

AGREEMENT

between

HOLDINGFORD ISD #738

and

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

CUSTODIAN UNIT

July 1, 2023 through June 30, 2025

Table of Contents

ARTICLE I – PURPOSE.....	3
ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	3
ARTICLE III – DEFINITIONS	3
ARTICLE IV – SCHOOL BOARD RIGHTS.....	4
ARTICLE V – EMPLOYEE RIGHTS.....	5
ARTICLE VI – RATES OF PAY	7
ARTICLE VII – GROUP INSURANCE.....	10
ARTICLE VIII – LEAVES OF ABSENCE	11
ARTICLE IX – HOURS OF SERVICE AND DUTY YEAR	16
ARTICLE X – HOLIDAYS	18
ARTICLE XI – VACATIONS.....	19
ARTICLE XII – DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD.....	20
ARTICLE XIII – VACANCIES	21
ARTICLE XIV – REDUCTION IN FORCE.....	22
ARTICLE XV – GRIEVANCE PROCEDURE.....	23
ARTICLE XVI – PUBLIC OBLIGATION	27
ARTICLE XVII – SHOE ALLOWANCE.....	27
ARTICLE XVIII – TRAINING	27
ARTICLE IXX – DURATION.....	28
APPENDIX A	30

ARTICLE I – PURPOSE

Section 1. Parties. This Agreement is entered into between Independent District No. 738 Holdingford, Minnesota, hereinafter referred to as the District, and the International Union of Operating Engineers, Local No. 70, St. Paul, Minnesota, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the custodial workers of the District.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the District recognizes the International Union of Operating Engineers, Local No. 70, St. Paul, Minnesota as the Exclusive Representative for the custodial workers employed by the District, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of the Bureau Mediation Services, if any.

Section 3. Negotiation Time. The union steward shall be allowed up to sixteen (16) hours per contract year with pay to participate in contract negotiations when in mediation, and/or grievance meetings and grievance arbitration scheduled during the employee's work hours. Any time in excess of sixteen (16) hours per contract year can be made up later.

ARTICLE III – DEFINITIONS

Section 1. Terms and Conditions of Employment. The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees. In the case of professional employees

the term does not mean educational policies of a School District. Terms and conditions of employment are subject to section 179A.07.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term Unit shall mean all custodians/maintenance employees of Independent School District No. 738, Holdingford, Minnesota, who are public employees within the meaning of Minn. Stat. Section 179A.03, Subd. 14.

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

Section 4. Employee Status.

Subd. 1. Full-time Employees: Defined as employees who are scheduled to work forty (40) hours per week, fifty-two (52) weeks per year.

Subd. 2. All Other Employees. Defined as employees who are scheduled for less than 2080 hours per year.

Section 5. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. A public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy 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, selection of personnel, and direction and the number of personnel. No public employer shall sign an agreement which limits its right to select persons to serve as supervisory employee or state managers under section 43A. 18, Subd. 3., or requires the use of seniority in their selection.

Section 2. Management Responsibilities. The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the

operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effects of Laws, Rules and Regulations. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designed officials of the District. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The Exclusive Representative also recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be void and without effect.

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

ARTICLE V – EMPLOYEE RIGHTS

Section 1. Right to View. Nothing contained in this Agreement shall be construed to limit impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join. Pursuant to P.E.L.R.A., Section 179A.06, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the District.

Section 3. Request for Dues Check-Off. The Exclusive Representative shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check-off, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employees paycheck the dues that the employee has agreed to pay to the employee organization in equal payroll installments. The District will notify the Exclusive Representative of changes in the District's eligible work force.

Subd. 1. Transmit Fees. The District will transmit membership dues and fair share fees to the Exclusive Representative within thirty (30) days after the end of each payday.

Subd. 2. Hold Harmless. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, duties, claims, damages, judgments and executions or other forms of liability, liquidated or non-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of membership dues specified by the Exclusive Representative in writing as provided herein.

Section 4. Right of Notification.

Subd. 1. Member Information. The District will provide the following contract information to the Exclusive Representative in spreadsheet format: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer. The spreadsheet will be

routinely updated and the Exclusive Representative will have full access to review the list at any time.

