

**INDEPENDENT
SCHOOL DISTRICT**

834

Master Contract

**2021-2022
2022-2023**

**CUSTODIAL EMPLOYEES
(INTERNATIONAL UNION OF OPERATING ENGINEERS)**

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ARTICLE I - PURPOSE

Section 1 – Parties

This agreement, entered into between the School Board of Independent School District 834, Stillwater, Minnesota, hereinafter referred to as the school board and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for custodians, custodian drivers and grounds persons during the duration of this agreement.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 – Recognition

In accordance with P.E.L.R.A., the school board recognized the International Union of Operating Engineers, Local No. 70, as the exclusive representative of the custodial, custodian driver and grounds persons employees employed by Independent School District 834 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 2 – Appropriate Unit

The exclusive representative shall represent all custodial employees of the district as classified in this agreement and in said act and as certified by the State Labor Conciliator on June 16, 1961.

ARTICLE III - RIGHTS

Section 1 – Terms

Terms used in this agreement shall have those meanings as defined by the P.E.L.R.A.

Section 2 – Rights

Employer and employee rights shall be as contained in P.E.L.R.A. and all management rights and functions not expressly delegated are reserved to the school board.

Section 3 – Voluntary Dues Checkoff

Employees shall have the right to request and be allowed dues check-off for the exclusive representative. Upon receipt of a properly executed authorization from the employee, the school board shall deduct from the employee's paycheck the dues the employee has agreed to pay to the exclusive representative. Deductions may be terminated by the employee by giving written notice to that effect to the business office with a copy to the exclusive representative. Union dues that the employee has agreed to pay during the period as

provided in a properly executed authorization card shall commence 31 days from the date of employment.

Section 4 – Policies

Policies and regulations as adopted by the school board and not provided for herein shall be in operation.

ARTICLE IV - DEFINITIONS

Section 1 – Days

Reference to days in this agreement shall mean working days.

Section 2 – Full Time Employee

Employees regularly scheduled to work six or more hours per day, or 30 hours per week shall be considered full-time employees.

Section 3 – Part Time Employee

Employees regularly scheduled to work less than six hours per day, or 30 hours per week, shall be considered part-time employees.

Section 4 – Employment Date

The first date of most recent continuous service in the district shall be considered the employee's employment date.

Section 5 – Seniority Date

The first date of most recent continuous service, including school board approved leaves, in the custodial employee bargaining unit, shall be considered an employee's seniority date.

ARTICLE V – WAGES AND COMPENSATION

Section 1 – Wages & Salaries – Appendix A

The wages and salaries reflected in Appendix A, which is attached to and part of this agreement, shall be in effect for the period commencing July 1, 2021 and ending June 30, 2023.

Section 2 – Wage Schedule Step Advancement

Employees hired on or before December 31 shall be paid at their starting step on the salary schedule. Effective the following July 1 employees shall be advanced to the next step. Employees hired after December 31 shall be paid at their starting step on the salary schedule

until July 1 of the following calendar year. Thereafter, employees shall advance on the salary schedule as of July 1 until the top step has been reached. In the event a successor agreement is not entered into prior to July 1, 2023, an employee shall remain at the same step as compensated during the 2022-2023 contract until a successor agreement is reached.

Section 3 – Pay Dates

Employees will be paid twice per month. If any pay date falls on a Saturday, Sunday, or holiday, employees will be paid on the last business day immediately preceding. All employees are required to use electronic deposit in the employee's choice of direct deposit account. New employees will be required to work the equivalent of one full pay period, prior to receiving a paycheck. Payment will be made the pay period after the employee has met this requirement.

Section 4 – Substitute Head Custodian Engineer

In the absence of the head custodian, the second engineer at the site shall be assigned the responsibilities of the head custodian and shall be compensated at their hourly rate plus an additional \$5.00 per day for such duties. In the event the second engineer is unable to fulfill the duties of the head engineer, a mutually agreed upon qualified employee may be assigned the responsibilities of the head engineer. After the head custodian has been absent for five continuous days, the substitute will receive regular head custodian rates from the sixth day until the head custodian returns to the job. If the employee was eligible for shift premium pay under Section 8, this premium pay will cease on the sixth day. In circumstances where it is known in advance that the length of the substitute assignment will exceed five days, the employee shall receive the regular head custodian rate beginning on the first day of the assignment.

Section 5 – Substitute Second Engineer

A custodian substituting for the second engineer in a building will receive a premium of \$3.00 per day for the first five days and then will be paid the regular rate for that position. In circumstances where it is known in advance that the length of the substitute assignment will exceed five days, the employee shall receive the regular rate beginning on the first day of the assignment.

Section 6 – Long Term Substitutes

After substituting in the same position for 67 days, a substitute custodian will be paid the beginning wage rate for that position. The substitute custodian will not be eligible to receive fringe benefits.

Section 7 – Split Shift Premium

Employees on a split shift schedule, not qualifying for premium pay for a work shift starting after 12:00 noon, shall receive \$.20 per hour additional pay, not to exceed nine months each school year.

Section 8 – Shift Premium When Subbing In A Higher Classification

Bargaining unit employees who are regularly assigned to a shift that pays a shift premium will continue to be paid that premium when assigned to substitute for another employee on a shift not requiring shift premium pay. These provisions shall only be applicable during student contact days.

