

*CUSTODIANS*

**AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT No. 659, NORTHFIELD, MINNESOTA**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL No. 70**

**AGREEMENT EXTENDS FROM  
July 1, 2018, to June 30, 2020**

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## ARTICLE 1: EMPLOYMENT

**Section 1.01- Parties:** THIS AGREEMENT is entered into between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the school district, and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for custodial personnel during the duration of this Agreement.

**Section 1.02 - Recognition of Exclusive Representative:** In accordance with the P.E.L.R.A., the school board recognizes the International Union of Operating Engineers, Local No. 70 as the exclusive representative for custodial personnel employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

**Section 1.03 - Appropriate Unit:** The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

**Section 1.04 - Terms and Conditions of Employment:** Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

**Section 1.05 - Description of Appropriate Unit:** For purposes of this Agreement, the term custodial personnel shall mean all regular maintenance, custodial, and engineer employees of Independent School District No. 659, whose employment service exceeds 67 working days per year and the lesser of 14 hours per week or 35 percent of the normal work week, excluding Director of Buildings and Grounds, Building Head Custodians, Coordinator of District Maintenance, Coordinator of District Grounds, Master Electrician, and seasonal summer employees.

For purposes of administering this agreement the term "School District" shall mean the School Board or its designated representative.

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

## SCHOOL BOARD RIGHTS

**Section 1.06 - 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 1.07 - 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 1.08 - 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, 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 recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. 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 1.09 - Reservation of Managerial Rights:** The foregoing enumeration of board 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 board.

## **EMPLOYEE RIGHTS**

**Section 1.10 - Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 1.11- Right 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 for employees of such unit with the school district.

**Section 1.12 - 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. 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 twenty-four (24) installments beginning with the first pay period in July.

**Section 1.13 - Fair Share Fee:** In accordance with M.S. 179.65, Subd. 2, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director, the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Director, PERB, or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

**ARTICLE 2 - JOB CLASSIFICATIONS, RATES OF PAY AND OTHER COMPENSATION**

**Section 2.01 – Job Classifications and Rates of Pay**

**2.01 (a).**

**2018-19**

<u>CLASSIFICATION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Custodian/Auxiliary Custodian	16.84	17.25	17.63	18.02	18.40
Custodian Engineer (without license) – hired prior to 7/1/18	20.95	21.32	21.72	22.10	22.50
Custodian Engineer (without license) – hired after 7/1/18	17.52	17.84	18.18	18.51	18.85
Custodian Engineer (with license)	22.12	22.52	22.92	23.29	23.68

**2019-20**

<u>CLASSIFICATION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Custodian/Auxiliary Custodian	17.40	17.81	18.21	18.61	19.01
Custodian Engineer (without license) – hired prior to 7/1/18	21.63	22.01	22.43	22.82	23.24
Custodian Engineer (without license) – hired after 7/1/18	18.09	18.42	18.77	19.11	19.46
Custodian Engineer (with license)	22.85	23.25	23.67	24.05	24.46

**2.01(b).** - Beginning July 1, 2018 all new hire custodian engineers (without a license) will be required to obtain the following licenses within the time frame outlined below:

	<u>Special License</u>	<u>2 C License</u>	<u>1 C License</u>
Employee hired with no license	6 months from date of hire	18 months from date of hire	42 months from date of hire.
Employee hired that already holds a special license	N/A	13 months from date of hire.	40 months from date of hire.



year for the purposes of purchasing work pants, work coats and work shoes. School District uniforms must be worn during all shifts. It shall be the responsibility of the custodian to launder his/her uniforms.

## **HOURS OF WORK AND OVERTIME PAY**

**Section 2.06 - Work Week:** The basic work week shall consist of forty (40) hours. The regular work week shall be five (5) consecutive days - Monday through Saturday except in emergency circumstances or as mutually agreed between the employer and employee. Working hours shall be determined by the school administration.

