

2018 – 2020

LABOR AGREEMENT

between

**SAINT PAUL PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 625**

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

LOCAL 70

Term: July 1, 2018 through June 30, 2020





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

Marny Xiong	Chair
Jeanelle Foster	Vice-Chair
Zuki Ellis	Clerk
John Brodrick	Treasurer
Chauntyll Allen	Director
Jessica Kopp	Director
Steve Marchese	Director

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble.....	4
Article 1.	Recognition	5
Article 2.	Definitions	5
Article 3.	Union Rights	6
Article 4.	Management Rights.....	7
Article 5.	Temporary Employment	8
Article 6.	Probation.....	10
Article 7.	Seniority	11
Article 8.	Vacation	16
Article 9.	Holidays	17
Article 10.	Hours and Premium Pay.....	18
Article 11.	Working Out of Classification.....	20
Article 12.	Supervisory Assignment	20
Article 13.	Uniforms.....	20
Article 14.	Leaves of Absence	21
Article 15.	Military Leave of Absence.....	25
Article 16.	Court Duty.....	25
Article 17.	Wage Schedule.....	25
Article 18.	Employee Benefits	26
Article 19.	Mileage	30
Article 20.	Severance Pay.....	31
Article 21.	Discipline.....	32
Article 22.	Grievance Procedure	33
Article 23.	Strikes, Lockouts, Work Interference.....	34
Article 24.	Terms of Agreement	35
	Appendix A: Wages	36
	Appendix B: Equalization of Overtime	37
	Appendix C: Memorandum of Understanding:	
	Regarding Training	39
	Regarding Use of District E-Mail System.....	42
	Regarding Internal Bid/Transfer	44
	Regarding Sick Leave Bank.....	45
	Index	48

PREAMBLE

This Agreement is by and between Independent School District No. 625 and Local Union No. 70, International Union Of Operating Engineers, AFL-CIO.

This Agreement has been entered into between Independent School District No. 625, hereafter referred to as the Employer, and Local Union No. 70, International Union of Operating Engineers, AFL-CIO, hereafter referred to as the Union. This Agreement has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, benefits, hours of work, and other conditions of employment. The parties hereto pledge that they shall pursue the above objectives in full compliance with the requirements of the Public Employment Labor Relations Act of the State of Minnesota of 1971, as amended.

ARTICLE 1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, benefits, hours, and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota Bureau of Mediation Services under Case No. 73-PR-449-A, as amended, to read as follows:

All regular, probationary, and provisional engineering and building maintenance personnel who are employed by Independent School District No. 625, and whose employment service exceeds the lesser of 14 (fourteen) hours per week or thirty-five percent (35%) of the normal workweek and more than sixty-seven (67) workdays per year in the following classifications:

Custodian-Engineer 5, Board of Education,
Custodian-Engineer 4, Board of Education,
Custodian-Engineer 3, Board of Education,
Custodian-Engineer 2, Board of Education,
Custodian-Engineer 1, Board of Education,
Facility Services Worker,
Trainee (Custodian-Engineer),
Custodian*,
Custodial Worker*;

excluding supervisory, managerial, clerical, confidential, and temporary employees, those exclusively represented by other labor or employee organizations, and all other employees.

1.2 The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this Agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Relations Act to accomplish said objective.

1.3 Temporary employees are recognized as within the unit covered by this Agreement, however, except as specifically provided by this Agreement (see Article 5), temporary employees shall not have nor acquire any rights or benefits other than specifically provided by the provisions of the Civil Service Rules.

*Abolished except as to present incumbents.

ARTICLE 2. DEFINITIONS

2.1 Collective Bargaining. The Employer will bargain collectively with the Union with respect to rates of pay, hours, and other conditions pertaining to employment for all of the employees in the unit hereinbefore set forth.

2.2 Maintenance of Standards. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations, and general working conditions shall be maintained at not less than the highest minimum standard as set forth in the Civil Service Rules of the City of Saint Paul (Resolution No. 3250), at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

2.2.2 Civil Service Rules 8.A.3 and Civil Service Rule 14 shall not apply to applicants and employees from the city of Saint Paul.

ARTICLE 2. DEFINITIONS (continued)

- 2.3 Discrimination. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union, or attempt to encourage membership in another Union.

ARTICLE 3. UNION RIGHTS

- 3.1 The Union may designate employees within the bargaining unit to serve as Union Stewards and shall be required to administer this Agreement.
- 3.2 The Union shall furnish the Employer and appropriate department heads and District Negotiator with a list of Stewards and alternates, and shall, as soon as possible, notify said appropriate District officials in writing of any changes thereto. Only those who are Officers and Stewards shall be recognized by the Employer for the purpose of meetings.
- 3.3 There shall be no deduction from the pay of a Steward when directly involved in meetings with management relating to the administration of this Agreement during working hours.
- 3.4 Designated Union representatives shall be permitted to visit employees on job sites and at department buildings during working hours for the purpose of the administration of this contract, so long as the Union representative does not interfere with the completion of the employees' job duties.
- 3.5 Shop Steward. The Chief Steward or Assistant Chief Steward in the District will be allowed to accompany an employee to meet with the Employer during regular working hours for the purpose of grievance review and dispute resolution involving employees, under the following conditions:
- 3.5.1 That only one employee from any one department be allowed to leave his/her work.
 - 3.5.2 That stewards will attend these meetings on their own time when they are held outside of regular working hours.
 - 3.5.3 That adequate notice is given to the supervisors so that permission may be obtained from the Facility Operations Office.
 - 3.5.4 That the steward has officially been designated as such by the Union.
 - 3.5.5 Only the chief or assistant chief steward shall be excused for participation in grievance and/or dispute resolution meetings.
- 3.6 A maximum total of eighty (80) hours without loss of pay per contract term will be allowed for the combined use of a maximum of four (4) shop stewards to participate in contract negotiations, mediation, or arbitration meetings which are held during the regular working hours of any of the stewards. It is understood that Union and the Employer will, to the greatest extent possible and reasonable, schedule such meetings outside regular working hours, and stewards will attend the meetings when this is the case on their own time.

ARTICLE 3. UNION RIGHTS (continued)

3.7 Union Conventions. Duly-elected Union delegates shall be granted time off without pay for one (1) week to attend such convention. Vacation or compensatory time may be used for this purpose. The Union shall give at least ten (10) working days' advance notice of the employees who will be participating in such conventions.

3.8 Dues.

3.8.1 The Employer agrees to deduct the **affirmatively authorized** Union membership initiation fee assessments and once each month dues from the pay of those employees who individually **and affirmatively** request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.

3.8.2 **The Union shall immediately notify the employer of any member who, in accordance with provisions stated on the authorization card, affirmatively revokes authorization of said dues and shall provide the employer with a copy of said revocation.**

The Employer will endeavor to implement changes to dues checkoff in a timely manner provided that notifications to the employer of any change to the authorization of dues is done within the operating parameters of the Employer for the implementation of authorized changes.

3.8.3 The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the District, its officers or employees, by reason of negligence of the Union in requesting or receiving deductions under this Article. The District will indemnify, defend, and hold the Union harmless against any claims made and against any suits instituted against the Union, its officers or employees by reason of negligence on the part of the Employer in making or forwarding deductions under this Article.

