

**LABOR  
AGREEMENT  
BETWEEN**

**INDEPENDENT SCHOOL DISTRICT  
NO. 535  
ROCHESTER, MINNESOTA**

**AND**

**MINNESOTA TEAMSTERS PUBLIC AND LAW  
ENFORCEMENT EMPLOYEES'  
UNION, LOCAL NO. 320**

**MAINTENANCE**

**EFFECTIVE**

**JULY 1, 2024 THROUGH JUNE 30, 2026**

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**INDEPENDENT SCHOOL DISTRICT NO. 535 SCHOOL BOARD  
MINNESOTA TEAMSTERS PUBLIC & LAW ENFORCEMENT  
EMPLOYEES UNION, LOCAL NO. 320 ROCHESTER, MINNESOTA**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

This agreement is entered into between Independent School District No. 535, Rochester, Minnesota, hereinafter called the District and the Minnesota Teamster Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretations and/or applications;
- 1.3 Place in written form, the parties' agreement upon terms and conditions of employment, for the duration of this Agreement.

**ARTICLE 2 - RECOGNITION**

- 2.1 The District shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

**ARTICLE 3 - DEFINITIONS**

- 3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320.
- 3.2 EMPLOYEE: An employee of Independent School District No. 535 who is represented by the Union under terms and conditions of this agreement.
- 3.3 THE DISTRICT: Independent School District No. 535, Rochester, Minnesota, the School Board or its designee.
- 3.4 PERMANENT EMPLOYEE: An employee who has served twelve (12) months or more of continuous employment with the District.

**ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 The district retains the full and unrestricted right to operate and manage all labor, facilities and equipment; to establish and enforce all functions, duties and work rules of employees; to manage the selection, dismissal, assignment and transfer of all employees; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; and to perform these and all other functions inherent to the managerial operations of the District.

- 4.2 The exercise of these rights, duties and responsibilities by the District; the adoption of policy, rules and regulations in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the terms and conditions of this Agreement and the laws which govern the District.

## **ARTICLE 5 - SECURITY OF THE DISTRICT**

The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the District.

## **ARTICLE 6 - UNION SECURITY**

- 6.1 The District shall be in compliance with prevailing statutory requirements for payroll deduction and transmittal of Union dues.
- 6.2 It shall be the obligation of the Union to submit to the Payroll Office appropriate Union deduction notices, and signed Union dues deduction authorization cards.
- 6.3 The District may not be required to implement any modification of dues or payroll deductions without a thirty (30) calendar day notice prior to implementation. The term modification as used herein shall include but not be limited to the addition or deletion of employees on dues or payroll deductions.
- 6.4 Each paycheck the District shall transmit by mail to the union office at 3001 University Avenue SE, Minneapolis, Minnesota 55414, one (1) check for all dues and deductions.
- 6.5 The district will adhere to current legislation related to notification of the union of new members and union meetings with members.
- 6.6 Bulletin Board: The District shall make space available on the employee bulletin board(s) for the posting of official Union notices and announcements.
- 6.7 Hold Harmless Clause: The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.

## **ARTICLE 7 - HOURS OF WORK**

- 7.1 A workday for a full time employee shall consist of eight (8) consecutive hours plus lunch time. If needed, to support the District, and approved by the Executive Director of Operations or their designee (e.g. financial needs, school calendar, etc.), the work day may consist of ten (10) consecutive hours plus lunch time, in accordance with the established lunch schedule. No mixed shifts are permitted.
- 7.2 A work year for a full time employee consists of two hundred sixty (260) days. The work week shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours. If needed, to support the district, and approved by the Executive

Director of Operations or their designee, the work week may consist of four consecutive ten (10) hour days for a total of forty (40) hours.

- A. With prior approval from the Executive Director of Operations, or their designee, the employees will be paid time and one-half (1 ½) for any hours worked on days beyond the scheduled calendar.

7.3 If changes in duty hours are deemed necessary, the hours will be rescheduled with five (5) working days written notice, or mutual agreement, given before the actual change is made.

- A. The notice may be sent by e-mail for staff development days.

7.4 All overtime worked on weekdays from Monday through Saturday shall be paid at the rate of time and one-half (1½). Any employee called to work outside the employees regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½) unless it overlaps into the employees regular working hours. In such case the employee shall be paid overtime for only the amount of time worked beyond the employee's established work day as described in Article 7.1.

7.5 All overtime worked on Sundays or listed and observed holidays shall be paid at the rate of double time.

7.6 Employees shall not be requested to take time off for overtime worked or to be worked.

7.7 All employees' work schedules shall provide a fifteen (15) minute rest period at the site they are working during each one-half shift. Each employee shall not be away from the employee's work area more than a total of fifteen (15) minutes.

7.8 Overtime shall be assigned based on equity of overtime opportunity in order of seniority. Full time employees will receive overtime options before they are offered to seasonal or temporary employees. Overtime will be offered in order of seniority. Overtime is offered on a rotating basis. Once an employee is offered overtime, whether they work the overtime or decline the overtime, they go to the bottom of the list. Overtime will be offered in this manner at the site with the overtime assignment first based on the site overtime list, then to the district overtime list. Compensation will be based on the job classification or the employee's current rate, whichever is higher. Overtime shall be offered to bargaining unit members who meet the minimum requirements of the open position and will be compensated as per all additional hours herein, specifically, Articles 7.4; 7.5; and 19.4.

Should no volunteer be found, the overtime will be assigned by the district to the least senior bargaining unit member within the building. From that point forward any non-voluntary assigned overtime will then follow a rotating schedule within the building. The rotation may consider extenuating circumstances of the employees next in order to be assigned.