In the event that school (or schools) is closed all day due to an emergency, employees shall continue to receive compensation for up to a maximum of two days per year. Employees shall be required to perform services if requested to do so by their immediate supervisor and shall earn one and one half 1.5 times the base hourly rate for each hour worked. This additional compensation does not apply for early dismissal or late starts due to an emergency.

### **Section 2.07 - Overtime:**

**2.07(a).** Custodians shall be paid on the basis of one and one-half (1.5) times the base hourly rate for work beyond the basic work week of forty (40) hours.

**2.07(b).** When a full-time employee is called back to work outside of his regular working schedule, he will be paid call-back time at one and one-half ( 1.5) times the base hourly rate with a one-hour guaranteed minimum.

**2.07(c).** Custodians shall be paid on the basis of two (2) times the hourly rate for work on Sundays or nationally recognized holidays (excluding Presidents' Day, Good Friday, Martin Luther King Day or days designated in lieu of them if not designated as a holiday by the School Board).

**2.07(d).** An employee shall be on duty for any activity for which a custodian is necessary when the activity takes place beyond normal staff schedules. The employee would receive overtime pay when the hours worked have exceeded 40 for the week.

**2.07(e).** Overtime shall be rotated by qualified employees within the building whenever the overtime occurs. The rotation may include Head Custodians employed in the building where the overtime occurs. At the beginning of each fiscal year, the District will provide a rotation list of qualified employees in each building, sorted by date of hire. The rotation will start over July 1 of each fiscal year.

All overtime opportunities, whether for the time and one-half or double time, will be based on one rotation schedule. The rotation schedule and the dates of confirmed events which will require overtime work will be posted in the custodians' office. When an opportunity becomes available for overtime, the first person on the list will have the opportunity to accept the overtime assignment. If they choose not to accept the overtime assignment, the opportunity goes to the next person on the list and the employee declining the opportunity waits until they come up on the rotation schedule again.

Individual employees are not guaranteed a certain number of hours of overtime. Each opportunity for overtime may be a different number of hours. The employee accepting the overtime assignment works the assignment and the next overtime opportunity goes to the next person on the list. When no custodian assigned to the building where the overtime occurs is interested in it, the Head Custodian may offer the overtime to custodians in other buildings on a rotating basis. If no one accepts the overtime, the Head Custodian will assign the overtime to the first person on the rotation schedule in the building it occurs for that overtime occurrence.

**2.07(f).** No overtime shall be paid unless it has been specifically authorized by the immediate supervisor.

**2.07(g).** An employee on vacation will not be eligible for overtime during his/her vacation period and will not be eligible for overtime until the next time his/her name comes up on the rotation schedule.

**2.07(h).** When an event extends beyond a normal shift, and there are no custodians regularly scheduled to come to work at that site for the next shift, the custodian on duty will stay to complete tasks after the event is finished. If it is known in advance that the event will extend more than two hours beyond the normal shift, overtime will be assigned based on the overtime rotation schedule.

**2.07(i).** If a custodian refuses overtime, the rotation schedule will continue and the next opportunity for overtime will be when his/her name appears first on the rotation again.

## **HOLIDAYS**

### **Section 2.08 - Holidays:**

All employees who work twenty hours per week or more shall be granted the following paid holidays or days observed as such provided the days fall within the employee's regular work year: New Year's Day, Presidents' only if designated a holiday by the Board of Education, Good Friday, Memorial Day, Independence day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, Christmas Day. If the approved school calendar precludes the use of any of these days as Holidays, an alternate day(s) shall be selected by the employee, with the approval of their immediate supervisor.

Employees who work less than twenty hours per week shall be granted Thanksgiving Day and Christmas Day, prorated to the work day, as paid holidays.