3.8.4 The Employer will notify the Union in writing of all new employees covered by this Agreement within a reasonable time period of the employee's first day of work. The Employer will notify the Union at regular intervals regarding employee status changes, including unpaid leave, promotion, demotion, resignation, layoff, and/or retirement.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

4.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

ARTICLE 5. TEMPORARY EMPLOYMENT

The District and Union acknowledge three types of temporary employment: Casual Service, Short-term Service, and Extended Service. All persons employed in any temporary status or any extension of temporary service must knowingly consent to such extension and complete a Temporary Employment Certification Form acknowledging the temporary nature of the assignment. All persons employed in any temporary status will be members of the bargaining unit following the completion of sixty-seven (67) workdays, and have the terms and conditions of employment set forth in this Article. An extension of temporary assignment does not create any continuing employment rights for the temporary employee.

5.1 Casual Service Temporary Employment

Casual service temporary employment will be characterized by assignments that are less than sixty-seven (67) days in duration, and the terms and conditions of employment are established solely by the Employer. These are not positions covered by the bargaining unit. Work assignments will typically be overflow work which serves as an extension of, and not a replacement for, the normal workforce of regular employees.

5.2 Short-Term Temporary Employment

5.2.1 Short-term temporary employment will be characterized by an initial employment assignment for up to 1,040 hours. One extension for up to an additional 1,040 hours will be permitted. A copy of the completed Temporary Employment Certification Form signed at the time of the extension will be sent to the Union.

5.2.2 Short-term temporary employees will be paid at the current minimum hourly rate in Appendix A for the job class hired.

5.2.3 Short-term temporary employees will receive paid time off for the named holidays in Article 9.

5.2.4 There shall be no other access to contractual benefits except as specifically stated in 5.2.3 above.

5.2.5 Short-term temporary employment work assignments typically will serve as short-term replacements for positions normally filled by regular employees.

5.2.6 Such assignments will normally be to cover for the following conditions:

- a) regular employees on paid leave,
- b) regular employees on non-compensatory leaves with guaranteed return,
- c) vacancies in job classes where there is no list of eligible candidates in place from which to make regular appointments,
- d) positions that are of specific limited duration of less than twelve (12) months in duration,
- e) other similar assignments.

ARTICLE 5. TEMPORARY EMPLOYMENT (continued)

5.3 Extended Service Temporary Employment

Extended service temporary employment will be characterized by temporary employment which requires assignment beyond 2,080 hours, but is nevertheless temporary in nature.

5.3.1 If the District determines the assignment for a short-term temporary employee must be extended beyond 2,080 hours, the assignment will be considered an extended service temporary assignment.

5.3.1.1 The District, Union and temporary employee must agree to any short-term temporary employment that is to be extended beyond 2,080 hours.

5.3.1.2 The District, Union and temporary employee will sign the Temporary Employment Certification Form acknowledging the temporary nature of the assignment.

5.3.1.3 Upon agreement, the temporary employee will be considered an extended service temporary employee.

5.3.2 Extended service temporary employees will be paid at the current minimum hourly rate in Appendix A for the job class hired.

5.3.3 Extended service temporary employees will have access to contractual benefits as described in 5.3.3.1 through 5.3.3.4 below. The benefits in 5.3.3.1 through 5.3.3.4 will be effective the first full pay period after the completion of the first 2,080 hours in temporary status and after the signing of the Temporary Employment Certification Form.

5.3.3.1 Paid sick leave time shall begin to accrue for all hours on the payroll, based on a formula of .0576 hours time earned for each straight-time hour on the payroll. Maximum accrual allowed is 200 hours. There is no exchange of accrued unused sick leave for cash payment.

5.3.3.2 Paid personal leave time shall begin to accrue (as vacation), for all hours on the payroll, based on a formula of .0385 hours time earned for each straight-time hour on the payroll.

5.3.3.3 The employee shall have access to paid holidays as provided in the labor agreement in Article 9, Section 9.4.

5.3.3.4 The employee shall be eligible for participation in and Employer contribution to health care coverage and life insurance coverage as provided for active regular employees in Article 18, Section 1. Temporary employees will be required to contact the Benefits Office to apply for appropriate benefits. No access or benefit beyond these specified sections is granted or created or intended or implied. Any cost of any premium for any District-offered employee or family insurance coverage in excess of the specified District maximum contribution limits shall be paid by the employee via payroll deduction.

ARTICLE 5. TEMPORARY EMPLOYMENT (continued)

- 5.3.4 There shall be no other access to contractual benefits except those specifically stated in 5.3.3 above.
- 5.3.5 An extended service temporary employee who, through the appropriate merit based examination procedures, becomes employed as a regular employee covered by this Agreement during the period of Extended Service Temporary Employment shall have his/her period of temporary employment in excess of the initial 1,040 hours recognized toward completion of the probationary service requirement in the regular appointment.
- 5.4 None of the provisions of this Article shall have any retroactive effect for any employee in any temporary employment status prior to the effective date of this Article, July 1, 1993.
- 5.5 No access to continuing employment is created or intended by any provisions of this Article.

ARTICLE 6. PROBATION

- 6.1 General Principles. This Article is effective for appointments made on or after July 1, 2010. Extended absences of any kind (paid or unpaid) lasting one (1) month or more in duration may be excluded when calculating time toward the completion of any probationary period.
- 6.2 Original Employment Probation. A new employee shall serve a twelve (12)-month probationary period following regular appointment from an eligible list to a position covered by this Agreement. For the purpose of this Article, twelve (12) months shall mean twelve (12) calendar months, including non-work months. At any time during this original probationary period, the employee may be suspended, disciplined or discharged at the discretion of the Employer, and without recourse to the grievance procedure. If an employee is laid off or terminated during the probationary period, but without receiving an unsatisfactory rating and is subsequently rehired into the same title within two years of the layoff or termination, the total probation period shall not exceed the original 12 month requirement. Performance reviews will be conducted at a minimum of once within the fourth and eighth month of employment and prior to the end of the probationary period.
- 6.3 Promotional Probation. An employee newly promoted to a position covered by this Agreement shall remain on promotional probation for a period of six (6) months. Six (6) months shall mean six (6) full-time equivalent months (1,040 hours on the payroll). The calculation for time on probation will exclude any unpaid breaks not worked by the employee. At any time during this probationary period, the employee may be returned to the employee's previous position or to a position to which the employee may have been transferred or assigned prior to the promotion, at the discretion of the Employer, and without recourse to the grievance procedure. Performance reviews will be conducted at a minimum of once within the second and fourth month of employment and prior to the end of the promotional probationary period.

ARTICLE 7. SENIORITY

- 7.1 General Class Seniority. Class seniority shall be determined based on the continuous length of probationary and regular service with the Employer (Independent School District No. 625, Saint Paul Public Schools) from the date the employee was first appointed to a job class covered by this Agreement. Class seniority shall be understood to be on an Employer-wide (District-wide) basis within each job class unless expressly stated otherwise. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee's rank on the eligible list from which certification was made.
- 7.1.1 It is further understood that only time worked for the Employer (Saint Paul Public Schools) shall be considered for the purpose of seniority calculations. The only exception is for regular employees currently employed by the Employer as of July 1, 1993, who have accrued time in a job class represented by the Union in service with the City of Saint Paul prior to July 1, 1993. For those regular employees, the time in such job class with the City of Saint Paul will continue to be considered as time with the Employer. If, however, the employee has a break in employment with the Employer, (i.e., termination, resignation, retirement) thereafter, if re-employed, only the time following the employee's subsequent rehire to the Employer will be considered for purpose of seniority calculation.
- 7.1.2 Employees covered by this agreement who resign and transfer to a position with the City of Saint Paul and do not pass completion of their probationary period for a position with the City of Saint Paul do not maintain rights to return to their position with the District. Successful completion of the probationary period for a position with the City of Saint Paul by any employee covered by this Agreement shall be considered a break in employment with the Employer.
- 7.2 Class Seniority Determination For Workforce Reductions. In the event that the Employer determines that it is necessary to reduce the workforce, employees will be laid off in inverse order of class seniority in the job class from which the reduction is to occur. The Employer must terminate the employment of all temporary and provisional employees in that job class before any regular employee in that job class is laid off.