Section 9 – Regular Shift Premium

Employees who are regularly assigned to a shift that makes them eligible to receive shift premium payment, as defined in Appendix A – Salary Schedule, shall receive such premium for all hours worked, as well as for vacation, sick leave, and holiday hours.

Section 10 – Physical Examination

To be eligible for employment, new custodial employees shall be required to complete a health examination. The exam must be completed at a clinic determined by the district and will be paid for by the school district.

Section 11 – Groundspersons

Groundspersons assigned to a custodial position, during the period of November 15 through March 15 of each year will be paid Class V level pay for actual hours worked each day, when an incumbent performs grounds classification work.

ARTICLE VI - HOURS

Section 1 – Working Hours

Subd. 1 – Working hours as determined by the school administration may include an A shift (majority of the hours worked are between 6:00 a.m. – 12:00 p.m.), and a B shift (majority of hours worked are between 12:00 p.m. and 9:00 p.m.) and a C shift (majority of the hours worked are between 9:00 p.m. and 6:00 a.m.) In all schools, employees may be assigned to the evening shift on the nights that they are needed for evening activities. Alternative shift assignments may be made on a temporary basis with eight hours advance notice for emergency events and 36 hours for non-emergency events. Employees will be notified of a shift change in writing, 15 days in advance.

Subd. 2 – The work week shall be 40 hours per work week. The normal work week shall be established by the employer. The regular workweek shall start at midnight, Saturday night.

With prior approval of the Coordinator of Facilities and Site Operations before May 1 of each year, the normal five-day work week may be modified during the summer months, when school is not in session.

Section 2 – Weekend Building Checks

The head engineer of a building will be responsible for the firing of the boiler and weekend building checks in the building for which the head engineer is in charge on Saturday, Sunday, and holidays. The specific months and times during each school year when such building checks shall be made will be determined by the Coordinator of Facilities and Site Operations in consultation with the building Principal(s). The head engineer may divide the work with other qualified personnel as the head engineer desires.

Section 3 – Overtime

Subd. 1 – Custodians and grounds personnel may be required to work overtime. The senior qualified person at the site will be offered the overtime first. During the times of the year when the boilers are not operating, a boiler license will not be considered a required qualification in order to be eligible for assignment to overtime. Such periods of time shall be designated by the Coordinator of Facilities and Site Operations.

Subd. 2 – Except for those employees whose regularly scheduled work week includes Saturday and Sunday, employees shall be free of extra work assignments on Saturdays, Sundays and holidays unless paid at an overtime rate. There will be a payment of one hour overtime for opening and closing a building outside of the regular workday when no other custodial service is required.

Subd. 3 – Except as provided in Subd. 6 below, the overtime rate for weekdays and Saturdays shall be one and one-half (1 1/2) times one's regular A-Shift rate with credit for individual experience. A B-Shift differential will be paid at a straight time rate for all overtime hours worked on a weekday if such is applicable.

Subd. 4 – The overtime rate for Sundays, unless part of regularly scheduled work week, and holidays shall be two times the employee's regular A-Shift rate, for hours actually worked. On December 25, 2021, April 17, 2022, December 25, 2022, and April 9, 2023, the employee will receive three times their regular A-Shift rate for hours worked. Employees eligible for shift premium shall be eligible to receive such premium at straight time rate. For employees whose regularly scheduled work week includes Sunday, they are eligible for double or triple time for approved time worked outside their regular work schedule on Sundays.

Subd. 5 – All overtime hours may include a classification premium at a straight time rate if the assignment requires a special license or responsibility.

Subd. 6 – An employee called back to work after the conclusion of their shift, and before the start of the next, or on weekends and holidays, shall be guaranteed two hours pay at the appropriate overtime rate.

Subd. 7 – Holiday and vacation hours shall be considered hours worked for purposes of calculating overtime. Except as provided in Subd. 8, sick leave and other leaves, paid or unpaid, shall not be considered as hours of work for purposes of calculating overtime.

Subd. 8 – Sick leave shall be considered hours worked for purposes of calculating overtime when an employee, who is not regularly scheduled to work on Saturday or Sunday, receives a call back or is required by the District to report to work on those days.

Section 4 – Compensatory Time

Subd. 1 – Compensatory time is working beyond the regular workday/year as authorized by the administrator in charge.

Subd. 2 – Compensatory time may be granted in lieu of overtime upon mutual agreement between the employee and the administrator in charge.

Subd. 3 – Compensatory time must be used within two months. If compensatory time cannot be used within the two-month period, then the administrator in charge may require payment of accumulated comp time.

Subd. 4 – Prior approval to use compensatory time must be obtained from the authorizing administrator.

Subd. 5 – Compensatory time cannot be used whenever a substitute is necessary to replace the employee while using the compensatory time.

Subd. 6 – Compensatory time shall be given at one- and one-half times (1 1/2), after 40 hours, subject to state and federal laws.

ARTICLE VII – JOB POSTINGS, SENIORITY AND PROMOTIONS

Section 1 – Posting

All vacancies in full-time positions shall be posted for six working days. All such postings will appear on the district's website and an electronic copy sent to each building principal and head custodian, the union steward, and to Local 70.

Section 2 – Applications

All employees under this agreement may submit applications for any vacancy that is posted pursuant to this article, a copy of the filling of the vacancy to be sent to the union and steward. All shift "A" position vacancies shall be posted district wide.