## **ARTICLE 3 - LEAVES**

### **Section 3.01 - Vacations:**

Employees who work twenty hours or more per week and have a 48-week work year will be granted the following vacation days with pay:

1 through 5 years of service	10 work days
6 through 10 years of service	15 work days
11+ years of service	20 work days

Employees who work less than twenty hours per week will be granted two days of paid vacation each year, provided they have completed at least one year of service.

Any earned vacation days not used prior to the completion of the employee's service, will be paid to the employee at the current rate when the employee's service is completed.

Employees may take vacation during the school year subject to the following restrictions:

- a. Requests for vacation shall be submitted to the building head custodian using the District's substitute/leave system at least three days in advance except in the case of emergency circumstances.



- b. Vacation days shall be taken only on days when school is not in session (days not designated as instructional days in session). Approval to take vacation on days when school is in session shall be obtained from the Director of Buildings & Grounds\_or designee upon the recommendation of the building head custodian.
- c. No more than five (5) employees shall be on vacation district-wide at one time.
- d. No more than one (1) employee shall be on vacation at one time from each elementary school.
- e. No more than two (2) employees shall be on vacation at one time from either the middle school or the high school.
- f. Exceptions may be granted at the discretion of the Director of Buildings & Grounds and shall not be subject to the grievance procedure.

Vacation days will be lost unless they are taken within twelve (12) months after the year in which they were earned. Vacation benefits shall not accrue during any period of absence for reasons other than vacation or military leave which extends beyond one calendar month.

**Section 3.02 – Sick Leave:**

Employees who work twenty (20) hours per week or more shall earn sick leave at the rate of one (1) day for each month of service in the employ of the school district.

Unused sick leave days may accumulate to a maximum of two hundred twenty-eight (228) days. Accumulated leave days shall be based on the current percentage of the day worked.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, the employee's dependent child, or another individual as allowed by Minnesota law which prevented the employee's attendance at work on that day or days.

Up to a total of ten (10) days per year may be used for bereavement leave. Bereavement leave may be used in the case of a death of family members or friends.

If workers' compensation is paid during period of sick leave, the total of the workers' compensation plus sick leave is to be no greater than the employee's salary.

Any use of leave under this Section shall be deducted from sick leave.

Medical Statement: The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay. Final determination as to the eligibility of an employee for sick leave pay is reserved to the employer.

Sick leave will no longer be used when custodial personnel qualify for income protection insurance.

**Section 3.03 - Child Care Leave:**

A child care leave without pay may be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the custodian for an extended period of time.

A custodian making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances.

If the reason for the child care leave is occasioned by pregnancy, the custodian shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. If a custodian who has requested and been granted child care leave because of pregnancy delivers prior to the scheduled beginning of her child care leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her child care leave.

The School Board agrees to give the custodian a child care leave of at least six months in length and will grant a maximum leave to the beginning of the fiscal year following the six-month period. Upon signifying his/her intention to return, the custodian shall have a right to return to his/her original position as specified in his/her child care leave plan if his/her leave is commenced and concluded within the same fiscal year. If a custodian's child care leave plan does not call for his/her return within the year it is commenced, a custodian shall have the right to be returned to an equivalent position.

Failure of the custodian to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the custodian mutually agree to an extension in the leave.

Insurance and other Benefits: A custodian on child care leave without pay is eligible for all employee benefit plans but must pay the full premium for such benefits as he/she wishes to retain. These benefits are limited to those allowed by the companies concerned.

Sick Leave Accumulation: A custodian returning to employment after child care leave without pay will be credited with the amount of accumulated sick leave he/she had when he/she ceased working to commence his/her leave.

**Section 3.04 - School Conference and Activities Leave:** In accordance with the provisions of MS.181.9412, the District will provide each custodian with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. Such leave will be deducted from the custodians sick leave allowance.

**Section 3.05 - Personal Leave:** Custodians may be granted a leave at the discretion of the school district of no more than two (2) days per year, noncumulative, and with no loss in pay, the days used to be deducted from unused sick leave.