ARTICLE 7. SENIORITY (continued)

- 7.3 Class Seniority Determination For Placement Following A Workforce Reduction. For purposes of this Section, the job classes covered by this Agreement (excluding Custodian-Engineer Trainee and abolished job classes) shall be considered one job class series. The job class with the highest rate of pay shown in Appendix A shall be the highest level job class in the series. The job class with the next highest rate of pay shown in Appendix A shall be the next highest level job class in the series, and so on down to the last job class. When the number of employees in higher level job classes is to be reduced, employees will be offered reductions to the next highest level job class, whether or not the employee previously was appointed to such job class, in which class seniority would keep the employee from being laid off.

It is understood that an employee being reduced shall have that employee's class seniority in his/her current job class (and any appropriate class seniority in any lower level job class that the employee previously held) used to determine rights to positions at the time of the reduction. Thereby, employees whose positions are to be reduced shall have the right to displace employees with less class seniority in that job class. The employee with the least class seniority in the job class shall then be reduced to the next lowest title for which the employee has more seniority than the least senior employee in that job class. Employees being reduced shall not have the ability to reduce to abolished job classes shown in Appendix A, unless the employee was previously appointed to such job class, has no breaks in employment since appointed to such job class, and there remain employees actively employed in that job class at the time of the layoff.

- 7.4 Recall From Workforce Reductions. Recall from workforce reduction shall be in order of class seniority within the job class from which the layoff occurred. However, recall rights shall expire after two (2) years from the date of the layoff.

- 7.5 Class Seniority Determination Following Voluntary Reduction. In the event that an employee requests a voluntary reduction to a lower level job class, and such request is approved by the Human Resource Department for the Employer, then the employee's class seniority in the job class to which the employee is being reduced shall be the continuous length of probationary and regular service with the Employer from the date the employee was first appointed to the job class in this Agreement to which the employee will be reduced (this would also include any continuous service time in higher level job classes covered by this Agreement). If the employee is reduced to a lower level job class not previously held, then the employee's class seniority in the job class to which the employee is being reduced shall be the continuous length of probationary and regular service with the Employer from the date the employee was first appointed to any higher level job class covered by this Agreement.

Voluntary reductions will only be approved if the reduction is to a vacant position in a lower level job class. It is understood that the employee will have no reinstatement rights back to the former higher level job class following the voluntary reduction. If the employee is reappointed to the higher level job class through the appropriate testing and selection procedures, then the employee's class seniority in that job class will begin as if newly appointed to that job class. No employee will have the ability to voluntarily reduce to any of the abolished job classes shown in Appendix A.

ARTICLE 7. SENIORITY (continued)

7.6 Seniority for Bidding on Location

7.6.1 Bidding for Location. Annually, after the beginning of the school year, the Office of Facility Operations will post a listing of vacant positions in all job classes with the locations of the vacancies. Employees who have been certified and appointed to one of the above listed job classes may bid for an assignment in that same job class at a different location shown on the posting. Bids for assignments will be honored in order of class seniority in that job class providing the employee is qualified for the assignment. No other positions are posted for bid. Vacancies in new buildings will be open to bidding only by employees who have had satisfactory or higher performance ratings for at least the preceding year. Custodian-Engineer vacancies in new buildings will be listed only to allow employees in that job class to express interest in being considered by submitting a letter to the department head.

- a) Additional vacancies in job classes during the school year will be similarly posted for bidding as they occur during the year, if there are appropriate vacancies available.
- b) An employee who has been reassigned as a result of the bidding process is not eligible for any further reassignment from bidding for at least one (1) calendar year following placement date. An employee whose shift is changed significantly on a permanent basis, or whose shift is changed from a daily assignment at one location to more than one location, may bid once again in the same year.
- c) A Custodian-Engineer 2 who is assigned to evening shift must complete one (1) year as an Engineer 2 before having the right to bid.
 - If the Custodian-Engineer 2 assigned to evening shift bids on another evening shift and is reassigned as a result of this bidding process he/she is not eligible for any further bidding for one (1) year.
 - If the Custodian-Engineer 2 assigned to evening shift is reassigned to a day shift as a result of this bidding process he/she is not eligible for any further bidding for two (2) years.
 - If the Custodian-Engineer 2 assigned to day shift is reassigned as a result of this bidding process he/she is not eligible for any further bidding for two (2) years.
 - An employee whose shift is changed significantly (by more than two [2] hours) on a permanent basis, or whose shift is changed from a daily assignment at one location to more than one location, may bid once again without waiting the full two (2) years.
- d) Nothing in this provision shall be construed to limit the right of the Employer to transfer an employee to another location without bidding if there is reason to do so.

ARTICLE 7. SENIORITY (continued)

7.6.2 Class Seniority Determination For Workforce Reductions. In the event that the Employer determines that it is necessary to reduce the workforce, employees will be laid off in inverse order of class seniority in the job class from which the reduction is to occur. The Employer must terminate the employment of all temporary and provisional employees in that job class before any regular employee in that job class is laid off.

7.6.3 If any full-time employee's position at a specific building is eliminated and/or changed to require the employee be scheduled to regularly perform work in two buildings, the newly assigned employee will:

- a) Have the employee's class seniority recognized in the second building(s).
- b) Have the employee's class seniority recognized in the new building(s) and may use such class seniority in the new building(s) assignment for purpose of displacing the employee with the least class seniority in the same classification from that employee's scheduled shift, providing the newly assigned employee has more class seniority than the employee being displaced. Full-time employees may not displace part-time employees, and part-time employees may not displace full-time employees.
- c) Retain the right to reclaim that employee's original position in the first location should it reopen in the next thirteen (13) months, provided the employee has not accepted a position through any bid process.

7.6.4 A full-time employee whose position is eliminated and who is assigned to a "floater" assignment in the employee's job class, at that time, shall have the right to displace the least senior employee in the same job class who holds a building assignment. If a "floater" position remains as an available vacancy, the displaced least senior employee can be reassigned to a "floater" position in the same job class.

A full-time employee whose position is eliminated and who is placed in an assignment in the employee's job class that is more than two (2) hours different than the shift assignment prior to the position elimination, at that time, shall have the right to displace the least senior employee in the same job class who holds a shift assignment that is within two (2) hours of the shift assignment prior to the position elimination. If a "floater" position remains as an available vacancy, the displaced least senior employee can be reassigned a "floater" position in the same job class.

7.7 Seniority for Shift Selection

7.7.1 All shifts and work areas are determined by the Employer. Nothing in this Section 7.7 should be construed to limit the right of the Employer (department head or designee) to change an employee to another shift or work area if there is reason to do so.

