (10) years of continuous service to the School District and who are at least 55 years of age, shall be eligible for retirement/severance pay pursuant to the provisions of this article, upon submission of a written resignation accepted by the School Board.

Subd.1. This article shall not apply to any employee discharged for cause by the School District.

Subd.2. For purposes of this article, the employee's age shall be determined by his or her birth date and his/her age as of the effective date of retirement.

Section 17.2. Basis of Retirement/Severance Payment: The amount of retirement pay shall be \$12.50/hour for every unused disability and/or illness leave hour to a maximum of 1600 unused disability and/or illness leave hour.

Section 17.3. Payment: Upon retirement or resignation, the employee eligible for retirement / severance pay shall be paid as follows:

Subd.1. Post-Employment Health Care Savings Plan: On the first payroll following the date of retirement, the retirement/severance payment shall be made into the employee's "Post-Employment Health Care Savings Plan" (PHCSP) through the Minnesota State Retirement System.

Subd.2. Deductions: Only those deductions as required by law shall be made from the retirement/severance payment.

Subd.3. Beneficiary: If the employee dies after the effective date of retirement but before the total payment has been made, the balance due shall be paid to the named beneficiary or to the estate of the deceased.

Section 17.4. Insurance:

Subd.1. Health and Hospitalization Insurance: Employees electing retirement may individually elect to continue to participate in the group health and hospitalization insurance plan established by this Agreement until the age of sixty-five (65). Employees electing to participate shall pay the full monthly premium cost of the coverage in which the employee elects to participate.

Subd.2. Life Insurance: According to the Consolidated Omnibus Budget Reduction Act (COBRA), an employee who retires may continue to carry life insurance for eighteen (18) months provided he/she pays the full premium.

## ARTICLE 18. MISCELLANEOUS PROVISIONS

Section 18.1. Engineers: Employees shall be permitted to transfer to positions in which they can receive training as an engineer. At the completion of the engineer training, the School Board may transfer that employee back to the previous position so that another employee may transfer and receive engineer training.

Section 18.2. Exclusive Representative Rights: The Exclusive Representative shall have the right to post notices of activities and matters of union concerns on bulletin boards in each school. The Exclusive Representative and its representatives shall have the right to use School District buildings for meetings at such times that do not interfere with the educational process, and meetings may not be held on school time.

Section 18.3. Education Benefits: Upon prior written approval of the School District Director of Buildings and Grounds, the School District will pay the tuition or registration fees for employees who want to attend workshops or classes related to their work, including but not limited to workshops/classes on electrical, plumbing, or boiler work. Each year, the School District will set aside one thousand dollars (\$1,000) of staff development funds for the exclusive use of members of the bargaining unit for education benefits. However, if these funds have not been used by April 1, any unspent funds shall revert to the general staff development fund.

Section 18.4. Position Descriptions: Changes to position descriptions will be shared with the Exclusive Representative.

## ARTICLE 19. GRIEVANCE PROCEDURE

Section 19.1. Definition: A “grievance” is an alleged violation of the existing conditions of employment as defined in this Agreement.

Section 19.2. Representation: The employee, administrator(s) or School District may be represented during the procedure by any person or agent designated by such party to act in the party’s behalf.

Section 19.3. Grievance Procedures: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee in the following manner.

Subd.1. An effort shall be made to first adjust a grievance informally between the employee and the building administrator/principal or his/her designee. If the problem cannot be resolved through informal discussion, then the formal grievance shall be submitted in writing to the School District Director of Finance and Operations and the Superintendent, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought.

Subd.2. Time shall begin to elapse with the delivery of such written notice.

Subd.3. Within ten (10) days the parties to the grievance shall meet.

Subd.4. Within ten (10) days of the meeting in Subd. 3, the grieved party shall be notified of the action to be taken.

Subd.5. If the grievance is not resolved in Subd. 4, the grieved party or his/her representative may present the grievance in writing to the School Board.



Subd.6. Within fifteen (15) days of delivery of the written notice of grievance to the School Board, it shall arrange a meeting with the grieved party or his/her representative.

Subd.7. Upon conclusion of the meeting in Subd. 6, the School Board shall notify all interested parties of its action within fifteen (15) days.

Section 19.4. Timely Submission: A grievance will not be valid for consideration unless the grievance is submitted within thirty (30) days of the date the grievance arose. Failure to file any grievance within such a period shall be deemed a waiver thereof.