Requests for personal leave must be made using the District substitute/leave\_system at least three (3) days in advance, except for emergencies.

**Section 3.06 – Health Leave:** A leave of absence without pay for reason of personal health for periods not to exceed one year, subject to renewal, may be granted by the Board upon presentation of evidence of need and upon exhaustion of the employee's sick leave.

**Section 3.07 – Judicial Duty:** For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, the said employee shall receive their regular compensation and other benefits, less the amount received by them as jurors or witness fees.

## **ARTICLE 4 - GROUP INSURANCE**

**Section 4.01 - Eligibility:** Employees regularly scheduled to work 20 hours per week or more in a position with a minimum work year of the student days in session shall be eligible for group insurances contained in this Article.

**Section 4.02- Health and Hospitalization Insurance:** Eligible employees and their spouse and dependent children may participate in the district health and hospitalization insurance plan. The school district will

contribute toward the premium according to the schedule below. The selection of the insurance carrier and policy shall be made by the school district as provided by law. The effective date for employer contributions shall be January 1 of each school year.

**2018-19 School Year**

<u>30 &lt; 40 hrs/wk</u> <u>1.0 factor</u>	<u>25 &lt; 30 hrs/wk</u> <u>.6 factor</u>	<u>20 &lt; 25 hrs/wk</u> <u>.5 factor</u>
<u>SINGLE</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
<u>FAMILY</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

**2019-20 School Year**

<u>30 &lt; 40 hrs/wk</u> <u>1.0 factor</u>	<u>25 &lt; 30 hrs/wk</u> <u>.6 factor</u>	<u>20 &lt; 25 hrs/wk</u> <u>.5 factor</u>
<u>SINGLE</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
<u>FAMILY</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

Employees who retire after age 59 or become disabled and who have been in the employ of the Northfield School District for at least ten (10) consecutive years, may buy the group hospitalization insurance at the school’s group rate until the employee is eligible for Medicare. Participation beyond that shall be in accordance with applicable laws and regulations. The retired or disabled employee will pay the premium for such coverage to the school district.

**Section 4.03 - Income Protection Insurance:** Income protection insurance shall be provided each eligible custodian. This income protection shall be a part of the plan now provided by the school district for certified personnel. The premium will be paid by the school district.

There shall be a 60-day waiting period before the disability income protection goes into effect. The plan will pay 2/3 of the employee’s base salary at the time of disability. Such disability payment will be coordinated with social security, Public Employees Retirement Association, or any other public retirement plans which may provide the same type of coverage. Additional compensation amounts paid to custodians who are building heads or responsible for the indoor swimming pool will be included in the basic salaries for the purpose of Income Protection Insurance.

**Section 4.04 Life Insurance:** The employer will provide group term life insurance coverage for each employee working 20 hours per week or more in the amount of \$35,000.00. The employee may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

**Section 4.05 Dental Insurance:** The rate of Board payment for coverage for eligible employees shall be according to the schedule below. The effective date for employer contributions shall be January 1 of each school year.

<u>30 &lt; 40 hrs/wk</u> <u>1.0 factor</u>	<u>25 &lt; 30 hrs/wk</u> <u>.6 Factor</u>	<u>20 &lt; 25 hrs/wk</u> <u>.5 Factor</u>
<u>SINGLE</u> Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

FAMILY Tied to Teachers

Tied to Teachers x .60

Tied to Teachers x .50

**Section 4.06 - Claims Against the School District:** 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 4.07 - Duration of Insurance Contribution:** Upon discontinuance of employment, all district participation and contribution shall cease effective on the last working day. However, employees may be continued in the group for a period following termination determined by the insurance carrier if the employee pays the entire premium amount.