7.7.2 There is no building seniority status for the purpose of bidding on locations or shifts.

ARTICLE 7. SENIORITY (continued)

- 7.7.3 When a shift adjustment of more than two (2) hours earlier or later is made by the Employer, and is planned to continue for more than thirty (30) working days, then shift assignment for employees in that building in the classification of the adjusted shift shall be re-bid. Class seniority shall be the determining factor, so long as the employee is qualified and able to perform the duties of the assignment.
- 7.7.4 When a vacancy occurs in a building, the opening will not be offered for bid in the building. Plant Planning and Maintenance will review and determine any schedule or classification change, and whether the vacancy will be filled. If the vacancy is to be filled, the position will then be offered for location bid pursuant to Section 7.6.1 of this Article.
- 7.7.5 When a shift change of more than four (4) hours occurs in a position or several positions, then the position(s) shall be offered for bid pursuant to 7.6.1 of this Article. An employee displaced by the re-bid shall be eligible to bid for any other vacancy in that year even if the employee had successfully bid earlier in the same year prior to being displaced.
- 7.8 Seniority Termination. All seniority shall terminate when an employee retires, resigns or is terminated.
- 7.9 Seniority Consolidation. Effective August 1, 1993, the job classes Custodian* and Facility Services Worker will be treated as a single job class for purposes of:
 - 7.9.1 Layoff and recall rights determination, except for the limitations on rights to abolished titles as described in 7.3 of this Article.
 - 7.9.2 Bidding on work location as described in 7.6 of this Article.
 - 7.9.3 Bidding on shift selection within a location as described in 7.7 of this Article.
 - 7.9.4 Job assignment as determined by the Employer within any location.

*Abolished except as to present incumbents

ARTICLE 8. VACATION

8.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime.

<u>Years of Service</u>	<u>Accrual Rate*</u>	<u>Annual Hours Earned</u>	<u>Annual Days Earned</u>
1st through 4th year	.0576	120	15
5th through 9th year	.0769	160	20
10th through 15th year	.0846	176	22
16th year through 23rd year	.0961	200	25
24th year and thereafter	.1153	240	30

*Calculations are based on 2,080 hour work year and shall be rounded off to the nearest hour.

8.2 An employee may carry over into the next “calendar” year up to one hundred sixty (160) hours of vacation. Effective January 1, 2009, an employee may carry over in the next “calendar” year up to one hundred eighty four (184) hours of vacation.

8.3 All vacation time shall be approved by the department head. Upon separation from service, if employee has provided ten (10) calendar days’ notice to the Employer in writing, any unused, accrued vacation shall be paid at the employee’s current rate of pay. If an employee has been granted more vacation than the employee has earned up to the time of separation from service, the employee shall reimburse the District for such unearned vacation at the employee’s current rate of pay. If an employee is separated from service by reason of discharge, retirement or death, the employee shall be paid for any unused, accrued vacation earned up to the time of such separation. Retiree unused vacation is paid to the employee upon retirement. This is separate from severance.

8.4 Vacation Usage. Effective for the 2008-2009 contract, vacation may be requested up to six (6) months in advance and employees allowed to take three (3) weeks maximum of their yearly accrual during September through June (end of school year). A maximum of two (2) employees off on any day at buildings with two (2) or less employee buildings. Vacation is approved subject to coverage from the end of the schools year until two (2) weeks prior to the next school year.

8.5 Sick Leave Conversion. Sick leave accumulated in excess of 1280 hours may be converted to paid vacation time at a ratio of two (2) hours of sick leave time for one (1) hour of vacation time, to a maximum of five (5) regularly-assigned workdays (not to exceed a total of forty [40] hours) in any year.

8.5.1 There shall be no conversion of unused sick leave in any amount at any time to any cash payment other than the above-described conversion to vacation time or severance as described in Article 20.

ARTICLE 9. HOLIDAYS

9.1 Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

For those employees assigned to a work week other than Monday through Friday the following language shall apply. Whenever any of the holidays listed above fall on the first day of an employee's two (2) consecutive days off following that employee's normal work week, the last day of the employee's normal work week preceding the holiday will be observed as the holiday. Whenever any of the holidays listed above fall on the second day of the employee's two (2) consecutive days off following that employee's normal work week, the first day of the employee's normal work week following the holiday will be observed as the holiday.

9.2 Eligibility Requirements. To be eligible for holiday pay, employees must be active on the payroll the day of the holiday.

9.3 If an employee entitled to a holiday is required to work on a holiday, he/she shall be recompensed for work done on this day by being granted compensatory time on a time-and-one-half basis or by being paid on a time-and-one-half basis for such hours worked, in addition to the regular holiday pay.

9.4 Notwithstanding Article 9.2, a temporary employee shall be eligible for holiday pay only after such employee has been employed as a temporary employee for sixty-seven (67) consecutive workdays.

ARTICLE 10. HOURS AND PREMIUM PAY

10.1 Definitions. The purpose of this Section is to provide a basis for computation of straight time, overtime, and other wage calculations, and nothing in this Article shall be construed as a guarantee or commitment by the Employer to any individual employee of a minimum or maximum number of hours of work.

10.1.1 Week. A week shall consist of seven (7) consecutive days beginning at 12:01 A.M. on Monday and ending at 12:00 midnight the following Sunday.

10.1.2 Day. A day shall consist of twenty-four (24) consecutive hours beginning at 12:01 A.M. at the start of a calendar day and ending at midnight of that day.

10.1.3 Normal Work Schedule. The normal work schedule for employees covered by this Agreement shall consist of forty (40) hours or work scheduled on five (5) consecutive eight (8) hour workdays. The department head, with the concurrence of the Union, may modify the work schedule to consist of forty (40) hours of work scheduled on four (4) consecutive ten (10) hour workdays. The hours worked in a day shall be consecutive excluding any unpaid lunch period scheduled during the employee's assigned workday. The unpaid lunch period may not exceed one (1) hour in length.

10.1.3.1 Rest Breaks. Each normal workday shall include two paid fifteen (15)-minute rest breaks, at a time assigned by the immediate supervisor, one occurring approximately two hours from the beginning of the shift; the second occurring approximately six hours from the beginning of the shift.

10.1.3.2 Lunch Break. All full-time employees are entitled to a duty-free lunch break of thirty (30) minutes without pay, at a time assigned by the supervisor, and occurring approximately at the midpoint of the shift. If no relief is available for a duty-free lunch at approximately the midpoint of the employee's shift, the employee shall receive a thirty (30) minute paid lunch. Employees working an eight and one-half (8.5) hour day will be provide a forty five (45) minute duty free lunch of which fifteen (15) minutes will be paid and the remaining thirty (30) minutes will be unpaid.

10.1.3.3 Stacking of Breaks. It is understood by all parties that employees cannot combine their break periods and/or lunch periods to create a longer lunch break period or to leave early.

10.2 Call-In Pay. When an employee is called to work, the employee shall receive two (2) hours of pay at the employee's normal hourly pay rate if the employee reports to work as called and is then not put to work. If the employee is called to work and commences work, the employee shall be guaranteed four (4) hours of pay at the employee's normal hourly pay rate. These provisions, however, shall not be effective when work is unable to proceed because of adverse weather conditions; nor shall these provisions apply to temporary employees nor to any person whose regularly-scheduled workday is less than four (4) hours per day.