Section 3 – Seniority

In general, seniority will apply in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position except those positions involving a promotion which shall be filled as provided in Section 4. Employees are not eligible to transfer to any vacancies during the probationary period or during a six-month period following an unsatisfactory performance review, except with Administration's approval. Employees who transfer to a vacancy which results in an increase of their hours of work by 50% or more shall serve a 180 working day probation period. The

administration reserves the right to make any transfers that it feels are in the best interest of the school district.

Section 4 – Promotions

For purposes of this Section, a promotion is defined as moving to the higher classification involving a basic increase in pay.

Subd. 1 – In filling positions involving a promotion, the position shall be filled by the school district with the best qualified candidate as determined by the school district. In making its determination, the administration shall consider the employee's qualification and aptitude for the position as well as his/her length of service with the school district along with other relevant factors. Employees promoted to new positions will serve a 60 working day probation period.

Subd. 2 – If in review of applications, the school district is going to recommend that the job be awarded to a less senior employee or an outside applicant, the union shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the school business official.

Section 5 – Employment Credit

A new custodian hired into a custodial position may be given credit for prior experience for purposes of initial placement on the salary schedule.

Section 6 – Probationary Period

Subd. 1 – New employees will be considered on probation until the Coordinator of Facilities and Site Operations certifies in writing that the employee's work, cooperation with other employees, attendance, safety practices, and general attitude meet expectations. Performance reviews will be conducted at the end of 30, 90, and 180 working days. If no notice of failure to obtain certification is received within the 180 days, the employee shall be considered to have successfully completed their probationary period. Employees having successfully completed their probationary employment period will be evaluated in writing by the Coordinator of Facilities and Site Operations at least once every other year. The employee will receive a copy of all evaluations.

Subd. 2 – During the probationary period, employment may be terminated for any reason, by action of the school board, with written notice of such action to the employee. During the probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance alleging a violation of another provision.

Section 7 – Notification

The school district will notify the union office in writing, within ten days of the new employee's starting date. The notification will include the employee's name, address, rate of pay, classification, hours worked per day, and hours worked per year. The employer will notify the union office of all employees leaving the employment of the district.

Section 8 – Lay-Off Procedure

When reducing the work force, the school board will use the following procedure:

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

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

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

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

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

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

Subd. 7 – Notification of recall shall be by certified mail, return receipt requested, to the last known address of the employee being recalled. The employee must respond in writing to the recall offer within seven calendar days. The date of return to work shall be at least 14 calendar days from the date the employee responds to the notice of recall.

Subd. 8 – Employees who fail to respond in writing or fail to report to work shall waive their rights to re-employment.

Subd. 9 – The school board reserves the right to require a physical examination at district expense prior to re-employment of an employee on the recall list in order to determine that the employee is physically able to perform the required job tasks.

ARTICLE VIII – TRAININGS, IN-SERVICE COURSES, AND MEETINGS

Section 1 – Required Training, In-Service Courses And Meetings

The district will reimburse the cost of the tuition, and/or wage for employees required to attend trainings and meetings. All custodial employees must attend these sessions as directed. In cases where the exam is part of the required course, the district will reimburse the exam fee.

Section 2 – Non-Required Training And In-Service Courses

The district may pay the tuition for non-required job-related training with prior administrative approval.

Section 3 – Boiler Licensure

The district will determine the boiler license requirements for an engineer's position. The requirements can be found in the position job description. Employees obtaining a First Class or Chief's license shall be required to complete a 40-hour boiler training session prior to being eligible for the licensure pay as defined in Appendix B. The district will reimburse the employee the cost of such training. The additional pay shall take effect the first date of the pay period, following receipt of certification.

Section 4 – Payment For Licensure

Subd. 1 – The district shall provide payment for licenses held in accordance with Appendix B. No license pay increases will take effect until the certification is effective. License increases will be in effect the first day of the next pay period following receipt of certification information to Human Resources.

Subd. 2 – The district reserves the right, on a temporary basis, to utilize licensure for which an employee is receiving licensure pay.

Subd. 3 – Licensure pay shall not be included in the calculation of overtime.

ARTICLE IX – VACATIONS AND HOLIDAYS

Section 1 – Vacations

Subd. 1 – Requests for vacation must be submitted to the Coordinator of Facilities and Site Operations, at least ten days in advance, whenever possible. Granting of vacation requests will be made at management discretion, and approved based on building needs.

Subd. 2 – Requests for vacations shall be honored on a first come first serve basis. If two requests are received on the same day, seniority will be used as the tiebreaker.

Section 2 – Vacation Accrual Schedule

Subd. 1 – Employees shall earn vacation in accordance with the schedule below:

For 2021-2022

Year of Employment	Weeks Earned per Year
1 – 5	2
6 – 10	3
11+	4

For 2022-2023

Year of Employment	Weeks Earned per Year
1 – 5	2
6 – 10	3
11-19	4
20+	5

Subd. 2 – Vacation accrual shall occur on July 1 each year. The total vacation earned during a fiscal year shall be available to the employee at the beginning of the year.

Subd. 3 – Employees beginning employment after July 1 shall earn a pro-rata amount of vacation.

Subd. 4 – Up to ten days of vacation accrued during a fiscal year may be carried over into the next fiscal year.

Subd. 5 – An employee cannot borrow vacation time from the next year.