Subd. 2. New Hires. The District will notify the Exclusive Representative of any new staff hired to a position in the bargaining unit within 20 calendar days form the date of hire. The District will also provide 30 paid time to the Exclusive Representative and new members within 30 calendar days of hire. When possible the Exclusive Representative will meet with the new hires as a group.

Subd. 3. Change in Employment Status. The District will notify the Exclusive Representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

ARTICLE VI – RATES OF PAY

Section 1. Regular Rates of Pay. See Appendix A for rates of pay.

Effective July 1, 2023, employees classified as Grade IV Custodians who were in Steps 0 – 3 of Scale for school year 2023 – 2024, will have a base rate of \$18.00 per hour, plus Longevity as stated in this Section.

Employees classified as Grade IV Custodians who were at Step 4 – 6+ of Scale for school year 2023 – 2024 will have a base rate of pay of \$19.02 per hour, plus Longevity as stated in this Section.

Employees classified as Grade VII Custodians (Night Lead) for school year 2023 – 2024, will have a base rate of \$22.07 per hour, plus Longevity as stated in this Section.

Employees classified as Grade VIII Custodians (Head Custodian) for school year 2023 – 2024, will have a base rate of \$24.53 per hour, plus Longevity as stated in this Section.

Effective July 1, 2024 employees classified as Grade IV Custodians who were in Steps 0 – 3 of Scale for school year 2024 – 2025, will have a base rate of \$19.05 per hour, plus Longevity as stated in this Section.

Employees classified as Grade IV Custodians who were at Step 4 – 6+ of Scale for school year 2024– 2025 will have a base rate of pay of \$20.07 per hour, plus Longevity as stated in this Section.

Employees classified as Grade VII Custodians (Night Lead) for school year 2024 – 2025, will have a base rate of \$23.12 per hour, plus Longevity as stated in this Section.

Employees classified as Grade VIII Custodians (Head Custodian) for school year 2024 – 2025, will have a base rate of \$25.58 per hour, plus Longevity as stated in this Section.

Longevity. Employees shall receive \$0.10 per hour to their regular rate of pay for each year of service from their date of hire for all hours worked. July 1 of each year is recognized as the date the additional Longevity credit becomes effective.

Shift Differential. All employees that are scheduled to a shift which begins on or after 12:00 p.m., but before 3:00 p.m., shall receive a shift premium of \$0.25 per hour for each hour worked. All employees scheduled to a shift which begins on or after 3:00 pm shall receive a shift premium of \$0.50 per hour for each hour worked, until 6:00 am the following day.

Call-In. Employees called back to work a shift on short notice shall receive the regular rate of pay plus shift differential if applicable times 10%.

Automated Controls Stipend. Employees that are trained and become competent in the operation of the District's automated controls system shall be compensated an additional fifty cents (\$0.50) per hour for all hours worked. Employees shall receive the stipend while training. The Employer shall designate a minimum of one (1) custodian per shift.

Minnesota Boiler License Stipend. Employees who hold a Minnesota Boiler Engineer's License shall receive an additional fifty cents (\$.50) per hour.

1st Class C licensure \$1.50 additional per hour to employee currently holding MN 1st Class C Engineer's License. Retroactive to October 20, 2022.

1st Class C Engineers shall be \$1.00 per hour to the properly licensed employee.

Certified Pool Operator. Employees who are current with certification as a Pool Operator shall receive an additional \$0.25 per hour.

Section 2. Sick and Safe Leave Buy Back. All employees that have reached the maximum accumulation of sick leave will sell back the unused banked days on record as of June 30 at 50% of the Sick and Safe value. Full-time employees will sell back days to return to 93 days and less than full-time employees will sell back days to return to 56 days.

Section 3. Meetings/Seminars/Trainings. An employee shall be allowed to attend field related meetings/seminars/trainings and shall not suffer a loss in wages. The District shall make a district vehicle available or pay District mileage rate to facilitate travel. All attendance must be pre-approved by the Superintendent or his/her designee.

Trainings shall include, but not limited to, subjects such as: boilers, HVAC, swimming pools, carpentry, energy systems, fire suppression, health and safety, building climate automation and heavy equipment operations, etc.

Employees shall be compensated based on their normal work hours Monday through Friday and not be eligible for overtime for travel or other circumstances.