10.2.1 Multi Site Stipend. **Effective July 1, 2019, Engineers who are required to be in charge of multiple sites shall receive a yearly stipend of one thousand (1,000) dollars per site. Engineers receiving this stipend will not be compensated mileage for travel between these sites, but would continue to receive mileage for other travel.**

ARTICLE 10. HOURS AND PREMIUM PAY (continued)

- 10.3 Premium Pay for Shift Differential, Effective March 4, 1995. Any employee who works on a regularly-assigned shift which begins after 1:00 p.m., shall be paid a shift differential for the entire shift. Relief staff shall receive a shift differential for all days when students are in attendance. The shift differential shall be five percent (5%) of the base rate. If an employee requests a day shift (starting at or before 1 p.m.) and that request is granted, the employee will not receive night shift differential for any day shift worked.
- 10.4 Special Duty Pay. Employees assigned to work in the special duty category of custodial worker shall be paid at ninety percent (90%) of the rate paid for positions in the Custodian* job class.
- 10.5 Longevity Pay. Employees who have completed nineteen (19) full-time equivalent regular active years of service with the Employer as of July 1 each year shall receive an additional \$1.05 per hour above the normal hourly rate of pay. Periods of non-compensatory leave or layoff in excess of one year shall not be counted toward longevity. Effective July 1, 2015, Employees who have completed nineteen (19) full-time equivalent regular active years of service with the Employer as of July 1 each year shall receive an additional \$1.10 per hour above the normal hourly rate of pay. Periods of non-compensatory leave or layoff in excess of one year shall not be counted toward longevity.
- 10.6 Overtime. Work performed in excess of forty (40) hours of work in a normal work schedule or eight (8) hours of work in a normal workday will be considered overtime. Overtime work shall be done only by order of the department head. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's current hourly pay rate including applicable shift differential or premiums. Employees assigned to work on four (4) consecutive ten (10) hour workdays shall receive overtime pay for work in excess of ten (10) hours in the workday.
- 10.6.1 Sundays. Effective January 4, 2020, employees required to work on a Sunday shall be paid at the rate of two (2) times the employee current hourly pay rate including applicable shift differentials or premiums.**

The overtime compensation due the employee shall be paid at the rate herein cited, or by granting compensatory time on a time and one-half basis if mutually agreed to by the District and the employee.

- 10.7 Equalization of Overtime. The purpose of this Subdivision is to state clearly the intent of the parties regarding procedures which will be used to call and/or assign employees in the unit for overtime work during the term of the 2006-2008 Labor Agreement. See Appendix B for language.

These procedures shall become effective beginning with the first full month after the Board of Education adoption of the 2006-2008 Labor Agreement. Renewal, revision, or continuation of these provisions will occur only if the parties so agree. Absent such agreement, the provisions of this Appendix B terminate June 30, 2008.

- 10.8 Unless exigent circumstances exist, employees who fail to report to work for three (3) consecutive work days who are not on an approved leave of absence and who have not notified their supervisor will be given notice, via registered mail, that without contact to their supervisor or human resources they will be considered resigned 5 workdays from the date the letter is postmarked. The date of the 5th workday will be specified in the letter and the letter will be sent to the address the employee has on file.

*Abolished except as to present incumbents

ARTICLE 11. WORKING OUT OF CLASSIFICATION

- 11.1 For purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full-time basis, all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee.
- 11.2 The Employer shall avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of ten (10) consecutive working days shall receive the rate of pay for the out-of-class assignment in a higher classification beginning on the ten (10th) consecutive working day of such assignment. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.
- 11.3 An employee who otherwise would receive a shift differential shall not lose the shift differential during any portion of the out-of-class assignment prior to being paid the rate of pay for the higher classification.

ARTICLE 12. SUPERVISORY ASSIGNMENT

- 12.1 An engineer who is assigned to supervise other employees will be at least one title higher in the series than the employees he/she supervises.

ARTICLE 13. UNIFORMS

- 13.1 Employees in this bargaining unit are required to wear uniform shirts when on duty. District provided uniform shirts consist of: short sleeve dress, long sleeve dress, polo, sweatshirt, smock, and tee shirt. Uniforms will be supplied as follows:

The "standard" uniform shirt is defined as a short sleeve or long sleeve dress shirt. An employee may substitute a polo shirt, a sweatshirt, a smock, or two (2) tee shirts for a "standard" shirt. A jacket may be substituted for two (2) "standard" shirts. The District will initially provide each employee (or newly appointed employee) with five (5) "standard" uniform shirts as defined above. (New employees may not initially order a jacket). Each year thereafter, the District will provide employees with three (3) additional "standard" uniform shirts. Employees who have voluntarily requested and received the initial five (5) shirts prior to implementation of this provision will be considered already initially supplied.
- 13.2 Uniform shirts will be worn by all employees while on duty during student contact days. Effective July 1, 2005, uniform shirts will be worn by all employees while on duty. Uniform shirts are to be worn only while at work, and en route. The employee is not to wear the uniform shirt or jacket during personal events and activities, work outside the School District, or incidental stops at places selling on-sale liquor, or other such places not consistent with the image of the School District.

ARTICLE 13. UNIFORMS (continued)

- 13.3 Each employee is responsible for laundering, pressing, and making minor repairs, such as tears and sewing buttons, etc. If a uniform shirt becomes damaged beyond repair during the course of duty, it will be replaced at no cost to the employee when the damaged shirt is returned to the District. Normal wear will not be considered for replacement except through the annual cycle. The District will attempt to provide the replacement shirts at the beginning of each school year.
- 13.4 Safety Shoes. The Employer agrees to pay two hundred dollars (\$200) over the term of this agreement toward the purchase or repair of safety shoes for an employee who is a member of this unit. Preauthorization is required prior to the purchase of safety shoes. Employees must contact the Facility Planning Office to obtain preauthorization for safety shoes. This contribution to be made by the Employer shall apply only to those employees who are required to wear protective shoes or boots by the Employer.

ARTICLE 14. LEAVES OF ABSENCE

- 14.1 Leave of Absence. After three (3) months of employment, an employee may make application for a leave of absence without pay or employer-paid benefits not to exceed one (1) year. Requests for leave of absence shall be submitted to the Human Resource Department for consideration not less than sixty (60) days prior to the requested date of the leave. Granting of such leaves will be subject to the operational needs and approval of the Employer.
- 14.2 Sick Leave. Sick leave shall accumulate at the rate of .0576 of a working hour for each full hour on the payroll, excluding overtime. Sick leave accumulation is unlimited. To be eligible for sick leave, the employee must report to his/her supervisor no later than one-hour before his/her regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of this Agreement. Any employee who has accumulated sick leave as provided above shall be granted leave with pay, for such period of time as the head of the department deems necessary for the following specified allowable uses:
- 14.2.1 Personal Illness. Employees may use accumulated sick leave for hours off due to personal illness. The employee may be required to furnish a medical certificate from a qualified physician as evidence of illness or physical disability in order to qualify for paid sick leave as per District practice. Accumulated sick leave may also be granted for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.
- 14.2.2 Family Illness. Employees may use accumulated sick leave for hours off due to illness, injury or disability of a parent or a member of his/her household or to make arrangements for the care of such sick or disabled persons up to a maximum of eight hours sick leave per day. Up to one hundred sixty (160) hours of accumulated sick leave may be used in a twelve month period to allow the employee to care for and attend to the illness or injury of his/her child, adult child, spouse, sibling, parent, grandparent, stepparent or member of household, unless otherwise in accordance with Minnesota § 181.9413. These hours when used are deducted from sick leave.