- 7.9 Employees may request time off as a method of paying for overtime hours worked. Compensatory time off shall be at the appropriate overtime rate at which it was earned.
- A. The use of compensatory time off will not generate overtime.
  - B. The use of compensatory time off may be taken in one (1) hour increments.
  - C. Compensatory time must be approved with a minimum of twenty-four (24) hour advanced notice given by the employee. The Executive Director of Operations or their designee, may waive the advanced notice requirement.
  - D. The use of compensatory time will not interfere with the public and health safety needs of the building.
  - E. The use of compensatory time must ensure a building will not have more than twenty five percent (25%) of maintenance staff absent from the work site on student days. In buildings with two or less maintenance staff, the use of compensatory time will require coverage from the clusters.
  - F. Any compensatory time for extended consecutive days (3 or more days in a row) will require the employee to make the request a minimum of five (5) days in advance of the use.
- 7.10 If employees who have scheduled overtime for non-school related activities are not notified twenty-four (24) hours in advance that the overtime is canceled, the employee shall be paid for two (2) hours at the rate of time and one-half.
- 7.11 With the pre-approval of the Executive Director of Operations or their designee attendance at meetings, and/or training programs will be considered hours worked. Travel time to such trainings is also considered hours worked. The Independent School District will pay the costs of any skills training required by the District.

School District 535 and Local 320 support continued training and improvement of work performance by employees. The school district will continue to provide training opportunities that support employee growth. Local 320 members will be expected to actively participate in the current District initiatives as well as participate in the development of other training programs that support the district.

Eight (8) hours of staff development leave will be allotted each fiscal year for the use and purpose of taking exams and testing in regard to licenses found in Appendix A, subject to the supervisors pre approval. These hours will not accumulate or carry over into the next fiscal year and there will be no reimbursement for any unused staff development leave.

## **ARTICLE 8 - HOLIDAYS**

- 8.1 Employees shall be granted ten (10) annual holidays with pay, provided the day preceding and the day following the holiday is a day of pay for the employee.
- 8.2 Holidays shall include January 1, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24th and December 25th, and Juneteenth.
- 8.3 If one or more of these holidays fall on an employee's regular day off, the last preceding work day, or the first following work day shall be the day off with pay, providing school is not in session. The School District reserves the right, if school is in session to exchange any of the above holidays and establish another holiday in lieu thereof. School may be in session on those legal holidays on which the School District is authorized to conduct school by statute, and has determined to do so.

## **ARTICLE 9 - VACATION**

- 9.1 All full-time employees shall be entitled to vacation based on A through D below. Vacation may be taken in one (1) hour increments with a minimum of one (1) day advanced notice provided by the employee. The Executive Director of Operations, or their designee, may waive the advanced notice.
  - A. During the first (1<sup>st</sup>) through fourth (4<sup>th</sup>) years of consecutive employment, the employee shall accumulate vacation at the rate of five-sixths (5/6) of their workday for each month worked to a maximum of ten (10) days per year.
  - B. During and after the fifth (5<sup>th</sup>) year of consecutive employment, the employee shall accumulate vacation at the rate of one and one-fourth (1 $\frac{1}{4}$ ) days per month to a maximum of fifteen (15) days per year.
  - C. During and after the tenth (10<sup>th</sup>) year of consecutive employment, the employee shall accumulate vacation at a rate of one and two-thirds (1  $\frac{2}{3}$ ) days per month up to a maximum of twenty (20) days per year.
  - D. During and after the twenty-first (21<sup>st</sup>) year of consecutive employment, the employee shall receive one (1) additional day of vacation for each year of employment beyond twenty (20) years to a maximum of twenty-five (25) days per year.
  - E. For the purposes of this article, Employees who work a minimum of one hundred thirty (130) duty days shall be credited a full year of service.
- 9.2 Any requests for extended consecutive days (3 or more days in a row) of vacation will require the employee to make the request a minimum of five (5) days in advance of the use.
- 9.3 The District will consider the wishes of the employee and the needs for service



when approving vacation. If two (2) employees request time off within the same twenty-four (24) hour time period; the senior employee will prevail when an agreement cannot be reached among the employees. The District reserves the right to deny vacation requests based on staffing considerations provided the vacancy is not able to be filled by offering the time as per Article 7.8. Vacation leave requests shall be approved or denied within five (5) days and shall be denied only to meet job related organizational needs.

- 9.4 Should the request not be filled per Article 7.8, the use of vacation time will not interfere with the public and health safety needs of the building. Furthermore, the use of vacation time must ensure a building will not have more than twenty five percent (25%) of maintenance staff absent from the work site on student days. In buildings with two or less maintenance staff, the use of vacation time will require coverage from other buildings.
- 9.5 When an employee's services are terminated with the District, the employee's vacation shall be computed and paid for on a pro-rata basis, according to the time worked in the year under consideration.
- 9.6 On June 30 up to ten (10) days or eighty (80) hours of unused vacation leave can be carried forward to the next school year. Unused vacation leave above ten (10) days or eighty (80) hours will be lost on June 30.

## **ARTICLE 10 – EMPLOYEE LEAVE**

### **10.1 SICK/HOSPITAL LEAVE**

- A. One (1) day sick leave shall be granted per month to be used for absence caused by illness or physical disability of the employee, child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, and stepparent; attendance upon a seriously ill member of the employee's household; or an emergency medical or dental treatment which is not routine in nature and which cannot be scheduled at a time other than the workday, or as required by law. An employee's sick leave, if unused shall continue to accumulate indefinitely.
- B. When an employee is hospitalized, the employee shall be provided an additional paid leave for the purpose of needed hospitalization and convalescence disability. The employee will be allocated four (4) days of hospital leave each year not to exceed an accumulated amount of twenty (20) days. Hospitalization and convalescence leave shall be lost when any combination of the employee's sick leave and hospitalization leave totals ninety (90) days.
  - Once any portion of the balance is used current staff will only receive up to four (4) days of allocation per year on each July up to the maximum of twenty (20) hospital days. Combination of sick days and hospital days still can't exceed 90 days.
  - Maternity Leaves will still be able to access all 20 hospital days per year if needed.

## 10.2 FAMILY ILLNESS PAID LEAVE:

- A. Employees will be allowed to use up to but not to exceed one hundred sixty (160) hours of absence per year for illness in the Employee's or spouse's immediate family, who are not members of the employee's household (see article 10.1), that may or may not otherwise be covered under the Family and Medical Leave Act (FMLA) and/or state statute. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian, and any other relative or non-relative who stands in the same relationship with the employee. Those days will be deducted from accrued sick leave.