Subd. 6 – During the school year, when students are present, an employee may not use more than ten days of vacation at one time. Requests for vacation should be made at least ten days prior to taking vacation.

Subd. 7 – Upon termination, the employee's last paycheck will be adjusted for any vacation used in excess of what has been earned.

Subd. 8 – Upon leaving the school district, an employee will be paid for earned accrued leave.

Subd. 9 – Effective July 1, 2022 employees hired from a Local 70 job site shall be granted the same vacation accrual level as they had in their previous Local 70 Job Site.

Section 3 – Holidays

All 52-week employees shall be entitled to ten paid holidays each year which shall include Independence day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, and Memorial Day. The remaining holidays will be designated no

later than May 1 of the preceding year. Employees who are not scheduled to work 52 weeks per year will receive all eligible holidays that fall within their scheduled working year.

ARTICLE X - LEAVES

Section 1 – Sick Leave

Subd. 1 – Employees shall earn one day of sick leave for each month worked. Employees working less than a full fiscal year shall earn sick leave on a pro-rated basis.

Subd. 2 – The total sick leave to be earned during a fiscal year shall be available to the employee at the beginning of the year, except that during the initial year of employment only, the total sick leave allowable for the contract year will be available to the employee after working a minimum of one day. Upon termination, the employee's last check will be adjusted for any sick leave used in excess of what has been earned.

Subd. 3 – Sick leave is to be used for absences resulting in an employee's physical or mental illness, therapy, examinations, and consultations, or that of a minor child. Sick leave may be utilized for absences due to illness or injury of the employee's spouse, adult child, sibling, parent, grandparent, or stepparent, up to 160 hours per 12-month period, beginning July 1 of each year, pursuant to M.S. 181.9413.

Subd. 4 – Unused sick leave days may accumulate without limit except that not more than 120 days may be utilized for any single disability. Additional days may be used on a pro-rated basis to supplement Long Term Disability coverage.

Subd. 5 – The 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. The district will pay the cost of the medical evaluations when the district designates the physician.

Subd. 6 – An employee who is unable to work because of personal illness or disability, and who has exhausted all accumulated sick leave available may be granted a medical leave of absence for the duration of the fiscal year during such illness or disability. Upon school board approval, this leave may be extended a maximum of one additional year upon written request by the employee, on the basis of medical certification, during which time the employee will retain job rights.

Subd. 7 – In the event of an occupational accident or illness, the benefit will be the difference between the Worker's Compensation Benefit, when payable, and the employee's regular daily rate of pay, computed to the nearest half day. Sick leave is to be deducted for only that portion beyond workers compensation to full salary.

Subd. 8 – Sick leave shall be paid only upon submission and approval of request by appropriate administrator.

Subd. 9 – Up to ten days of sick leave may be utilized for adoption of a child or for paternal leave upon the birth of a newborn child.

Section 2- Sick Leave Bank

Employees may participate in the District Sick Leave Bank, under the terms provided to other employee groups, to the extent that the sick leave bank continues to be offered by the District.

Section 3 – Emergency Leave

Subd. 1 – An employee may be granted up to two days of emergency leave per year. For purposes of this Section, emergency leave is defined as compelling business that cannot be conducted outside the workday. Reasons for such absences may include, but are not limited to, funerals not covered by bereavement leave, required attendance in the court of law, legal consultations, required academic situations, and leave the employee is eligible to use under school conference leave.

Subd. 2 – Emergency leave may never be used to extend a vacation, for business trips with spouse, to get married, for a honeymoon, for hunting or fishing trips, or in lieu of sick leave.

Subd. 3 – Falsifying an emergency leave request is grounds for dismissal.

Section 4 – Bereavement Leave

Up to five days per occurrence of paid leave may be granted for death in the immediate family. For purposes of this Section, immediate family is defined as spouse, children, stepchildren, parents, spouse's parents, stepparents, brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, grandparents, and grandchildren.

Section 5 – Parental Leave

Subd. 1 – A parental leave without pay may be granted by the school district subject to the provisions of this Section. Parental leave may be requested because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2 – An employee shall request parental leave in writing at least three calendar months in advance of the intended leave.

Subd. 3 – The school district may adjust the proposed beginning or ending date of a parental leave so that the dates are coincident with some natural break in the school year.

Subd. 4 – Parental leaves may be granted up to one full year following the school year in which the leave was granted.

Subd. 5 – An employee returning from parental leave shall be re-employed in a position equivalent to the position held prior to taking the leave.

Subd. 6 – An employee returning from parental leave will be placed on the next higher step on the salary schedule only if the employee has worked at least one-half of the prior year.

Subd. 7 – During the period of parental leave, accrued sick leave will be held in credit. The employee is eligible to continue all insurance benefit plans but must pay the total premiums for these programs.

Subd. 8 – Whenever parental leave extends to the end of a school year; the employee must notify the Superintendent in writing by April 1 of the intent to return or not return to the district the following year. Whenever possible, the administrator, if requested, will meet with the employee returning from leave to determine building assignment.

Subd. 9 – If an employee chooses to utilize disability leave, the employee must continue to work until a doctor certifies that she can no longer fulfill the requirements for the position. The employee is required to return to work or take parental leave as soon as she is physically able to do so. After the birth of a child, a certificate of disability from the doctor is required every two weeks. During the period of disability only, the employee is eligible to receive sick leave and disability leave benefits.