ARTICLE 14. LEAVES OF ABSENCE (continued)

14.2.4 Bereavement Leave. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse, child or step-child, parent or step-parent, and regular member of the immediate household.

14.2.4.1 Up to three (3) days shall be granted because of death of other members of the employee's immediate family. Other members of the immediate family shall mean sister or step-sister, brother or step-brother, parent-in-law, son-in-law, daughter-in-law, grandparent, or grandchild.

14.2.4.2 Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean uncle, aunt, nephew, niece, brother-in-law, and sister-in-law.

14.2.4.3 A "day" for this purpose shall be equivalent to the regularly assigned workday of the employee, and such leave shall be deducted from accumulated sick leave.

14.2.4.4 If an employee is required to travel beyond a two hundred (200)-mile radius of Saint Paul for purposes related to eligible bereavement leave, two (2) additional days of sick leave may be used. Employee, if requested, shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.

14.2.5 Adoption Leave and Leave for Fathers of Newborns. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly-adopted child or for a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption the thirty (30) days of sick leave may be used for adoption processes or up to six (6) weeks following completion of the adoption process. Upon completion of the adoption process additional sick leave may be allowed for the care of a sick child as required by Minn. Stat. §181.9413.

14.3 Requesting Sick Leave. No sick leave shall be granted for the above reasons unless the employee reports to his/her supervisor the necessity for the absence no later than one (1) hour before his/her regular scheduled starting time. For an employee whose shift begins after 11:00 A.M., the employee must call his/her supervisor to report the illness by 10:00 A.M. Effective October 2, 2006, employees whose shift begins after 10:00 A.M. must call his/her supervisor to report the illness by 12 noon. Employees who fail to report for work without notification for three (3) consecutive workdays may be considered a "Quit" by the District by the employee. The employee must call the Facility Operations Office and his/her building(s) supervisor(s) to report the illness and on the date of return to work by the times specified, unless the requirement to call in is waived by the supervisor after verification of extended illness. Sick leave will not be granted to any employee who does not properly report the necessity for the absence, unless he/she can show to the satisfaction of the supervisor that the failure to report was excusable. Employees will be required to provide medical verification of the illness at the discretion of the supervisor. For the purposes of Articles 14.3 and 14.3.1, medical verification will be defined to mean, "A written note issued from a qualified treating medical provider during the period the employee was absent from work." The medical verification will be provided to the Employer before the employee returns to work.

ARTICLE 14. LEAVES OF ABSENCE (continued)

14.3.1 Sick Leave - Medical Verification. Employees will be required to provide medical verification of the illness at the discretion of the supervisor, and especially noting the following circumstances:

- (1) An employee who used more than ten (10) sick days per year is likely to be required to provide medical certification of illness.
- (2) Absences which reflect a pattern are likely to result in a medical certification requirement. Examples:
 - (a) Frequent absences on Fridays and Mondays.
 - (b) Absences preceding/following recognized holidays.
- (3) Reasonable cause to suspect that sick leave is being requested inappropriately is likely to result in certification requirement.

Prior to requiring medical verification, the supervisor will meet with the employee (and Head Engineer). The employee will have the right to have union representation at the meeting. The supervisor will notify the employee in writing that medical verification will be required for any further sick leave usage.

After the end of every school year, there will be a review of the medical certification requirement for all affected employees unless the requirement has been in place less than nine (9) months. This review may or may not result in a change of the medical certification requirement. The employee will be notified in writing as to the status of this requirement. The written notice will be sent to the employee with a copy to the Building Head and the Union.

14.4 Family Medical Leave. Leaves of absence shall be granted as required under the federal law known as the Family and Medical Leave Act (FMLA) so long as it remains in force. The Human Resource Department provides procedures.

14.5 An employee shall be paid under the provisions of this paragraph only for the number of days or hours for which he/she would normally have been paid if he/she had not been on sick leave.

14.6 Maternity/Parental Leave. Maternity is defined as the physical state of pregnancy of an employee, commencing eight (8) months before the estimated date of childbirth, as determined by a physician, and ending six (6) months after the date of such birth. In the event of an employee's pregnancy, the employee may apply for leave without pay at any time during the period stated above and the Employer may approve such leave at its option, and such leave may be no longer than one (1) year. Parental leave shall be granted to employees for the birth or adoption of a child in accordance with applicable state and federal laws.

ARTICLE 14. LEAVES OF ABSENCE (continued)

- 14.7 Sick Leave Conversion. Sick leave accumulated in excess of 1280 hours may be converted to paid vacation time at a ratio of two (2) hours of sick leave time for one (1) hour of vacation time, to a maximum of five (5) regularly-assigned workdays (not to exceed a total of forty [40] hours) in any year.
- 14.7.1 There shall be no conversion of unused sick leave in any amount at any time to any cash payment other than the above-described conversion to vacation time or severance as defined in Article 20.
- 14.8 Quarantine/Catastrophic Disaster Leave. Employees will be provided up to a maximum of ten (10) days paid leave of absence for quarantine by a health officer due to a contagious disease. The same will be provided for a catastrophic disaster that occurs in the employee's school and/or community which causes the closure of the school district or the employee's school.
- 14.9 A regular full-time FSW, Custodian or CE1, who is unable to work because of illness or injury, shall be entitled to return to their former position and shift for the first six months starting from the first date the employee was unable to work and on a approved leave. A regular full-time CE2, CE3, CE4, or CE5, shall be entitled to return to their former position and shift for one year starting from the first date the employee was unable to work and on a approved leave. After that time their position may be put up for bid. After this period employees may return to another open position in a same labor grade for a period of up to 2 year. Employees unable to return after a period of two years may be considered to have resigned.

ARTICLE 15. MILITARY LEAVE OF ABSENCE

- 15.1 Pay Allowance. Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and, further, provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established. Such leave shall not be allowed unless the employee: (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.
- 15.2 Leave without Pay. Any employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the state or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law.
- 15.3 Such leaves of absence as are granted under Article 14 shall conform to Minnesota Statutes, Section 192, as amended from time to time, and shall confer no additional benefits other than those granted by said statute.

ARTICLE 16. COURT DUTY

- 16.1 Court Cases. Any employee who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the Union against the District. In cases where the Board is a party in the litigation, the employee shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.
- 16.2 Required Jury Duty. Any employee who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the employee paying to the Board any fees received, minus travel allowance, for such jury service.

ARTICLE 17. WAGE SCHEDULE

- 17.1 The wage schedule for purposes of this contract shall be Appendix A attached hereto.

ARTICLE 18. EMPLOYEE BENEFITS

SECTION 1. ACTIVE EMPLOYEE HEALTH INSURANCE

- 1.1 The Employer will continue for the period of this Agreement to provide for active employees such health and life insurance benefits as are provided by Employer at the time of execution of this Agreement.
- 1.2 Eligibility Waiting Period. **Employees who have been regularly employed in the District for more than thirty (30) continuous days are eligible on the first day of the month following 30 days of continuous regular benefit eligible service** for District contribution to premium cost for health and life insurance provided herein.
- 1.3 Full-Time Status. For the purpose of this Section, full-time employment is defined as appearing on the payroll regularly at least thirty-two (32) hours per week or at least sixty-four (64) hours per pay period, excluding overtime hours.
- 1.4 Half-Time Status. For the purpose of this Section, half-time employment is defined as appearing on the payroll regularly at least twenty (20) hours but less than thirty-two (32) hours per week or at least forty (40) hours but less than sixty-four (64) hours per pay period, excluding overtime hours.