Section 4. Matching Annuity. The District will match on a dollar for dollar basis an annual employees' contribution to a 403b annuity. For full-time employees the District will match:

<u>Years of Service</u>	<u>District Match</u>
0-1	\$0
2-10	\$200
11-20	\$400
21+	\$450

Total years of service determine the level and your scheduled hours determine the pro-rated amount.

ARTICLE VII – GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the District as provided by law.

Section 2. Health and Hospitalization Insurance.

Subd. 1. Single Coverage. The District shall contribute a prorata share up to \$10,978.46 in 2023 – 2024 and \$11,527.38 in 2024 – 2025 towards the premium for individual coverage for each employee employed by the District who qualifies for and is enrolled in the District's group health plan. Premiums are paid monthly. Any balance left to the District's monthly contribution shall be deposited into the employee's VEBA account.

Subd. 2. Dependent Coverage. The District shall contribute a prorata amount of up to \$14,021.95 in 2023 – 2024 and \$14,723.04 in 2024 – 2025 for each employee employed by the District who qualifies and is enrolled in the District's group health plan. Premiums are paid monthly. Any balance left to the District's monthly contribution shall be deposited into the employee's VEBA account.

For those custodians who do not take District Health Insurance, a District contribution of \$2,500 will be deposited in the employee's VEBA account in-lieu-of waiving the District health insurance coverage.

Subd. 3. Claims Against the District. It is understood that the District's only obligation is to purchase a group health and hospitalization insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contributions. An employee is eligible for District contribution as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District contribution shall cease.

- A. Any employee who retires from the School District and has twenty (20) years of service with the District and is fifty-five

(55) years of age shall be eligible to continue in the group insurance coverage at full cost to the retired employee until the age of sixty-five (65).

Subd. 5. Eligibility. Benefits provided in this Article are intended to apply to all employees.

Subd. 6. Health and Hospitalization Contract Re-opener. In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that may result in a revised Contract between the parties that eliminate or reduce penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution towards the employee's health care benefits as a result of addressing the 'highly compensated employee' component of the Affordable Care Act (ACA) will be placed into another School District-provided benefit(s) (i.e., a retirement HAS, salary, combination, etc.) as agreed upon between the parties.

Section 3. LTD. The Employer to provide and contribute the full cost of a long term disability policy for each member covered by this agreement. All benefits will be paid according to the terms of the insurance contract in force at the time of claim.

Section 4. Term Life Insurance. The Employer to provide and contribute the full premium cost of a term life insurance policy for all members of this unit. The policy value shall be the employees annual wages rounded to the net higher thousand. All benefits will be paid according to the terms of the insurance contract in force at the time of claim.

ARTICLE VIII – LEAVES OF ABSENCE

Earned Sick and Safe Leave will be credited to the Leave Management system on July 1 of each year. This includes Sick and Safe Leave, vacation and personal leave.

If the employee leaves the employment of the District prior to the end of the fiscal year, personal, vacation, and Sick and Safe Leave shall be prorated based

on the number of days worked to the point of separation. If the employee has used more Sick and Safe Leave than earned, the employee will pay the District the amount of such Sick and Safe Leave used in excess of the amount earned.

Section 1. Sick and Safe Leave.

Subd. 1. Full-time Employees. Shall earn 12 days Sick and Safe Leave accumulated to one hundred five (105) days.

Subd. 2. All Other Employees Less Than Full-Time. These employees will earn nine (9) days of Sick and Safe Leave per year with an accumulation of sixty-five (65) days. Sick and Safe Leave earned will be based on hours worked.

Subd. 3. Sick and Safe Leave Usage. Sick and Safe Leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability which prevented attendance and performance of duties on that day or days. Sick and Safe Leave with pay shall be allowed for the employee's immediate family as defined in MN ST. 181.9413.

Subd. 4. Sick and Safe Leave Verification. The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for Sick and Safe Leave after three (3) days of illness. The District shall have the right to refuse to put an employee back to work until the employee has a medical statement that the employee is physically able to perform the work required.

Subd. 5. Deduction of Sick and Sick Leave. Sick and Safe Leave allowed shall be deducted from the current Sick and Safe Leave earnings before using any accumulated Sick and Safe Leave earned by the employee.

Subd. 6. Sick and Safe Leave Request Form. Sick and Safe Leave pay shall be approved through the District's Leave Management System.