Section 19.5. Legal Rights: Nothing contained in this grievance procedure shall deprive the custodial employee or the School Board of any legal rights otherwise created by Minnesota Statutes.

Section 19.6. Additional Provisions:

Subd.1. Reference to “days” regarding time periods shall refer to working days. A “working day” is defined as all week days not designated as holidays by state law.

Subd.2. The filing or serving of any notice or document herein shall be timely, if it bears a postmark of the United States mail within the time period.

Subd.3. Time limits specified in this procedure may be extended by mutual agreement.

Section 19.7. Failure of School District to Respond: Failure by the School District or its representative to issue a decision within the time limits provided shall constitute a denial of the grievance and the employee may appeal it to the next higher step.

Section 19.8. Grievance Mediation: In the event that the Exclusive Representative and the School District are unable to resolve any grievance, the Exclusive Representative or the School District may petition the Commissioner of the Bureau of Mediation Services for the sole purpose of effecting settlement of the dispute.

Section 19.9. Arbitration Procedure: In the event that the employee and the School District are unable to resolve any grievance pursuant to Section 20.3, the grievance may be submitted to arbitration as defined herein:

Subd.1. 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 Section 20.3, Subd. 7 above.

Subd.2. No grievance shall be considered by the arbitrator which has not been duly processed in accordance with the grievance procedure.

Subd.3. 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.

Subd.4. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by PELRA.

Subd.5. Each party shall bear its own expense in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expense, which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expense which the parties mutually agree are necessary for the conduct of the arbitration.

Subd.6. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance 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 matter of inherent managerial policy which shall include but are not limited to such areas as discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd.7. 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 PERB to appoint an arbitrator, pursuant to M.S. 179A.21 Subd. 2, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd.8. 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 District, the submission of the grievance which shall include the following:

1. the issues involved,
2. statement of facts,
3. position of the grievant, and
4. the written documents on file relating to Section 5 of the grievance procedure

Subd.9. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

ARTICLE 20. DURATION

Section 20.1. Term of Agreement: This Agreement shall remain in full force and effect for a period commencing on July 1, 2020 through June 30, 2021 and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2021 it shall give written notice of such intent to the other party no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 20.2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 20.3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 20.4. Severability: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

**FOR TEAMSTERS LOCAL NO. 320**

**FOR INDEPENDENT SCHOOL  
SCHOOL DISTRICT NO. 256**

\_\_\_\_\_  
Teamsters Business Agent

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

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX A

Section A.1. Base Pay Rates for 2020-21:

Subd. 1. Base pay rates for 2020-21 are the following:

Cluster	Position	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
A	Custodians	\$15.56	\$16.32	\$17.09	\$17.85	\$18.62	\$19.38
A	Delivery Drivers	\$15.56	\$16.32	\$17.09	\$17.85	\$18.62	\$19.38
B	CFC Head Custodian	\$16.17	\$16.93	\$17.70	\$18.46	\$19.23	\$19.99
B	JES Head Custodian	\$16.17	\$16.93	\$17.70	\$18.46	\$19.23	\$19.99
B	SES Head Custodian	\$17.42	\$18.19	\$18.95	\$19.72	\$20.48	\$21.25
B	BES Head Custodian	\$17.98	\$18.75	\$19.51	\$20.28	\$21.04	\$21.81
B	TBMS Head Custodian	\$17.98	\$18.75	\$19.51	\$20.28	\$21.04	\$21.81
B	RWHS Head Custodian	\$18.48	\$19.25	\$20.01	\$20.78	\$21.54	\$22.31
C	Lead District Groundskeeper	\$18.48	\$19.25	\$20.01	\$20.78	\$21.54	\$22.31
D	District Maintenance Worker (On-call 24/7)	\$21.33	\$22.09	\$22.86	\$23.62	\$24.39	\$25.15
E	Master Electrician (On-call 24/7)	\$27.57	\$28.34	\$29.10	\$29.87	\$30.63	\$31.40

Subd. 2. Employees employed by Red Wing Public Schools as of January 1, 2021 will receive a year advancement on July 1, 2021. Employees employed after January 1, 2021 will not receive a year advancement on July 1, 2021.

Subd. 3. The School District determines the initial placement of an employee. The School District will notify the Exclusive Representative if the placement is above Year 2.