Regularly-scheduled hours are the daily hours which are specifically authorized for the employee and assigned by the supervising administrator, and verified by the Human Resource Department, as the regular schedule. Occasional work time assigned in excess of the minimums stated in 1.3 and 1.4 shall not be construed as providing eligibility for insurance premium payment.

NOTE: Any employee who is regularly scheduled for less than twenty (20) full hours of work per five (5)-day week or who is scheduled irregularly is ineligible for any benefits described in this Section.

Nothing in this Agreement shall be construed as a guarantee of any hours of work.

- 1.5 Employer Contribution Amount--Full-Time Employees. Effective January 1, 2017, for each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$660 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$1,235 per month, whichever is less. Effective January 1, 2018, for each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$670 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$1,245 per month, whichever is less.

ARTICLE 18. EMPLOYEE BENEFITS (continued)

- 1.6 Employer Contribution Amount: Married Couples. Full-time employees who are married to another District employee and who are covered under their spouse's health plan may waive the single or family contribution to health insurance and receive up to \$150 per month toward their spouse's family premium. Effective January 1, 2011, this contribution will increase to \$200 per month. The combination of District contributions cannot exceed the full cost of family coverage and cannot be applied in cases where the spouse is receiving health insurance through the District's cafeteria benefits plan.
- 1.7 Employer Contribution Amount--Half-Time Employees. For each eligible employee covered by this Agreement who is employed half time, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting employee coverage; or for each half-time employee who selects family insurance coverage, the Employer will contribute fifty percent (50%) of the amount contributed for full-time employees selecting family coverage in the same insurance plan. Part-time employees are not eligible for any of the married couple contributions in Subd. 1.6.
- 1.7.1 Notwithstanding Section 1.7 above, employees covered by this Agreement and employed half time prior to January 1, 1978, shall receive the same insurance contributions as a full-time employee. This Section 1.7.1 applies only to employees who were employed half-time during the month of December 1977 and shall continue to apply only as long as such employee remains continuously employed half time.
- 1.8 Life Insurance. For each eligible employee, the Employer agrees to provide \$50,000 life insurance coverage. This amount shall drop to \$5,000 of coverage (in the event of early retirement) until the retiree reaches age 65; then all Employer coverage shall terminate.
- 1.9 Long-Term Disability. Effective January 1, 1999, for each eligible employee, the Employer agrees to provide a long-term disability plan.
- 1.10 Dental Insurance. For each eligible employee, the Employer agrees to contribute an amount not to exceed \$40 per month for single dental coverage. Employees who enroll in family dental coverage will pay the difference between the cost of family coverage and the District's \$40 monthly contribution to single coverage.
- 1.11 Flexible Spending Account. It is the intent of the Employer to maintain during the term of this Agreement a plan for medical and child care expense accounts to be available to employees in this bargaining unit who are eligible for Employer-paid premium contribution for health insurance for such expenses, within the established legal regulations and IRS requirements for such accounts.
- 1.12 The contributions indicated in this Section 1. shall be paid to the Employer's group health and welfare plan.
- 1.13 Any cost of any premium for any Employer-offered employee or family insurance coverage in excess of the dollar amounts stated in this Section shall be paid by the employee through payroll deduction.

ARTICLE 18. EMPLOYEE BENEFITS (continued)

SECTION 2. RETIREMENT HEALTH INSURANCE

Subd. 1. Benefit Eligibility for Employees who Retire Before Age 65

1.1 Employees hired into District service before July 1, 1996, must have completed the following service eligibility requirements with Independent School District No. 625 prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:

- A. Be receiving pension benefits from PERA, St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with Independent School District 625;
- B. Must be at least fifty-five (55) years of age and have completed twenty-five (25) years of service, or;
- C. The combination of their age and their years of service must equal eighty-five (85) or more, or;
- D. Must have completed at least thirty (30) years of service, or;
- E. Must have completed at least twenty (20) consecutive years of service within Independent School District No. 625 immediately preceding retirement.
- F. Employees hired into the District on or after January 1, 2014, will not be eligible for any district contribution toward health insurance upon retirement.

Years of regular service with the City of Saint Paul will continue to be counted toward meeting the service requirement of this Subdivision 1.1 B, C or D, but not for 1.1 E.

1.2 Employees hired into District service after July 1, 1996, must have completed twenty (20) years of service with Independent School District No. 625. Time with the City of Saint Paul will not be counted toward this twenty (20)-year requirement.

1.3 Eligibility requirements for all retirees:

- A. A retiree may not carry his/her spouse as a dependent if such spouse is also an Independent School District No. 625 retiree or Independent School District No. 625 employee and eligible for and is enrolled in the Independent School District No. 625 health insurance program, or in any other Employer-paid health insurance program.
- B. Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
- C. The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this Section.
- D. Employees terminated for cause will not be eligible for employer contribution toward insurance premiums for either pre-age 65 or post-age 65 insurance coverage.

ARTICLE 18. EMPLOYEE BENEFITS (continued)

Subd. 2. Employer Contribution Levels for Employees Retiring Before Age 65

- 2.1 Health Insurance Employer Contribution. The District will for the period of this Agreement provide employees who meet the eligibility requirements for health insurance in 1.1 or 1.2 above, who retire during the term of this Agreement, and until such employees reach sixty-five (65) years of age, such health insurance premium contributions up to the same dollar amount as were made by the District for health insurance for single or family coverage by that carrier, for an employee under this Agreement, in his/her last month of active employment. In the event new carriers replace those in place at execution of this Agreement, the dollar amounts being paid for single or family coverage to the carrier at the employee's date of retirement shall constitute the limit on future contributions. Any employee who is receiving family coverage premium contribution at date of retirement may not later claim an increase in the amount of the Employer obligation for single coverage premium contributions to a carrier after deleting family coverage.
- 2.2 Life Insurance Employer Contribution. The District will provide for early retirees who qualify under the conditions of 1.1 or 1.2 above, premium contributions for eligible retirees for \$5,000 of life insurance only until their 65th birthday. No life insurance will be provided, or premium contributions paid, for any retiree age sixty-five (65) or over.

Subd. 3. Benefit Eligibility for Employees After Age 65

- 3.1 Employees hired into the District before July 1, 1996, who retired before age 65 and are receiving benefits per Subd. 2 above are eligible, upon reaching age 65, for employer premium contributions for health insurance described in Subd. 4 of this Article.
- 3.2 Employees hired into the District before July 1, 1996, who retire at age 65 or older must have completed the eligibility requirements in Subd. 1 above or the following eligibility requirements to receive District contributions toward post-age-65 health insurance premiums:
- A. Employees hired before January 1, 1987, must have remained continuously employed by the District. For such employees or early retirees who have not completed at least twenty (20) years of service with the District at the time of their retirement, the Employer will discontinue providing any health insurance contributions upon their retirement or, in the case of early retirees, upon their reaching age 65.
 - B. Employees hired on or after January 1, 1987 and prior to July 1, 1996, must have completed twenty (20) years of continuous employment with the District. For such employees or early retirees who have not completed at least twenty (20) years of service with the District at the time of their retirement, the Employer will discontinue providing any health insurance contributions upon their retirement or, in the case of early retirees, upon their reaching age 65.