**ARTICLE 5 - LONGEVITY**

**Section 5.01 – Eligibility:** Longevity pay for all regular maintenance, custodial, and engineer employees working at least 75% of full-time (30 hours per week), will be paid on the basis of the following schedule:

	<u>2018-19</u>	<u>2019-20</u>
After completion of 6 years of employment:	\$900	\$900
7-12 years of employment inclusive:	\$1,000	\$1,000
13-19 years of employment inclusive:	\$1,100	\$1,100
20 years or more of employment	\$1,200	\$1,200

**Section 5.02 – Longevity Pay Schedule:** The above stipulated amounts are on an annual basis and are to be paid in addition to the basic salary schedule. Longevity increments will be divided equally over 24 pay periods during the fiscal year, beginning July 1 each year. All longevity pay will be based on the latest hiring date in cases of broken service.

**ARTICLE 6 - RETIREMENT**

**Section 6.01 – 403(b) Matching Plan:** Each year by October 1, employees working 75% of full-time (30 hours per week) and who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The School District will match an employee’s contribution to a 403 (b) plan up to \$1,500 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account.

**ARTICLE 7 - RESIGNATIONS, DISMISSALS AND SUSPENSIONS**

**Section 7.01 - Resignations:** Employees electing to resign shall be required to give the employer ten (10) working days notice and shall continue in the employer’s service during this period with the understanding that the employee may leave sooner if a suitable replacement is obtained. Any earned vacation days not used prior to the completion of the employee’s service, will be paid to the employee at the current rate when the employee’s service is completed. The employee shall be granted paid sick leave during the last ten working days only if a doctor’s statement is provided as evidence of illness. Failure to give such notice shall result in loss of any vacation benefits which the employee might otherwise be entitled to.

**Section 7.02 - Dismissal and Suspension:**

**Probationary Period:** An employee under the provisions of this agreement shall have 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, dismiss or otherwise discipline such employee; and during this

probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, dismissal or other discipline is concerned. The probationary period for a given employee may be extended by three (3) months if mutually agreed by the union and the school district.

Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or dismissed only for cause. Except in cases that warrant immediate dismissal (as described in paragraph 2), the school district shall give the employee two weeks notice or pay the employee two weeks wages and terminate him/her immediately.

An employee may be dismissed immediately for the following reasons:

- a. Dishonesty
- b. Drinking or being intoxicated on the job
- c. Immoral conduct which affects ability to work effectively in the school district or which endangers individuals in the school setting
- d. Clear insubordination

## **ARTICLE 8 - SENIORITY**

**Section 8.01 - 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 employee commences work on the same date, seniority ranking for such employees shall be determined by the school district. In cases of broken service, the latest date of employment shall be the one used to determine seniority.

**Section 8.02 - Reduction in Force:** The parties recognize the principle of seniority in the application of this Agreement concerning reduction in force, provided the employee is qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain his/her seniority and right to recall in seniority order for a period of fifteen (15) months after the date of layoff.

The District shall not create light custodian or housekeeper positions while a custodian engineer is on layoff status.

**Section 8.03 - Vacancies:** In the event of a job opening, the job shall be announced by bulletin for a period of five (5) working days, and the permanent qualified employee shall be given an opportunity in the order of seniority to step up for promotion. The Board of Education or designee shall make the final determination of qualification of employees. The Board shall have the right to select and assign all custodians within the system.

## **ARTICLE 9 - GENERAL**

1. It is understood that the work of a custodian-engineer shall include maintenance work and repair work needed to maintain the building in good condition as well as cleaning. The maintenance work shall include plumbing, repairs, glazing, painting, carpentry, snow removal, maintenance of grounds, and other duties that may be assigned by the employer.
2. Union meetings may be held on school premises but shall be scheduled at a time when they will disrupt the work routine as little as possible.
3. In the absence of a custodian because of a day off or emergency situation, an alternate custodian would be allowed to lock up the building.

## ARTICLE 10 - GRIEVANCE PROCEDURE

### **Section 10.01 - Definitions:**

**Grievance:** A grievance under this procedure is a claim by a covered employee or the exclusive representative that there has been a violation, misinterpretation or misapplication of any term or terms of any covered employee contract required under Minnesota Statutes or any attachment hereto.