Subd. 10 – If the reason for parental leave is occasioned by pregnancy and the period of confinement is interrupted, the employee may return to work prior to the ending date of the leave only if she is physically able and a suitable opening is available.

Subd. 11 – Periods of time when an employee is on parental leave may not be used to satisfy probationary time requirements.

Section 6 – Emergency School Closing

Subd. 1 – If school is canceled for students by the Superintendent because of weather conditions, all custodial employees are expected to report to work at their regularly scheduled time (except if notified otherwise), unless they are unable to report due to road conditions, or they are absent for a reason acceptable on any other working day (illness or personal leave).

Subd. 2 – If an employee cannot get to work because of transportation problems, the employee is to call the administrator in charge as soon as possible.

Subd. 3 – A custodial employee, who works 52 weeks per year, will be charged with one day of vacation for each emergency day they are absent unless the administrator in charge feels it is desirable to work out a compensatory time program on an hour for hour basis.

Subd. 4 – If a custodial employee is unable to get to work because of weather conditions and the day has not been designated as an emergency, the employee must arrange for a compensatory day of work or be charged with one day of vacation.

Section 7 – Jury Duty

Subd. 1 – An employee who is called to jury service should notify the Human Resources office immediately so that arrangements to excuse an employee to serve may be made if necessary.

Subd. 2 – Employees who are absent because of jury service will receive their regular salary from the district during the period of service provided that the pay received for jury service, less any reimbursement for mileage and expenses, will be receipted to the district.

Section 8 – Short Term Leave

Short term leave without pay shall be available according to the following provisions:

Subd. 1 – An employee desiring a short-term leave without pay shall present a written request to the immediate supervisor at least 15 days prior to the beginning of the leave.

Subd. 2 – During the first year of employment, the Human Resources Supervisor may grant up to five days of leave, provided that an acceptable substitute is available.

Subd. 3 – Starting with the third year of employment, the Human Resources Supervisor, after consulting with the immediate supervisor, may approve up to ten days of leave during any two-year rolling period of time. The two-year period will be determined by looking back two years from the date of the request.

Subd. 4 – No short-term leave without pay will be granted if an employee has applicable paid leave available.

Section 9 – School Conference Leave

In accordance with Minnesota Statute 181.9412, the employer will grant an employee leave up to a total of 16 hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-working hours. School conference and classroom activities will apply only to students in grades kindergarten through 12. Such leave is unpaid unless the employee has Emergency Leave, or other applicable paid leave, available to them.

ARTICLE XI - INSURANCE

For all insurance programs, the school board will make payment of its share of insurance premiums to provide insurance coverage for the full 12-month period commencing on July 1 and ending on June 30, for all full time employees.

The selection of the insurance carrier shall be made by the school district as provided by law. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be against the school district as a result of a denial of insurance benefits by the insurance carrier.

Section 1 – Eligibility For Benefits

Subd. 1 – Full time employees and employees working at least four hours per day, and whose position is at least 172 working days per year shall be eligible to receive health and welfare benefits as described in this Article.

Subd. 2 – Part-time employees hired on or after January 1, 2016, will not be eligible to participate in health and hospitalization insurance benefits.

Subd. 3 – Effective January 1, 2018, employees may only be covered under one policy under each of the district's insurance plans, i.e., health and dental. Employees covered as a spouse under a Stillwater School District employee's plan shall be eligible for a VEBA contribution as defined in this Article.

Sub. 4 – Employees hired on or after January 1, 2018, shall not be eligible to participate in the non-high deductible plan and shall be eligible to participate in the high deductible plan only.

Subd. 5 - Upon termination of employment, not including retirement, all school board participation and contribution shall cease, effective on the last day of the month in which employment ends.

Section 2 – Health And Hospitalization Insurance

Subd. 1 – The school district shall provide a monthly contribution toward the premium for single or family insurance coverage for eligible employees who qualify for and are enrolled in, any of the district's group health and hospitalization plans the amount provided by the district shall be as follows, however, this amount shall not exceed the actual cost of insurance premiums:

Full-time employees (six or more hours per day) participating in the non-high deductible insurance plan:

July 1, 2021 through June 30, 2022: Up to \$1,874
July 1, 2022 through June 30, 2023: Up to \$1,996

Part-time employees (at least four but less than six hours per day) participating in the non-high deductible insurance plan:

July 1, 2021 through June 30, 2022: Up to \$781
July 1, 2022 through June 30, 2023: Up to \$822

Full-time employees (six or more hours per day) participating in the high deductible/HRA/VEBA insurance plan:

July 1, 2021 through June 30, 2022: Up to \$1,518
July 1, 2022 through June 30, 2023: Up to \$1,616

Part-time employees (at least four but less than six hours per day) participating in the high deductible insurance plan:

July 1, 2021 through June 30, 2022: Up to \$626
July 1, 2022 through June 30, 2023: Up to \$666

For full-time employees participating in the high deductible/HRA/VEBA insurance plan, the

monthly contribution to a VEBA shall be as follows:

July 1, 2021 through June 30, 2023

Family Coverage: \$250.00

Single Coverage: \$125.00

For full-time employees provided a VEBA contribution due to coverage under another Stillwater School District employee's insurance policy, the monthly district contribution to a VEBA shall be as follows:

Effective January 1, 2018: \$189.58

There shall be no contribution to a VEBA for part-time employees participating in the high deductible/HRA/VEBA insurance plan.