## 10.3 PERSONAL LEAVE Granting of leave days:

- A. For employees who have less than ten (10) years of experience serving in a regular maintenance position: One (1) employee personal leave day(s) will be granted at the beginning of each fiscal year for each employee who has completed the employees probationary period.
- B. For employees who have ten (10) years of experience or more serving in a regular maintenance position: Two (2) employee personal leave day(s) will be granted at the beginning of each fiscal year for each employee who has completed the employee's probationary period. Employees who complete ten years mid-year will be eligible for this provision July 1<sup>st</sup> following the ten (10) year anniversary.
- C. Leave days may be accumulated up to a maximum of five (5) days. There will be no monetary reimbursement for any unused leave days. Personal leave days can only be used as absences for duty days scheduled. Requests for personal leave can only be submitted in full day increments.

Except in cases of emergency, an employee using a leave day shall provide advance notice to the employee's Executive Director of Operations, or their designee. Any personal leave for extended consecutive days (3 or more days in a row) will require the employee to make the request a minimum of five (5) days in advance of the use. In no case shall an employee file such notice more than ninety (90) calendar days prior to the absence.

Availability of a leave day shall be limited as follows:

1. No more than seven percent (7%) of the employees in this unit may be absent under this leave provision on any one day without approval of the Executive Director of Operations, or their designee.
2. Leave shall be granted in the order received by the Executive Director of Human Resources.
3. Personal leave days may not be canceled less than two (2) days prior to the scheduled leave without prior approval and only for special circumstances. Individuals who come to work on the scheduled leave day and have not received pre-approval to cancel their day may forfeit the personal leave day.

4. Leave days may not be granted on a day designated for departmental and/or system-wide staff development days, except with the pre-approval of the Executive Director of Operations or their designee.
5. The use of personal time will not interfere with the public and health safety needs of the building and must ensure a building will not have more than twenty five percent (25%) of maintenance staff absent from the work site on student days. In buildings with two or less maintenance staff, the use of personal time will require coverage from the clusters.

#### 10.4 BEREAVEMENT LEAVE

- A. Unit members may be granted leave with pay at the discretion of the district for the unit member or the unit member's partner's immediate family. Employees will be granted up to but not to exceed five (5) days, except under extenuating circumstances, for absence due to death of each member of the unit member's partner's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian, and any other relative or non-relative who stands in the same relationship with the employee.
- B. Not Immediate Family: Absence due to the death of a person, not listed in Subd. A will be limited to two (2) days per year. Such absence will be deducted from accrued sick leave.

#### 10.5 Human Resources Approved Leave

- A. Unit members may be granted emergency leave with pay at the discretion of the District. District approval or denial of a emergency leave request shall not be subject to grievance.

### ARTICLE 11 - OTHER LEAVES

- 11.1 Any employee who has been absent due to illness or injury for ninety (90) calendar days shall be placed on a disability leave of absence. Renewal of a disability leave beyond one (1) year of continuous absence shall be at the discretion of the District.
  - A. An employee, who is enrolled in the long-term disability insurance benefit and placed on a disability leave based on ninety (90) calendar days of absence may, when qualified, apply for and receive compensation benefits under the District's long-term disability insurance plan. However, all other benefits of employment shall be limited to those benefits earned as of the date of illness or injury.
  - B. Negotiated contract improvements in employee benefits and wages which are ratified during such a disability leave shall only be effective as of the date the employee returns to work.
  - C. Individuals entitled to Workers Compensation shall be subject to all provisions of section 11.1 of this contract.

- 11.2 Maternity disability and family leave shall be provided under available leaves of this contract, or as required by law.
- 11.3 The District may require verification of illness or verification of the employee's ability to return from illness. Written verification from an attending physician shall be the responsibility of the employee. Written verification from a District named physician shall be with the physician's fee paid by the District.
- 11.4 At the discretion of the District and with the prior approval of the Executive Director of Operations or their designee, an employee may be absent without loss of pay for such reasons as military reserve duty, jury duty, and other activities for which the employee is compensated by another governmental agency shall only be charged to the District leave without loss of pay if the employee's compensation beyond expenses and up to the level of the earned District wage is returned to the District. Absence for military reserve duty of up to and not to exceed fifteen (15) days shall be with District pay and without reimbursement to the District of the employee's earned military reserve pay.
- 11.5 At the discretion of the District, a leave of absence without pay of up to one (1) year may be granted.
- A. Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the type of leave requested and the length of time off that the employee desires. Such requests shall be considered, acted upon, and notification given in writing if time permits.
  - B. A leave of absence of up to thirty (30) calendar days shall be with loss of pay. However, all other benefits of employment shall continue. Upon return, at the expiration of the leave, the employee shall have the right to return to the position.
  - C. A leave of absence of more than thirty (30) calendar days shall be with loss of pay and discontinuance of all benefits, effective as of the first continuous day of leave of absence. Upon expiration of the leave and with written notice to the District from the individual of availability to return to work, the individual shall retain the right to return to employment to the first available position which shall not constitute a promotion or demotion. However, should a position be available which would constitute a promotion, the individual would be eligible for transfer as per section 14.2 of this Agreement. Upon return to work, the employee's seniority shall be reinstated consistent with section 13.1 of this Agreement.
  - D. Failure to return to work at the expiration of the leave of absence without receiving an authorization to extend or failure to provide written notice of availability to return as of the leave expiration as required in 11.5C shall constitute a voluntary termination of employment. Any leave greater than one (1) year will require a return subject to vacancy and employee will be required to accept a position at or below current classification.

- 11.6 An employee who has used no more than one sick day during the previous work year shall receive one (1) compensatory day to be used prior to June 30 of the current work year. This day shall not be carried over to the following year, there shall be no sub required, and the day must be taken on a non-student day.
- 11.7 Spousal Support leave shall be granted for a period of up to ten (10) paid days under district-provided leave to support the recovery of a spouse following childbirth or for adoption. Leave days need to be taken within the medically prescribed disability period. Additional days may be accessed through the use of employee sick leave to support recovery and infant/adoptive child care needs with proper medical documentation within the medically prescribed disability period.