Section 2. Worker's Compensation. Pursuant to M.S. 176, an employee injured on the job in the service of the District and collecting worker's compensation insurance, may draw Sick and Safe Leave and receive full salary

from the District, the salary to be reduced by an amount equal to the worker's compensation insurance payments and only that fraction of the days not covered by insurance will be deducted from accumulated Sick and Safe Leave.

Section 3. Emergency Leave.

Subd. 1. A full-time employee shall be granted five (5) non-accumulative paid emergency leave days and part-time employees shall be granted four (4) days of non-accumulative paid emergency days at the beginning of each school year to be used at the discretion of the employee for such emergencies as deaths, funerals, family illnesses not covered by sick leave, court appearances, estate settlements and acts of God. Those five (5) days will not be deducted from Sick and Safe Leave. An employee shall also be able to use five (5) additional days that shall be deducted from Sick and Safe Leave.

Subd. 2. Requests for Emergency Leave. Requests for Emergency Leave shall be arranged with the Superintendent, or in the absence of the Superintendent, the principal, as soon as possible, either in person or via telephone. A formal request for Emergency Leave shall be made in writing as soon as practical.

Subd. 3. Emergency days can be a full day or part day depending on the emergency. May take as little as one (1) hour at a time, at the discretion of the Superintendent.

Section 4. Medical Leave.

Subd. 1. Medical Leave Usage. An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all accumulated Sick and Safe Leave, may upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the District.

Subd. 2. Requests for Medical Leave. A request for a medical leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and

estimated time at which the employee is expected to be able to assume all prior responsibilities.

Section 5. Parental Leave. A maternity/paternity or adoption leave of absence without pay shall be granted for a period of up to six (6) months to a natural parent or adoptive parent, who requests such leave in writing, in conjunction with the birth or adoption of a child.

Subd. 1. Requests for Parental Leave. A request for maternity/paternity or adoption leave shall be at least thirty (30) days prior to the date on which the leave is to begin. The request for maternity/paternity leave will indicate the intended date of return. Every reasonable effort will be made to abide by these dates.

Subd. 2. Granting of Parental Leave. Any employee parent-to-be may request parental leave in writing to the School Board, and such leave shall be granted when the leave requested is to begin at any time between the commencement of the pregnancy or adoption. All requests that are granted shall include either a physician's statement certifying the pregnancy, a copy of the birth certificate, or a copy of notification of adoption.

Subd. 3. Sick and Safe Leave Usage. All or any portion of a leave taken by an employee because of disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are temporary disabilities and may at the employee's option, be charged to her available Sick and Safe Leave, providing the employee has not been on unpaid leave of absence immediately prior to her disability. If the School Board has cause to believe the improper use of Sick and Safe Leave has been made, it may require an employee to provide medical evidence of illness.

Section 6. Military Leave. Military leave shall be granted in accordance with Minnesota Statutes.

Section 7. Jury Duty. A leave with pay shall be granted to any employee on jury duty. All monies received from the court for the jury duties shall be turned over to the District, except for expenses.

Section 8. Personal Leave. Those employees that are not eligible for vacation shall receive three (3) personal days per year for 0 – 5 years of service and four (4) personal days for 6+ years of service, accumulative to no more than six (6) days. Personal leave shall be allowed to be taken in hour increments.

Subd. 1. Request for Personal Leave. Requests for personal leave shall be submitted to the employee's supervisor three (3) days prior to taking such leave, except in an urgent situation. At no time shall more than one (1) employee, per shift, be granted personal leave on any one given day, at the discretion of the Superintendent.

Section 9. Requested Leave of Absence. A leave of absence without pay of up to one (1) year may be granted to any employee who has been employed by the District for five (5) or more consecutive years.

Subd. 1. Application for Leave of Absence. Application for leave shall be submitted in writing to the School Board by April 1st.

Subd. 2. Extension of Leave of Absence. This leave may be extended at the discretion of the School Board.

Section 10. Insurance Applications. An employee who is on any type of leave described in this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing at the beginning of the leave, and shall pay to the District the monthly premium in advance.

Section 11. Credit. An employee who returns from an unpaid medical leave shall retain experience credit for pay purposes and other benefits which has accrued at the time the medical leave commenced. No credit shall accrue for the period of time that an employee was on unpaid medical leave.

Section 12. Eligibility. Benefits provided in this article are intended to apply to full-time and full-time school session employees.