Subd. 2 – The district's contribution shall be made in conjunction with regularly scheduled salary payments.

Subd. 3 – The cost of any premium that exceeds the district's monthly contribution shall be paid by the employee by payroll deduction.

Subd. 4 – The health and hospitalization program will be coordinated with Medicare to provide equivalent coverage with the regular program.

Section 3 – Dental Insurance

The district shall provide a monthly contribution toward the premium for dental coverage, including dependent coverage, for full-time employees who qualify for and are enrolled in the district's dental insurance plan. The amount provided shall be as follows, however, this amount shall not exceed the actual cost of the insurance premium:

July 1, 2021 through June 30, 2022: Up to \$97.00

July 1, 2022 through June 30, 2023: Up to \$100.00

Section 4 – Group Term Life Insurance

Subd. 1 – The district shall provide \$10,000 worth of group term life insurance for each full-time employee. After five years, group term insurance equal to two and one-half (2 ½) times the annual salary to the nearest thousand dollars, exclusive of overtime, will be provided and adjusted yearly.

Subd. 2 – Employees will have the option of paying the premium for group term life insurance in excess of \$50,000, consistent with the provisions of Subd. 1 of this Section or elect to reduce such coverage to \$50,000.

Subd. 3 – So long as permitted by the school district's group insurance carrier, employees may purchase additional life insurance coverage on their spouse and/or children. The cost of

the premium for this optional life insurance shall be borne by the employee and paid by payroll deduction.

Section 5 – Short-Term Disability Income Protection

Subd. 1 – Full-time employees become eligible for coverage upon completion of one full day of employment. To be eligible for short term disability, an employee must be actively at work, which is defined as being present and employed for at least six hours per day, working at least 30 hours per week, in a regular capacity.

Subd. 2 – Short-term disability shall be available, upon receipt of medical certification, when sick leave benefits have been exhausted, but not before the tenth day of a disability. Short-term disability income protection shall cease when the combination of sick leave and short-term disability total 120 days.

Subd. 3 – Employees on pre-approved unpaid leaves of absence are ineligible to participate in this benefit during the period of such leave. Eligibility for short-term disability shall resume on the anticipated return to work date.

Subd. 4 – The school district shall provide eligible employees with short-term disability income protection equal to 70% of the employee's base daily rate of pay for each working day of disability.

Section 6 – Long-Term Disability Insurance

Subd. 1 – Full-time employees become eligible for coverage upon completion of one full day of employment. To be eligible for long-term disability, an employee must be actively at work, which is defined as being present and employed for at least six hours per day, working at least 30 hours per week, in a regular capacity.

Subd. 2 – The school district shall provide eligible employees with long-term disability insurance equal to 60% of one-twelfth (1/12) of the employee's basic annual earnings in effect prior to the date of the disability, after fulfilling the plan waiting period.

Subd. 3 – Employees will have the option of paying the entire premium for long-term disability coverage on a payroll deduction basis.

Section 7 – Insurance Committee

A representative selected by the custodial employees will be a member of the District Insurance Review Committee. The committee shall review the operation of current insurance programs, including benefit and claim payments, study and recommend changes in coverage and review RFP's and proposals.

ARTICLE XII – RETIREMENT PROVISIONS

Age of retirement shall be governed by applicable state and federal statutes. An employee may elect early retirement effective when they reach the age of 55.

Section 1 – Continuation Of Insurance

Subd. 1 – Employees hired prior to November 3, 1997, who are 55 years of age and have ten consecutive years of employment in the school district, immediately preceding their retirement, may continue as a member of the group medical insurance plan for up to ten years or until they reach Medicare eligibility. The employee is eligible to continue single or dependent coverage under the lowest cost non-high deductible plan, at district expense, provided they maintained such coverage prior to retirement and elect such coverage. Such coverage shall cease if the retired employee becomes eligible for insurance coverage from another employer.

Subd. 2 – When an employee reaches Medicare eligibility by virtue of employment status and age, the school district shall make available a Medicare supplement plan in the form of a guaranteed conversion policy to the retiree at the retiree's expense.

Subd. 3 – For those employees who retire without ten consecutive years of service immediately preceding retirement, the school board shall continue the group health and hospitalization plan for those who elect such coverage and who are between the ages of 62 and 65. Such coverage shall cease when the employee reaches age 65. Such employees will pay the entire premium for such coverage. For employees electing to participate in the high deductible/HRA/VEBA option, there shall be no district contribution to a VEBA.

Subd. 4 – Employees who begin work on or after November 3, 1997, shall be ineligible for district paid retiree insurance. Effective July 1, 2009, employees hired on or after November 3, 1997, who are not eligible for retiree insurance, but meet the requirements for district paid health insurance, will receive a district contribution of \$500 to be deposited into a district designated post-retirement Health Care Savings Plan (HCSP) at the conclusion of each school year, and no later than June 30.

Subd. 5 – The school board shall continue the group health and hospitalization plan and provide the full premium cost for all eligible surviving dependents of an employee who dies while actively working in District 834. Such coverage shall extend for one calendar year from the date of the employee's death. In cases where the employee was enrolled in the high deductible/HRA/VEBA option, there shall be no district contribution to the VEBA.