## **ARTICLE 12 - WORKERS COMPENSATION**

Workers Compensation will pay two-thirds of the lost wages directly to the employee, consistent with current Minnesota State Statutes. An employee who has an approved claim and who is collecting Workers Compensation payments must utilize accrued time off, in order to receive one hundred percent (100%) of their wage loss. If the employee has no accrued time off, one third ( $\frac{1}{3}$ ) of their normally scheduled time will be considered absent without pay.

All absences for Workers Compensation need to be entered by the employee for the full amount of time off work missed each day. When a Workers Compensation payment is issued for wage loss, two-thirds ( $\frac{2}{3}$ ) of the time off will be allocated back. Because Workers Compensation payments are issued as separate payments directly to the employee, the amounts received by the employee are deducted from the employee's regular paycheck.

## **ARTICLE 13 - SENIORITY**

- 13.1 Seniority shall mean an employee's length of continuous service in the bargaining unit since the employee's last date of hire. Approved leaves of absence shall not constitute a break in the employee's seniority.
- 13.2 New employees shall serve a one (1) year probation period. Upon the completion of probation, their names shall be entered on the seniority list. This district seniority list is not the same list that is used as the district wide overtime list.
- 13.3 The District shall keep the seniority list up to date at all times, and furnish an electronic copy of same to the Union upon request.
- 13.4 In the event it becomes necessary to lay off employees for any reason then the layoff will be based on their seniority within the District. An employee with the least seniority will be laid off first as determined by their original date of hire regardless of assignment within the District. If there is a break in employment for a staff member who left the District and who was then re-hired then their seniority will also be based on their latest date of hire.

- 13.5 Employees shall be recalled from layoff starting with the highest seniority as well as having required skills and certifications required to complete essential duties of the job. If the employee next in line for recall does not have the required skills and certifications, their recall may be delayed until there is a position open that they have the skills and certifications to fill. No new employees shall be hired until all employees on layoff status have been recalled.
- 13.6 Except when discharged for cause, any employee shall be given thirty (30) calendar days' notice in advance of dismissal or layoff.
- 13.7 No new employee shall be eligible for promotion until the employee has completed the employee's probationary period, unless no other senior employee is qualified for the promotion or no senior employee applies for the promotion.
- 13.8 All employees promoted to another position within the bargaining unit shall serve a six (6) month probationary period in such other position with an interim evaluation at approximately the end of the first three (3) months. Any employee who does not successfully complete the promotional probationary period or an employee, who submits a written request to the Executive Director of Operations or designee, shall be returned subject to vacancy at the employee's pre-promotion job classification. If a vacancy does not exist at the pre-promotion job classification, the employee will be placed at the next nearest and lower classification level where a vacancy exists. Once the employee is placed, all future claims to the former classification will be exhausted and the normal transfer process will be followed. An employee serving a promotional probationary period, who does not meet performance standards and is moved back to the prior job classification shall receive written notice of the reason(s) for return.
- 13.9 Bargaining unit employees promoted to management positions outside the bargaining unit shall, for one (1) year, retain the right to return to the unit without loss of prior existing benefits or seniority based on time in the bargaining unit and time in management.

#### **ARTICLE 14 - VACANCIES AND TRANSFERS**

- 14.1 Notice of all vacancies shall be posted on the District web site for a minimum of five (5) working days in advance of filling such vacancies and an electronic copy of same be provided to the Union for its file. Such vacancy shall be filled within forty-five (45) calendar days of said posting.
- 14.2 An employee desiring to transfer to said vacancy shall submit a written application listing in the employee's qualifications for the vacant position to the employee's immediate supervisor. The District shall make the decision as to which applicant, if any, is to be selected for the vacancy. The District shall consider any factors which it deems relevant. Factors for consideration include qualifications for the job and seniority. If an applicant is not selected for a vacancy, the applicant may request in writing the specific reasons why. If the District bypasses the most senior applicant, then the District shall state its specific reasons in writing. It shall then be a proper matter for the grievance procedure.

- 14.3 An employee who is promoted to a higher job classification shall receive a minimum of a five percent (5%) increase in pay, rounded up to the nearest amount on the wage schedule on which the employee is currently being paid. The newly transferred employee shall remain at the same step of the wage schedule. However, if the increase in wages causes an employee to advance beyond the current wage schedule, the employee's wage will remain at that level until the wage schedule catches up to that amount.
- 14.4 Employees may be transferred by the District. If such transfer results in a lower salary, the District decision may be appealed to the Superintendent and shall become a proper matter for the grievance procedure.
- 14.5 An employee cannot request lateral transfer more than once during any fifty-two (52) week period without approval from the Executive Director of Operations, or their designee. Should the employer determine a transfer is necessary, the employee must be consulted.
- 14.6 The District shall retain its discretion and authority to select and retain employees placed in lead positions within the bargaining unit. When the District determines that the qualifications of two (2) or more employees are equal, the most senior of those qualified shall be promoted to the lead position.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

### **15.1 Definition of a Grievance**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth.

### **15.2 Grievance Representatives/Communication**

- A. Union Representatives: The District will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the District in writing of the names of such Union representatives and of their successors when so designated, as provided by this Article.
- B. District Representatives: The District shall notify the Union of the name of District representatives under the Article and of their successors when so designated.
- C. Communication: A grievance as issued at all levels by the Union and all grievance responses as issued by the District shall include copies to:
1. The designated Union grievance representative; and

2. Local Business Agent at 3001 University Avenue S. E., Suite 500, Minneapolis, Minnesota 55414; and,
3. The Executive Director of Operations, Independent School District No. 535; and,
4. The Executive Director of Human Resources, Independent School District No. 535.

### 15.3 Time Limits

- A. The time limits provided in this Article shall be strictly observed.
- B. If a grievance is not presented by the Union within the time limits set forth in this Article it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, it shall be considered denied on the basis of the District's last answer. The Union may elect to immediately appeal the grievance to the next step. The time limit in each step may be only extended by mutual written agreement of the District and the Union.
- C. Should a dispute arise on a waiver of grievability based on time lines, or on grievability under definition of a grievance in 15.1, the procedural issue shall be subject to grievance separate and apart from the merits of the original grievance. Procedural grievances shall be initiated by the Union at the arbitration level of the grievance procedure of this Article.