ARTICLE IX – HOURS OF SERVICE AND DUTY YEAR

Section 1. Normal Week. The normal work week shall consist of forty (40) hours, five (5) consecutive days Monday through Friday. Hours worked shall be exclusive of unpaid lunch period. The normal work week and the work day may be modified by mutual consent.

Section 2. Overtime. Authorized overtime hours shall be paid at the overtime rate of 1.5 times the hourly rate set forth in this Agreement, to a maximum of sixty (60) accumulated hours. Compensatory time may be taken in lieu of paid overtime hours with prior approval.

Custodians who work weekends (Saturday or Sunday) shall be paid at time-and-a-half (1-1/2) at the applicable rate for all hours worked.

Section 3. Lunch Period. Employees shall be provided a duty free lunch period of thirty (30) minutes. This time frame may be extended by mutual agreement between the employee and the District.

Section 4. Breaks. Employees shall be provided a fifteen (15) minute paid break for each four (4) hours worked excluding the duty free lunch.

Section 5. Part-Time Employees. The District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. The District agrees, however, to first give current qualified employees the opportunity to work more hours (up to 40) whenever possible.

Section 6. Work Shift. Work shifts shall be established by the District. The District, will, however, give at least ten (10) working days' notice before changing normal work shifts. A change of hours with less than ten (10) days' notice may be done with mutual consent of the employee and the District.

Section 7. Night Differential. Employees scheduled to a shift which begins on or after 12:00 p.m. shall receive a shift premium for each hour worked as set forth in Article VI of this Agreement.

Section 8. Emergency Call Back. When an employee is called back to work the employee shall receive a minimum of two (2) hours at the appropriate rate of pay.

Section 9. Building Checks (Weekends and Holidays). Building check shall be compensated at a two (2) hour minimum for each building check. A building check includes checking all school buildings.

Section 10. School Closing. In the event school is closed early because of inclement weather (snow storm), all employees that are on duty shall be excused after buses have returned from their routes without a payroll deduction. A maximum of two (2) days will be allowed for early closing and all day cancellations per school year.

In the event that the two (2) snow days are not used, employees shall have those days compensated by a District contribution of one hundred dollars (\$100.00) for each snow day into the employee's VEBA account each year by June 30th.

Section 11. Short Notice. Any employee called back to work within 16 hours of the end of his or her scheduled shift shall receive the premium as stated in Article VI.

Section 12. Working in a Higher Class. In the event of an absence of the Day Lead or Night Lead Custodian, the most qualified senior employee shall assume the duties and responsibilities of the absent Lead.

Following five (5) consecutive days of assuming the duties and responsibilities of a Lead Custodian, said custodian shall receive that rate of pay.

Section 13. E-learning Day. In the event the school has ordered an E-learning day because of inclement weather (snow storm) or other reason, all employees that are scheduled to work on that day will report to the building to complete normal routes and/or complete work assigned by the Head Custodian to receive a full day of pay.

Custodial staff will be expected to report to work on E-learning days unless a State of Emergency is declared for Stearns County, or are directed differently by the superintendent and/or the Head Custodian.

When students engage in E-learning in accordance school board adopted E-learning Day plan under Minnesota Statute 120A.414, the District will make

reasonable efforts to allow staff to adjust schedules and/or use accrued personal or vacation time.

In the event a custodian chooses to not work on an E-learning day, the custodian may use one of the following options:

- The employee may use a Personal Day
- The employee may use a vacation day
- The employee may use Comp Time

ARTICLE X – HOLIDAYS

Section 1. Paid Holidays. All full-time employees shall receive the following paid holidays.

- | | |
|--|------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| July Fourth | Christmas Day |
| Labor Day | New Year's Eve |
| Two (2) Floating Holidays (upon approval on non-student contact days). | |

Subd. 1. All employees that are classified as less than full-time shall receive the following paid holidays:

- | | |
|-------------------------------------|--|
| New Year's Day | Day after Thanksgiving |
| Good Friday | Christmas Eve Day |
| Memorial Day | Christmas Day |
| Thanksgiving Day | July 4 th (if working during this period) |
| Labor Day (if school starts before) | |

Section 2. Vacation Holidays. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

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

Section 4. Holiday Pay. Whenever the District requires any employee, who is eligible for holidays, to work on any holiday as set forth in Section 1 of this Article will receive time and one-half plus full pay for the holiday. An employee required to perform services of the on December 24 or December 25 shall be compensated at two (2) times their hourly rate of pay in addition to any holiday pay or other pay.