**Days:** “Days” mean calendar days excluding Saturday, Sunday or legal holidays as defined by Minnesota Statutes or those days designated as holidays by the Agreement.

**Service:** “Service” means personal service or by certified mail.

**Reduced to Writing:** “Reduced to Writing” means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

**Answer:** “Answer” means a concise response outlining the School Board’s position on the grievance.

**Section 10.02 - Level I. Informal Conference.** Upon the occurrence of an alleged violation of this agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee’s supervisor. This will be done within (10) days of the alleged violation. If the matter is not resolved to the employee’s satisfaction in the informal conference, the grievance may be reduced to writing by the exclusive representative and served upon the Superintendent or his/her designee. Such service must be made within ten (10) days of the informal conference.

**Section 10.03 - Level II.** Within ten (10) days after receipt of such grievance, a meeting shall take place between the Superintendent or his/designee and the exclusive representative of the union. The parties shall endeavor to mutually resolve the grievance. If resolution is results, the terms of the resolution shall be reduced to writing and signed by all parties. If no agreement is reached within ten (10) days of the Level II meeting, the exclusive representative may elect to proceed with the grievance to Level III. He/she will proceed by serving proper notification to the Clerk of the School Board. The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

**Section 10.04 - Level III:** The School Board shall meet with the designated official of the exclusive representative (or in the appropriate case, covered employee or his/her designee) within twenty (20) days after receiving notice of intention to proceed with the grievance pursuant to Level II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Level II. If the parties are unable to reach agreement within ten (10) days after the first Level III meeting, either the school district or the exclusive representative may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

**Section 10.05 - Level IV:** The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to PELRA, a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of a list of arbitrators, the parties shall alternately strike names from the list until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

Upon appointment of the arbitrator, the covered employee or the exclusive representative shall within five (5) days after the notice of appointment forward to the arbitrator, with a copy to the School Board, the substance of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents developed in the first three levels of the grievance procedure.

The School Board is to make a similar submission of information; it shall also be done within five (5) days after the notice of appointment of the arbitrator, with copies to the covered employee(s) or the exclusive representative.

The Board and the exclusive representative shall not be permitted to assert in such arbitration procedure any grievance or to rely on any evidence not previously disclosed to either party prior to five (5) days of the arbitration hearing.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' 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 of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same (or shared if mutually agreeable) and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Processing of all grievances shall occur after the close of the employees' workday whenever possible. If this is not possible, employees shall not lose wages during their necessary participation in the grievance proceeding on the following basis.

- a. The number of covered employees participating may equal the number of administrative representatives participating in the grievance proceeding on behalf of the School Board; or
- b. If the number of said administrative representatives participating on behalf of the School Board is less than three, three covered employees may participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and/or extend any time limits in the grievance procedure. Provided, however, that failure to adhere to the time limits shall result in a forfeit of the grievance or, in the case of the School Board or its designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or covered employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

**Section 10.06 - Expiration:** Notwithstanding the expiration of this contract, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

**Section 10.07 - No Reprisals:** No reprisals of any kind shall be taken by the Board or the school administration against any covered employee because of his/her participation in this grievance procedure.

**ARTICLE 11 - DURATION**

**Section 11.01 - Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2018, through June 30, 2020, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2020, it shall give written notice of such intent no later than May 1, 2020. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**Section 11.02 - Effect:** This Agreement constitutes the full and complete Agreement between the School District and the International Union of Operating Engineers, Local 70 representing the maintenance, custodial, and engineer employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 11.03 - Finality:** Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by both parties.

**Section 11.04 - Severability:** The provisions of this Agreement shall be severable, and if any provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

For Local 70 International Union of  
Operating Engineers AFL-CIO:

For Independent School District #659,  
Northfield, Minnesota:

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Steward

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.