### 15.4 Procedure

Grievance, as defined in Section 15.1, shall be resolved in conformance with the following procedure:

- A. Step One (1): An employee claiming a violation concerning the interpretation of this Agreement shall, within ten (10) calendar days at the date the employee knew or should have known of the event, action or directive alleged to be a violation, discuss the grievance with the employee's first (1st) level management supervisor. The supervisor shall investigate and respond to the employee within ten (10) calendar days. A grievance not discussed with the first level supervisor within ten (10) calendar days as provided above shall be considered waived.
- B. Step Two (2): A grievance not resolved in Step One (1) shall, within ten (10) calendar days of the date the employee knew or should have known of the alleged violation which formed the basis of the Step One (1) grievance, be placed in writing by the Union setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and submitted to the Executive Director of Operations or designee. The Executive Director of Operations or



designee will investigate the grievance and respond in writing within ten (10) calendar days following the receipt of the formal grievance. A grievance not submitted in writing to the Executive Director of Operations or designee within the time limits as provided above shall be considered waived.

- C. Step Three (3): A grievance not resolved in Step Two (2) shall within ten (10) calendar days of the response of the Executive Director of Operations or designee, be appealed to the Executive Director of Human Resources. The Executive Director of Human Resources shall give the Union the District's answer in writing within ten (10) calendar days after receipt of such Step three (3) grievance. Any grievance not appealed in writing to Step three (3) within ten (10) calendar days of Step Two (2) response shall be considered waived.
- D. Step Four (4): A grievance not resolved in Step Three (3) may be submitted to mediation through the Bureau of Mediation Services within ten (10) calendar days of the response by the Executive Director of Human Resources. The decision to participate in mediation is by mutual agreement between the union and the District. Either party may request arbitration without first going through mediation.
- E. Step Five (5): A grievance not resolved in mediation in Step Four (4) may be submitted to arbitration through the Bureau of Mediation Services. Selection of the arbitrator shall be in accordance with procedures of the Bureau. Any grievance not appealed within ten (10) calendar days of the conclusion of the mediation session shall be considered waived. If the grievance is not submitted for mediation by either party the grievance must be appealed for arbitration within ten (10) calendar days of the District response in Step Three (3) of the grievance process or the grievance shall be considered waived.

#### 15.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the District and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decisions shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the District and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. Failure of the arbitrator to render a decision within thirty (30) days shall not nullify the binding nature of the decision on the Union or the District.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the District and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

## **ARTICLE 16 - INSURANCE BENEFITS**

### **16.1 Eligibility**

Insurance benefits provided by the District shall only be available to those employees who are regularly scheduled to work thirty (30) hours per week.

### **16.2 Health Insurance**

A. Single Coverage: The District will pay 92% of the premium for the qualified high deductible health plan with a health savings account, 86% of the premium for the high deductible health plan with a health reimbursement account, or 71% of premium for the co-pay health plan.

B. Single + Child(ren) Coverage: The District will pay 89% of the premium for the qualified high deductible health plan with a health savings account, 83% of the premium for the high deductible health plan with a health reimbursement account, or 68% of premium for the co-pay health plan.

C. Family Coverage: The District will pay 86% of the premium for the qualified high deductible health plan with a health savings account, 80% of the premium for the high deductible health plan with a health reimbursement account, or 65% of premium for the co-pay health plan.

D. Two Married Employees: If two employees are legally married to each other, and both employees meet the definition of benefit eligibility for their contract or work agreement, the District will pay 97% of the premium for the qualified high deductible health plan with a health savings account, 91% of the premium for the high deductible health plan with a health reimbursement account, or 75% of premium for the co-pay health plan.

E. Health Reimbursement Arrangement (HRA): If an employee elects coverage in the high deductible health plan with a health reimbursement account, the District will contribute 50% of the plan's annual deductible to a health reimbursement account. The District's contribution will be in 1/24 increments of the annual amount and aligned to each paycheck where the employee gets a District contribution to the high deductible health plan.

F. Health Savings Account (HSA): If an employee elects coverage in the qualified high deductible health plan with a health savings account, the District will contribute 50% of the plan's annual deductible to a health savings account. The District's contribution will be in 1/24 increments of the annual amount and aligned to each paycheck where the employee gets a District contribution to the qualified high deductible health plan. Employees enrolled

in a qualified high deductible health plan can also contribute pretax contributions toward their HSA.

### 16.3 Life Insurance

Upon enrollment, within 30 days of hire, life insurance will be made available to benefit eligible employees in the amount of twice the employee's annual salary on schedule. Fifty percent (50%) of the premium cost shall be paid by the District and fifty percent (50%) of the premium cost shall be paid by the employee.

### 16.4 Long Term Disability Insurance

Upon enrollment, within 30 days of hire, Long Term Disability Insurance will be made available to benefit eligible employees with the District paying fifty percent (50%) of the premium cost and the employee paying the remaining fifty percent (50%) of the premium cost.

### 16.5 Dental Insurance

Dental Insurance through the District sponsored insurance program will be made available to employees during the first thirty (30) days of hire and during an annual open enrollment period. The District will contribute up to fifty dollars (\$50.00) per month towards the single premium and up to one hundred fifteen dollars (\$115.00) per month towards the family premium. The employee's contribution will be any additional amount that is over the District's contribution.

## ARTICLE 17 – RETIREMENT

### 17.1 Retirement Age

- A. For purposes of District provided retirement benefits under this contract, the official retirement age of the employee shall be determined by the age of the employee on their retirement date.

### 17.2 Early Retirement

Employees who are hired before 07/01/2013 and who retire after no less than ten (10) years of service as a unit member in Independent School District 535 and who have reached age fifty-five (55) shall qualify for the following benefits:

- A. Employees who retire after having reached the age of fifty-five (55) shall receive one (1) day's pay (based on pay at the time of retirement) for each day of accumulated sick leave to a maximum of one hundred and twenty (120) days' pay.
- B. In addition to the above, any employee who retires on or after the age of fifty-nine (59) receive one (1) day severance pay for each full ten (10) days of accumulated sick leave in excess of one hundred and twenty (120) days.