Section 2 – Retirement Pay

The school board shall provide retirement pay to employees who retire from District 834 according to the following provisions:

Subd. 1 – Employees who begin work on and after November 3, 1997, shall not be entitled to benefits provided in this Section.

Subd. 2 – An employee who has completed at least ten years of consecutive and permanent/active service who retires at the age of 55 or older, shall receive an amount equal to 100% of the employee's number of unused accrued sick leave days, times the employee's

current daily rate, not to exceed a maximum of 100 days pay, upon separation from the School District. In no event shall the employee's retirement pay be less than 50 days.

Subd. 3 – Retirement pay shall not be provided to any employee discharged for cause by the school board.

Subd. 4 – Under the terms of this contract, the district will make payment to the designated, 403(b), 457, or Healthcare Savings Account as provided in the Special Pay Deferral Plan and the Healthcare Savings Plan, and in accordance with state and federal laws. The school district will contribute the value of 100% of the employee's retirement pay entitlement directly into the retiree's Special Pay Deferral Plan account.

Subd. 5 – If the employee dies before the retirement payment has been made, the balance due shall be paid to a named beneficiary, or lacking same, to the estate of the deceased.

Subd. 6 – An employee who is eligible for retirement pay may receive such pay only once during their working career with the District.

Section 3 – Matching Tax Deferred Plan

Full time employee shall be entitled to a matching school district contribution of up to 3% of their current annual salary, not to exceed \$2000 per year, to a tax deferred account, subject to Minnesota Statutes. Effective July 1, 2022 Full time employee shall be entitled to a matching school district contribution of up to 3.5% of their current annual salary, not to exceed \$2500 per year, to a tax deferred account, subject to Minnesota Statutes

Subd. 1 – The district contribution will begin when the employee establishes participation in an eligible investment program as defined by Minnesota Statute. The district match cannot be accumulated on a retroactive basis if an employee elects to begin participation after the first year of eligibility.

Subd. 2 – Changes or initial entry into the plan shall occur on the first pay day following the date information is received by the Human Resources Department.

Subd. 3 – Employees hired prior to November 3, 1997, who elect to participate in the matching tax deferred plan, may do so with the amount of matching board contribution being deducted from their final retirement pay amount.

ARTICLE XIII – WORKER'S COMPENSATION

An employee who is injured on the job shall receive such compensation as prescribed by the Worker's Compensation Law of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain his regular salary for a period not to exceed the employee's sick leave reserve.

ARTICLE XIV – DISCIPLINE/GRIEVANCE PROCEDURE

Section 1 – Progressive Discipline

The school district recognizes the concept of progressive discipline as appropriate. Progressive discipline may include, but is not limited to, oral reprimand, written reprimand, notice of deficiency, suspension without pay, or discharge. The district reserves the right to exercise a level of discipline consistent with the seriousness of the infraction.

Section 2 – Grievance Definitions

A "grievance" shall mean an allegation by an employee or the exclusive representative resulting in a dispute or disagreement between the employee or the exclusive representative and the school board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

Section 3 – Representative

The employee, exclusive representative, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

Section 4 – Definitions And Interpretations

Subd. 1 – Extension – Time limits specified in this agreement may be extended by mutual agreement.

Subd. 2 – Days – Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3 – Computation of Time – In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday.

Subd. 4 – Filing and Postmark – The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Subd. 5 – The employee or the exclusive representative and the school board or its designee may waive any level of this procedure by written mutual agreement.

Subd. 6 – Notwithstanding the action of any employee, the exclusive representative shall be informed of all formal grievances, and shall receive a copy of all grievances, decisions, and appeals.

Subd. 7 – All meetings or hearings provided for in this grievance and arbitration procedure shall be conducted at a mutually agreeable time and employees who participate in such meetings or hearings shall not be deducted wages or leave credit for such participation.

Section 5 – Time Limitation And Waivers

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the immediate supervisor setting forth the facts and the specific provision of the agreement allegedly violated, and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred.

Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the immediate supervisor.

Section 6 – Adjustment Of Grievance

The school board and the employee or the exclusive representative shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1 – Level I – If the grievance is not resolved through informal discussions, the school board designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2 – Level II – In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or their designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within ten days after the meeting, the Superintendent or their designee shall issue a decision in writing to the parties involved.

Subd. 3 – Level III – In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing ten days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board will set a time to hear the grievance within 20 days after receipt of the appeal.

Within 20 days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 7 – School Board Review

The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided that the school board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision, provided such decision is issued within ten days of notification.

Section 8 – Denial of Grievance

Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal to the next level. In the event that a meeting of the parties has not taken place, either party shall be granted one meeting of the parties involved to negotiate in good faith prior to proceeding to arbitration.

Section 9 – Arbitration Procedures

In the event that the employee or the exclusive representative and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1 – Request – A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and the exclusive representative and such request must be filed in the office of the Superintendent within ten days following receipt of the decision in Level III of the grievance procedure.

Subd. 2 – Prior Procedure Required – No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3 – Selection of Arbitrator – Upon proper submission of a grievance under the terms of this procedure, the parties shall within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator pursuant to MS 179.70, Subd. 4, providing such request is made within 20 days after the request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4 – Submission of Grievance Information

1. Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the school board the following:
 - a. The issue involved
 - b. statement of facts
 - c. Position of the grievant
 - d. the written documents relating to Section 6 of the grievance procedure

2. The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5 – Hearing – The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6 – Decision – The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. of 1971.