Section 5. Recognized Holidays on Weekend Days. Holidays that fall on Saturday shall be observed on the preceding Friday and holidays that fall on Sunday shall be observed the following Monday.

ARTICLE XI – VACATIONS

Section 1. Vacation Schedule. Every full-time employee as defined in Article III, Section 4 shall be eligible for paid vacation on the following schedule:

- 1 week during the first year of employment
- 2 weeks during the 2nd through 4th year of employment
- 3 weeks during the 5th through 8th year of employment
- 4 weeks during the 9th through 15th year of employment
- 5 weeks during the 16th year of employment and thereafter

Section 2. Vacation Accrual. June 30 will be the date used for the computation of vacation benefits. Benefits will be assigned on July 1.

As of July 1, 2021, any new employees hired between January 1 and June 30, will not receive a full year credit toward vacation accrual in the first 6 months of employment.

Section 3. Vacation Usage. The use of vacation will be scheduled according to the needs of the instructional program and is subject to pre-approval by the employee's direct supervisor and entered into the leave management system. The Employer agrees to make a reasonable attempt to approve vacation based on the employee's request. The maximum carryover of vacation days on July 1 for an employee is ten (10) days.

Section 4. Vacation Payout. Upon separation of employment, custodian employees shall be paid out of all accrued vacation balances at the present rate of pay.

ARTICLE XII – DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period. The first six (6) months of employment, not including summer layoff, shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the District and cannot bid on any job posting. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the District. Probationary employees shall have the right to bring a grievance on the other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period. Change of Classification: In addition to the initial probationary period an employee transferred or promoted to a different classification (grade) shall serve a new probationary period of three (3) months in any such new classification. During this three (3) month probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to the former position within the former classification.

Section 3. Discipline.

Subd. 1. Cause. An employee who has completed the probationary period may have disciplinary action imposed for cause.

Subd. 2. Procedure. Disciplinary action shall be conducted in private and not in the presence of students, teachers, or other School District employees, except District administration, unless failure to act immediately might prove harmful to the health and welfare of the students or other individuals.

Subd. 3. Normal Disciplinary Sequence. The normal disciplinary sequence shall be as follows:

1. Oral Reprimand
2. Written Reprimand (copy to the Union office)
3. Suspension with or without pay or demotion (copy to the Union office)
4. Discharge (copy to the Union office)

This subdivision shall not be interpreted to prevent the School District from discharging immediately for cause, nor from changing the above sequence depending upon the severity of the action for which the discipline is being administered.

Subd. 4. Discharge of Employees. Employees may be discharged without recourse during their initial probationary period. The District may discharge any permanent employee for cause.

Section 4. Seniority Dates. Employees shall acquire seniority upon completion of their initial probationary period as defined in the Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the District at the date of hire.

Section 5. Promotional Seniority. An employee who is promoted to a supervisory position within the School District shall be entitled to the seniority they had at the time of the promotion if the employee is returned to the bargaining unit within twelve (12) months of the promotion.

Section 6. Part-Time Seniority. In the event a part-time employee becomes a full-time employee, such employee shall be credited for time of service on a prorated basis; i.e., 4 years as a part-time, 4-hour per day employee, equals 2 years full time credit when the employee becomes a full-time employee; this time to be used to compute advancement on wage and benefit schedules. All years of service for all employees under this contract shall be applicable.

ARTICLE XIII – VACANCIES

Section 1. Posting. In the event of a job opening and/or a new position, said job opening and /or new position will be posted within five (5) working days

of the event. The job shall be posted for a period of five (5) working days of the event. The job shall be posted for a period of five (5) working days and a recommendation will be made as soon as practicable to the School Board. Bargaining unit members shall be given the opportunity to bid for job openings.

Section 2. Filling Vacancies. When an employee bids for a position in the same or a lower classification, seniority will be considered as a factor in filling the vacancy. The School District may also consider other qualifications and the School District will have the sole right to determine the needed qualifications. When an employee bids for a position in a higher classification, the School District will fill the position with the most qualified employee from the unit, however, the School District reserves the right to hire outside the unit if such an applicant is substantially qualified. The qualifications needed for a position shall be determined solely by the School District. When qualifications are substantially equal, the School District will give preference to the senior employee. An employee not given a position may request an explanation.