- C. Early retirement incentive pay shall be made in a lump sum payment to the Tax Deferred Plan selected by the District for the eligible employee, or, in the event of the death of the employee after the effective date of retirement and prior to payment, to the employee's beneficiary(ies). The lump sum payment will be split into two different accounts as directed by the bargaining unit – a special pay deferral plan and a health reimbursement arrangement according to the following agreed upon proportions.
- 75% in the health reimbursement arrangement
  - 25% into the special pay deferral plan

### 17.3 Retirement Savings and 403b Match:

- A. For employees hired prior to 07/01/2013 the district will match up to eleven dollars (\$11.00) per pay check to a District approved 403B. Any employee who participates in the District 403b match plan will have the District match contributions deducted from the severance payment.
- B. For employees hired on 07/01/2013 or later the district will contribute twenty-one dollars (\$21.00) per pay check to a District approved retirement HRA plan for each employee. In addition, the district will match up to twenty-one dollars (\$21.00) per pay check to a District approved 403B plan for each employee.

### 17.4. Employees who are employed prior to 07/01/2013 and who retire after no less than ten (10) years of service and who are no less than age fifty-five (55) at retirement may continue to participate in the District's health hospitalization insurance program as long as they desire, according to the following:

- A. Employees who retire at age fifty-five (55) to fifty-eight (58) inclusively shall be obligated to pay one hundred percent (100%) of the health hospitalization insurance premium costs. Those employees who retire at fifty-nine (59) to sixty-one (61) inclusively shall pay the entire cost for single coverage less a district contribution of three hundred fifty-eight dollars and fifty cents (\$358.50) and the entire cost for family coverage less a district contribution of three hundred sixty-three dollars (\$363.00).

However, an employee below the age of 59 who also qualifies for the Rule of 90 will receive a maximum district contribution of three hundred fifty-eight dollars and fifty cents (\$358.50) for single coverage and three hundred sixty-three dollars (\$363.00) for family coverage. All District paid benefits toward insurance premiums will be discontinued on the retired employees 65<sup>th</sup> birthday or upon the retired employee becoming eligible for Medicare, whichever occurs first. The coverage cannot be continued beyond the date the employee enrolls under any other group health plan.

- B. Employees who retire at age sixty-two (62) to sixty-five (65) or who become Medicare eligible, whichever is earlier inclusively shall pay the entire cost for single coverage less a district contribution of a maximum of seven hundred seventeen dollars (\$717.00) and shall pay the entire cost for family coverage less a district contribution of a maximum of five hundred eight

dollars and twenty cents (\$508.20). As of the sixty-fifth (65th) birthday of the retired employee, one hundred percent (100%) of the insurance premium cost shall be paid by the retired employee.

- C. Employees who retire at or after age sixty-five (65) or after becoming Medicare eligible, whichever is earlier may continue to participate in the District's health hospitalization program with one hundred percent (100%) of the premium cost paid by the retired employee.
- D. Employees may continue in the District's dental insurance program(at any age) with one hundred percent(100%) of the premium paid by the retired employee.

17.5 Employees who are employed 07/01/2013 or later and who retire after no less than ten (10) years of service and who are no less than age fifty-five (55) at retirement may continue to participate in the District's health hospitalization and dental insurance programs with one hundred percent (100%) of the premium paid by the retired employee.

#### 17.6 Survivor(s) Benefit

The District shall continue to provide health and dental insurance coverage to the survivor(s) of any employee, who at the time of death was employed by the District and who was enrolled in the District's plan with the survivor(s) already covered by the plan. One hundred percent (100%) of the premium cost shall be paid by the survivor(s). Survivors' coverage will end when the survivor fails to pay a premium on time, becomes eligible for Medicare, or becomes covered through another group plan.

### **ARTICLE 18 - GENERAL PROVISIONS**

- 18.1 Employees elected or selected by the Union to attend Union conventions, conferences, and/or seminars shall be granted a leave of absence without pay. If any employee exceeds six (6) days annually for the above reasons, the additional leave must have the approval of the District.
- 18.2 All necessary tools will be furnished by the District. Employees will never be expected to carry equipment on their person when employees are not actively utilizing the equipment.
- 18.3 Union meetings shall not be held on school time.
- 18.4 An employee must have been employed and started working by January 1 to be eligible for the annual step increase on July 1.
- 18.5 All new employees shall be given tests as a means of helping to determine their qualifications. Medical examinations shall also be required of all new employees. All employees who have not had aptitude tests may be required to take them to assist in determining qualifications for new job assignments.

- 18.6 The Union shall be permitted to have a maximum of three (3) representatives present without loss of pay at official grievance hearings, grievance arbitrations, negotiation mediation and negotiation arbitration sessions. All other loss of time for Union business shall be with full loss of pay, and/or additional Union representation at official grievance, mediation or arbitration sessions shall be with full loss of pay.
- 18.7 All maintenance personnel shall be directly responsible to a supervisor as established by the District. Minor requests will typically come directly from principals or assistant principals through the Facility Manager or the custodian-engineer in charge of each building. Changes of shift shall be considered to be major requests.
- 18.8 The District may contract out work as it deems appropriate; however, no member of this bargaining unit shall be laid off or demoted as a result of such contracting out. This section shall not be construed as to apply to staffing levels that may be determined by the District.
- 18.9 If an employee is required by the District to use a personal car, truck or van for work related travel, such as between District buildings, the employee shall be reimbursed at the mileage rate as established by Board policy. However, the mileage rate shall be no less than the established rate as of the date of ratification of this Contract. Mileage shall be determined by the District mileage chart. In no instance shall the employee be reimbursed for personal travel, such as from home to work or work to home. Mileage shall be subject to the approval of the District.
- 18.10 Employees shall be allowed a total of ten (10) minutes of the workday for cleanup time. This cleanup is used to prepare for lunch and/or to prepare for leaving at the end of the day. This time occurs onsite or in transition to a different overtime site.