Subd. 7 – Expenses – Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party.

The parties shall share equally fees and expenses of the arbitrator, the cost of transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8 – Jurisdiction – The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XV - DURATION

Section 1 – Term And Reopening Negotiations

This agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021 and hereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

Section 2 – Effect

This agreement constitutes the full and complete agreement between the school board and the exclusive representative representing the custodial and custodial/driver 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.

It is mutually agreed by the parties that in the event negotiations are not completed by July 1, all conditions and benefits in this agreement shall be maintained in full force and effect until completion of negotiations.

Section 3 – Finality

Any matters relating to the current contract term whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement.

Section 4 – Severability

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

APPENDIX "A" SALARY SCHEDULE – WAGES AND COMPENSATION

DESCRIPTION		<u>2021-2022</u>	<u>2022-2023</u>
I	Head Custodian Engineer High School Stillwater Middle School/ECFC Campus	25.54	27.24
II	Head Custodian Engineer Oak-Land Middle School Heads Grounds Person	24.91	26.59
III	Head Custodian Engineer Elementary Central Services	24.00	25.66
IV-A	Night Foreperson/Engineer High School	23.52	25.16
IV-B	Night Foreperson/Engineer Oak-Land Middle School Stillwater Middle School/ECFC Campus	23.17	24.81
V	Second Engineer	<u>2021-2022</u>	<u>2022-2023</u>
	Elementary		
	Central Services	1 21.44	1 23.03
	Grounds Personnel	2 21.80	2 23.40
	Mail Delivery Driver	11 22.39	9 24.01
VI	Regular Custodian	<u>2021-2022</u>	<u>2022-2023</u>
		1 17.41	1 18.89
		2 18.24	2 19.74
		3 21.24	3 22.83
		11 21.96	9 23.57

A Shift - Majority of hours fall between 6 a.m. - 12 p.m.

B Shift - Majority of hours fall between 12 p.m. - 9 p.m. - 20¢ more than A shift rate

C Shift - Majority of hours fall between 9 p.m. - 6 a.m. - 10¢ more than B shift rate

APPENDIX "B" – LICENSURE PAY SCHEDULE

Boilers License	<u>Hourly</u>
Chief	\$.50
First Class	\$.30
Second Class	\$.20
Special	\$100 One-Time Lump Sum*

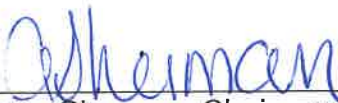
*Upon receipt of certification to HR

Pool Licensure	<u>Hourly</u>
	\$.15

Well Licensure	<u>Hourly</u>
	\$.10

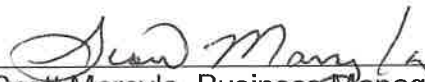
NOTE: Licensure pay shall be calculated on base rate only, not subject to overtime in accordance with Article VIII, Section 4, Subd. 3.

Stillwater ISD #834

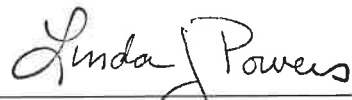

Alison Sherman, Chairperson

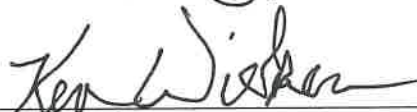

Dr. Jennifer Cherry, Assistant Superintendent

International Union of Operating
Engineers, Local No. 70

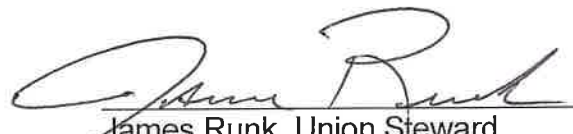

Scott Marsyla, Business Manager


President


Recording Secretary


Ken Wieken, Business Rep.


Travis Aslakson, Union Steward


James Runk, Union Steward

Dated this 19 day of October, 2022

MEMORANDUM OF AGREEMENT

It is hereby agreed between Stillwater Area Public Schools, Independent School District No. 834, and the International Union of Operating Engineers, Local 70, that the School District may create the job classification of Seasonal Grounds Worker, subject to the following conditions:

1. The objective of the Seasonal Grounds Worker position is to supplement the full time grounds crew during the summer months to maintain the District's grounds and athletic fields.
2. The hourly wage for Seasonal Grounds Workers shall not exceed 90% of the negotiated rate for Level VI, Step 2.
3. An employee who is in this job classification will be expected to work six months or less in a 12 month period.
4. Seasonal Grounds Worker shall not be eligible for any benefits under the Master Contract except those which may be required by law.
5. Overtime will be offered to full time grounds employees before Seasonal Grounds Worker.

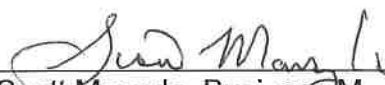
This MOU shall be effective beginning July 1, 2021 and continue until the 2023-2025 Master Contract is ratified.

Signed this 19 day of October, 2022

For: Stillwater ISD #834

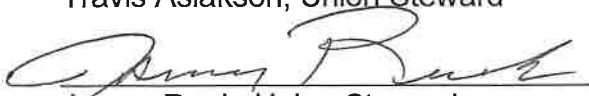

Dr. Jennifer Cherry, Assistant Superintendent

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


Scott Marsyla, Business Manager


Ken Wieken, Business Rep.


Travis Aslakson, Union Steward


James Runk, Union Steward