ARTICLE XIV – REDUCTION IN FORCE

Section 1. Seniority. The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified/licensed to perform duties and responsibilities of the position. An employee on layoff shall retain seniority and right to recall, within classification or lower classification, in seniority order for a period of twelve (12) months after the date of layoff.

Section 2. Layoff. In the event of layoff it shall be by classification. The employee with the least seniority in his/her classification shall be considered for layoff first. When a position is eliminated the employee in that position shall have the right to bump (displace) any employee in the same or lower classification with less seniority.

Section 3. Notification. In the event layoff becomes necessary, the School District shall notify the Union office and the employees involved at the earliest opportunity, but in no case less than fifteen (15) calendar days.

Section 4. Recall. Employees shall be recalled in the reverse order of layoff; the last employee laid off shall be the first recalled.

Section 5. Temporary Layoff. This Article does not apply in those cases where a layoff is due to building being closed temporarily because of equipment breakdown, quarantine, loss of a utility or damages from natural or unnatural disasters.

ARTICLE XV – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative. The employee, administrator, School Board or the Exclusive Representative may be represented during any step of the procedure by any person or agent designated by such party to act in the party’s behalf.

Section 3. Definitions and Interpretation.

Subd. 1. Extensions. 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 week days not designated as holidays by state law.

Subd. 3. Compensation 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 legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a

certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the District's designee.

Section 5. Adjustments of Grievance. The District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the District's personnel director shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or 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, provide such appeal is made in writing within ten (10) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to

the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of a Grievance. Failure by the School Board or its representative to issue a decision within the time period provided herein shall constitute a denial of the grievance and the employees may appeal it to the next level.

Section 8. Arbitration Procedures. In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the Exclusive Representative, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within fifteen (15) 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 P.E.R.B. to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask the appointment be made thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an

arbitrator from the P.E.R.B. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or personnel 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 proceedings before the arbitrator shall be a hearing denovo.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly heard before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request and expense of wither party. The parties shall share equally fees and expenses of the arbitrator the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy. In

considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations and the legal rights and obligations of the Exclusive Representative.

ARTICLE XVI – PUBLIC OBLIGATION

Section 1. Public Obligation. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the District to the continuous and uninterrupted operation of the school is of paramount importance. The Exclusive Representative agreed, therefore, that during the terms of this contract, neither the Exclusive Representative nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in purposes of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment. The Employer agrees there will be no lockout during the duration of this contract. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XVII – SHOE ALLOWANCE

Regular employees shall be reimbursed up to one hundred and fifty dollars (\$150.00) for the purchase of walking/running shoes. Reimbursement shall be upon submitting a receipt of purchase and must be turned in to the business office by June 30 of each year.

ARTICLE XVIII – TRAINING

Section 1. Training for Boiler Certification.

Subd. 1. The School District will pay the cost of training for up to 16 hours per year for professional development to maintain employee's

boiler certification license and upgrade current license up to the grade required for building operations.

Subd. 2. Training will be conducted during the summer, during normal scheduled hours.

ARTICLE IXX – DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement at its expiration, it shall give written notice of such intent no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days or less than thirty (30) days prior to the expiration of the Agreement.

Section 2. Effect. This Agreement constitutes the full and complete agreement relating to terms and conditions of employment and supersedes any and all prior Agreements, resolutions, practices, District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the terms and conditions of employment whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS THEREOF, the parties hereto have signed this Agreement:

For: Holdingford ISD #738

For: International Union of
Operating Engineers Local 70



Chairperson



Scott Marsyla, Business Manager



Clerk



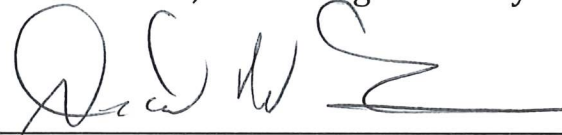
Michael Dowdle, President



Chief Board Negotiator



Kirstie Doar, Recording Secretary



David Eiyneck, Business Representative



Seth Young, Steward

1-9-2024

Date:

1/2/24

Date:

DE/jcb/opeiu#12
Contracts/Holdingford Cust