## **ARTICLE 19 – CLASSIFICATION AND WAGES**

- 19.1 The following wage and salary schedule shall be incorporated as a part of this Agreement as Appendix A attached.
- 19.2 Employees governed by this Agreement will not make individual requests for wages adjusted other than during the annual Contract review. This does not cover promotions, transfers, demotions, or added duties which shall be governed by the District.
- 19.3 A. Structure of Schedule: A unit member shall progress one (1) step for each full fiscal year of service, subject to acceptable performance evaluations by the District. The District may withhold step increases in the event of unacceptable performance evaluations. Judgments reached by the District in performance evaluations shall not be subject to review through the grievance arbitration process.
- B. A unit member shall automatically progress through a full step in each year unless notified by the District that the unit member's performance has not been acceptable. Upon said notification employee will not be eligible for any step movement and/or any cost of living increase. This notice shall

take the form of a written evaluation by the District.

- C. A unit member will remain at that unit member's salary schedule step until acceptable performance is achieved.

- 19.4 When an employee fills in for another employee at a higher classification in an assignment that continues for more than ten (10) work days in duration, and this arrangement is approved by the Executive Director of Operation, or their designee, that employee shall receive a minimum of a five percent (5%) increase in pay, rounded up to the nearest amount on the wage schedule on which the employee is currently being paid and at the classification of the employee the employee is replacing. When an employee fills in for another employee at a higher classification in an assignment that is for ten (10) or fewer work days, that employee will receive a wage differential in the amount of seventy (70¢) cents per hour for the hours the employee works in that position.
- 19.5 Rochester Public Schools wants to reward employees who obtain a higher licensure bringing more knowledge and experience to the worksite. A compounding license stipend as itemized in Appendix A will be added to the employee's hourly wage for any valid licensure held by the employee. The Union, represented by the Union Stewards, and the Coordinator of Facility Services will develop a mutually agreed upon apprenticeship program that includes training and instruction to employees who wish to obtain boiler licensure or a higher boiler licensure.

The employees will be paid for any license they hold, no matter if they are used or required in the employee's current position with the ISD. Licensure stipends will compound upon each other. The District will reimburse employees for training costs for all listed licenses except for the Commercial Driver's License (CDL). The approval for the training costs of the CDL license will be determined by the Executive Director of Operations or their designee and will be specific to the requirements of the position an employee holds.

The employer will also post each position showing the bottom of the scale as well as the top of the scale in order to attract new hires. This is located on Appendix A

Probationary employees can't apply unless approved by the Executive Director of Operations or their designee.

- 19.6 In addition to base wages, maintenance employees will receive longevity based on the number of consecutive years worked in the district. Employees will be paid a semi-monthly payment beginning with the first paycheck following their anniversary date according to the following schedule.

Years	Per Paycheck \$
8-14	\$60.00
15-20	\$75.00
21-25	\$90.00
26+	\$105.00

19.7 Any individual who separates employment from the District prior to approval of this Contract or any successor Contract will not be eligible for retroactive pay or benefit increases that are provided to active employees.

19.8 Snow Removal Call-In Pay (for snow removal)

When employees designated for snow removal duty by their supervisor are called to work, and report to work, they are paid one hundred dollars (\$100) per snow event. An employee who does not show up for on-call duty will not be paid for the call-in pay for that day. Employees shall be compensated according to Article 7.4 for hours worked for snow removal. The District determines who is designated for snow removal.

19.9 HVAC On-Call Stipend

- A. All HVAC employees designated by their supervisor will be paid a six hundred dollar (\$600.00) yearly stipend each June 30th for being on-call on a rotating basis throughout the school year. The on-call rotation is determined by their supervisor.
- B. When an employee designated for HVAC by their supervisor is called to the worksite, the employee will receive a minimum of two (2) hours of pay at the employee's normal hourly pay rate.

**ARTICLE 20 - DISCIPLINE**

20.1 The District will discipline employees for just cause only. Statements by a supervisor to correct or improve the behavior or performance of an employee shall not be considered disciplinary action unless so noted by the District.

20.2 The following are deemed appropriate forms of discipline; however, the level and order of discipline shall be at the discretion of the District based upon the nature of the infraction.

- A. oral reprimand and warning;
- B. written reprimand;
- C. suspension without pay;
- D. demotion; or
- E. discharge.

A discharge may be preceded by a suspension with or without pay.

20.3 Written reprimands, suspensions, demotions, and discharges shall be issued in written notice to the employee, the employee's file, and to the Union's Business Agent and Chief Steward. If the District fails to send a copy to the Union, then the



effect of the disciplinary act shall not be impaired.

- 20.4 The employee will be notified if a potential meeting could lead to discipline in the future or if fact finding questions will be asked at a meeting with management. The employee assumes responsibility to request Union representation upon said notification. The Union and the Executive Director of Operations or their designee must within 5 days of the employer's notice, schedule a mutually agreeable future meeting. The District will conduct an interview before issuing discipline (unless the employee refuses to be interviewed), and will list misconduct precisely when issuing discipline, and will complete its interview of the employee within sixty (60) calendar days from when the complaint is received.
- 20.5 An employee subject to suspension, demotion or discharge shall not be questioned by the District concerning an investigation of the disciplinary action, unless the employee has been given the opportunity to have a Union representative present at such questioning.
- 20.6 Employees may examine their own individual personnel file at reasonable times and with reasonable notice to the District and under direct supervision of the District. An employee shall have the right to place in the employee's personnel file a written response, which shall be attached to the relevant document. An employee *can request* discipline or other letters in the file which are more than 36 months old be removed. This final determination would be made by the district. This determination is not subject to grievance.
- 20.7 Grievances of disciplinary action shall be initiated at Step three (3) of the grievance procedure under Article fifteen (15).

## **ARTICLE 21 - SAVINGS CLAUSE**

In the event any provision of this Agreement shall be declared invalid by a court or agency of jurisdiction, such provision shall be voided or suspended subject to appeal in compliance with the decree of jurisdiction. All other provisions of this Agreement shall continue in full force and effect. The voided or suspended provision may be renegotiated at the written request of either party.

## **ARTICLE 22 - PUBLICATION OF CONTRACT**

Electronic copy of this Contract shall be provided to all Union employees within forty-five (45) days after the Contract is signed.

## **ARTICLE 23 - DURATION**

- 23.1 This Agreement shall continue in full force and effect from July 1, 2024, through June 30, 2026, and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act, as amended. Either party shall give notice sixty (60) days prior to the annual expiration date of this Agreement that it desires to modify or amend said Agreement.
- 23.2 The terms and conditions set forth in this master contract shall constitute the complete agreement between the parties. No past practices, administrative interpretations or any other actions or communications on behalf of either party shall be deemed to be part of this master contract. Grievances may be filed only to resolve the dispute or disagreement involving a provision within this master contract, and shall not include any past practice.

## SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed on the date first above stated:

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

INDEPENDENT SCHOOL  
DISTRICT NO. 535,  
ROCHESTER, MINNESOTA

By \_\_\_\_\_  
Curtis Marquardt, Chief Steward

By \_\_\_\_\_  
Cathy Nathan, Chair

By \_\_\_\_\_  
Philip Dayland, Steward

By \_\_\_\_\_  
Karen MacLaughlin, Clerk

By \_\_\_\_\_  
Brad Ackman, Steward

By \_\_\_\_\_  
Dr. Kent Pikel, Superintendent

By \_\_\_\_\_  
Jada Oliver , Business Agent

By \_\_\_\_\_

Karl Bakken, Executive Director of Human Resources

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

Dated:

## APPENDIX A

Salary Schedule 2024-2025									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A13		\$20.00	\$20.32	\$20.98	\$21.32	\$21.69	\$22.05	\$22.41	\$22.80
B21		\$21.92	\$22.57	\$22.92	\$23.24	\$23.58	\$23.91	\$24.64	\$25.07
B22		\$23.30	\$24.11	\$24.49	\$24.87	\$25.27	\$25.64	\$26.49	\$27.00
B23		\$23.88	\$24.68	\$25.11	\$25.49	\$25.89	\$26.30	\$27.16	\$27.68
B24		\$24.47	\$25.29	\$25.72	\$26.14	\$26.59	\$27.01	\$27.90	\$28.45
B31		\$25.62	\$26.22	\$26.82	\$27.29	\$27.78	\$28.25	\$29.22	\$29.82
B32		\$26.46	\$27.08	\$27.70	\$28.20	\$28.71	\$29.21	\$30.20	\$30.83
B33		\$30.31	\$31.03	\$31.75	\$32.32	\$32.91	\$33.49	\$34.62	\$35.34

Salary Schedule 2025-2026										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A13			\$20.84	\$21.50	\$21.84	\$22.21	\$22.57	\$22.93	\$23.32	\$23.71
B21			\$23.09	\$23.44	\$23.76	\$24.10	\$24.43	\$25.16	\$25.59	\$26.02
B22			\$24.63	\$25.01	\$25.39	\$25.79	\$26.16	\$27.01	\$27.52	\$28.03
B23			\$25.20	\$25.63	\$26.01	\$26.41	\$26.82	\$27.68	\$28.20	\$28.72
B24			\$25.81	\$26.24	\$26.66	\$27.11	\$27.53	\$28.42	\$28.97	\$29.52
B31			\$26.74	\$27.34	\$27.81	\$28.30	\$28.77	\$29.74	\$30.34	\$30.94
B32			\$27.60	\$28.22	\$28.72	\$29.23	\$29.73	\$30.72	\$31.35	\$31.98
B33			\$31.55	\$32.27	\$32.84	\$33.43	\$34.01	\$35.14	\$35.86	\$36.58

Plus these added to any of the above cells when licensure is held

<b>Chief</b>	+	\$0.90	
<b>1<sup>st</sup> Class</b>	+	\$0.40	
<b>2<sup>nd</sup> Class</b>	+	\$0.30	
<b>CPO</b>	+	\$0.25	Can add CPO to CDL, 1 <sup>st</sup> Class, 2 <sup>nd</sup> class and Special
<b>Special</b>	+	\$0.15	
<b>CDL</b>	+	\$0.30	Can add CDL to CPO, Chief, 1 <sup>st</sup> Class, 2 <sup>nd</sup> class and Special
<b>Well Licensure</b>	+	\$0.15	Applies to 1 position at Mighty Oaks
<b>RULE Licensure</b>	+	\$0.25	Applies to Utility Support Technicians

- A-1-3 Custodian I
- B-2-1 Custodian II / Assistant Custodian Engineer II
- B-2-2 Custodian Lead II
- B-2-3 Custodian Lead IV / Custodian Lead Night / Grounds and Trucking Operator
- B-2-4 Custodian Lead VI
- B-3-1 Truck Driver Lead
- B-3-2 Lock Smith / Grounds Equipment Operator Lead / Utility Support Technician
- B-3-3 Utility Support Technician Lead

**MEMORANDUM OF AGREEMENT (APPENDIX B)**  
**Employment of Seasonal Employees**

School District #535 and Local 320 agree that the District may employ seasonal employees to help with grounds work between April 15 and October 15. The employment of seasonal employees will not replace current employees and the employees will receive no benefits. Hourly pay for these positions will be at a step one of the A-1-1 classification.

School District #535 and Local 320 agree that the District may employ seasonal employees to help with maintenance work, not to exceed ten (10) seasonal staff hired, between June 1<sup>st</sup> and August 31<sup>st</sup>. The employment of seasonal employees will not replace current employees and the employees will receive no benefits. Hourly pay for these positions will be at a step one of the A-1-1 classification.

\_\_\_\_\_  
For the District      Date

\_\_\_\_\_  
For Local 320      Dat

**MEMORANDUM OF AGREEMENT (APPENDIX C)**  
**2024-2026**  
**ADVERTISING OF THE A13 POSITION**

Parties: The District and Teamsters Local 320 (Maintenance)

Date: July 2016

Re: The agreement regarding continual advertising of A11 Position

The Rochester School Board of Independent School District #535 and the Maintenance Unit of Teamsters Local #320 have reached an agreement to continually advertise the A13 Position while staffing needs are severe.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For Local 320

Date \_\_\_\_\_

Date \_\_\_\_\_

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