Years of certified civil service time with the City of Saint Paul earned prior to July 1, 1996, will continue to be counted toward meeting the District's service requirement of this Subd. 3. Civil service time worked with City of Saint Paul after May 1, 1996, will be considered a break in District employment.

- 3.3 Employees hired on or after July 1, 1996, shall not have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in Subd. 4. Employees hired on or after July 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation match in Subd. 5.

ARTICLE 18. EMPLOYEE BENEFITS (continued)

Subd. 4. Employer Contribution Levels for Retirees After Age 65

4.1 Employees hired into the District before July 1, 1996 and who meet the eligibility requirements in Subdivisions 3.1 or 3.2 of this Article are eligible for premium contributions for a Medicare Supplement health coverage policy selected by the District. Premium contributions for such policy will not exceed:

<u>Coverage Type</u>	<u>Single</u>	<u>Family</u>
Medicare Eligible	\$300 per month	\$400 per month
Non-Medicare Eligible	\$400 per month	\$500 per month

At no time shall any payment in any amount be made directly to the retiree.

Any premium cost in excess of the maximum contributions specified must be paid directly and in full by the retiree, or coverage will be discontinued.

Subd. 5. Employees hired after July 1, 1996, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. The District will match up to \$1,000 per year of consecutive active service. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan shall apply. The employee, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under IRS regulations. The employee must initiate an application to participate through the District's specified procedures.

5.1 Employees hired in the District on or after January 1, 2014, shall be eligible for \$200 per year employer match in addition to the match amount provided in this section for employees hired after January 1, 1996.

Additionally, Effective January 1, 2016, all employees hired in the District after January 1, 2014, will receive a \$200 per year district contribution toward a health care savings plan.

ARTICLE 19. MILEAGE

19.1 Mileage Allowance. Employees of the School District, under policy adopted by the Board of Education, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board of Education. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service.

19.2 Reimbursement Procedures. An employee must keep a record of each trip made. Reimbursement shall be for the actual mileage driven in the performance of assigned duties as verified by the appropriate school district administrator and in accordance with School District Business Office policies and procedures.

ARTICLE 20. SEVERANCE PAY

20.1 The employee must be eligible upon separation of service to receive pension benefits under provisions of the St. Paul Teachers Retirement Fund, the Public Employee's Retirement Association of Minnesota (PERA) or other public employee pension program.

20.2 Effective January 1, 2017, The International Union of Operating Engineer employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer for severance on the behalf of the employee will be deposited into the employee's post employment health care savings plan account.

To be eligible for the HCSP sheltering severance pay, an employee must meet the following requirements:

20.2.1 The employee must **be eligible** for pension under the provisions of Public Employees Retirement Association (PERA).

20.2.2 The employee must be voluntarily separated from School District employment **with at least 10 years of consecutive benefit eligible service prior to retirement** or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.

20.3 If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 19.2 above, he or she will receive a District contribution to the School District No. 625 HCSP in an amount equal to \$125 for each day of accrued, unused sick leave, up to 176 days. See also Article 8 Vacation 8.3.

20.3.1 If an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he or she will receive a District contribution to the School District No. 625 HCSP in an amount equal to \$65 pay for each day of accrued, unused sick leave up to 231 days.

20.3.2 If exigent circumstances exist, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, he or she will receive a District contribution to the School District No. 625 HCSP in an amount equal \$125 pay for each day of accrued, unused sick leave up to 176 days. This maximum applies to unused sick leave accruals.

20.4 The maximum amount of severance pay that any employee may obtain through HCSP is \$22,000.

20.5 For the purpose of this HCSP, a death of an employee shall be considered as separation of employment and, if the employee would have met all of the requirements set forth above at the time of his or her death, contributions to the HCSP shall be made to the employee's estate.

ARTICLE 21. DISCIPLINE

- 21.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- 20.1.1 Oral reprimand;
 - 20.1.2 Written reprimand;
 - 20.1.3 Suspension;
 - 20.1.4 Reduction;
 - 20.1.5 Discharge.
- 21.2 A notice in writing of Suspensions, Reductions, and Discharges shall be sent to the employee and the Union seventy-two (72) hours after such action is taken.
- 21.3 Employees and the Union will receive copies of written reprimands and notices of suspension and discharge.
- 21.4 Employees may examine all information in their Employer personnel file that concerns work evaluations, commendations and/or disciplinary actions. Files may be examined at reasonable times under the direct supervision of the Employer.
- 21.5 Preliminary Review. Prior to issuing a disciplinary action of unpaid suspension, demotion, or discharge, the supervisor will make a recommendation to his/her supervisor regarding proposed discipline. That supervisor will then schedule a meeting with the employee prior to making a final determination of the proposed discipline. The employee shall have the opportunity to have union representation present and be provided the opportunity to speak on his/her behalf regarding the proposed action. If the employee is unable to meet with the supervisor, the employee and/or union will be given the opportunity to respond in writing.
- 21.6 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that a Union representative be present.
- 21.7 Employees who are suspended, demoted or discharged shall have the right to request that such actions be considered a "grievance" for the purpose of processing through the provisions of Article 22 (Grievance Procedure); as an alternative option, such employee can request a review, consistent with Minnesota Statute § 179A.20, Subd. 4. Once an employee or the Union acting in the employee's behalf initiates review in one forum, the matter shall not be again reviewed in another forum. Oral reprimands shall be subject to the grievance review procedures through Step 3 only.

An employee who elects the contractual grievance procedure as the forum for review of a disciplinary action has not thereby waived any rights secured to him/her under Minnesota Statute § 197.46, other than the choice of forum for review.

ARTICLE 22. GRIEVANCE PROCEDURE

- 22.1 The Employer shall recognize Stewards selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the names of the stewards and of their successors when so named.
- 22.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The steward involved and a grieving employee shall suffer no loss of pay when a grievance is processed during working hours provided the steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 22.3 The procedure established by this Article shall be the sole and exclusive procedure, except for the appeal of disciplinary action as provided by Article 21, for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement. A grievance shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within fourteen (14) calendar days of the first occurrence of the event giving rise to the grievance shall be considered waived. At this step only, an extension of seven (7) additional calendar days shall be granted automatically if requested by the Business Representative or steward.

Step 2. Within fourteen (14) calendar days after receiving the written grievance, a designated Employer supervisor shall meet with the Union steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within fourteen (14) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within fourteen (14) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within fourteen (14) calendar days following receipt of the Employer's answer shall be considered waived.

Step 3. Within fourteen (14) calendar days following receipt of a grievance referred from Step 2, a designated Employer supervisor shall meet with the Union Business Manager or designated representative and attempt to resolve the grievance. Within fourteen (14) calendar days following this meeting, the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 4 within fourteen (14) calendar days following receipt of the Employer's answer shall be considered waived.

ARTICLE 22. GRIEVANCE PROCEDURE (continued)

- Step 4. If the grievance remains unresolved, the Union may within fourteen (14) calendar days after the response of the Employer in Step 3 by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within fourteen (14) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said fourteen (14)-day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.
- 22.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.
- 22.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.
- 22.6 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.
- 22.7 It is understood by the Union and the Employer that if an issue is resolved at any step by this grievance procedure, that issue shall not again be submitted for review under the provisions of the Rules and Regulations of Civil Service. It is further understood that if an issue is submitted and resolved at any step by the grievance procedure under the Civil Service Rules and Regulations, It shall not be submitted for review and arbitration under procedures set forth in this Article.

ARTICLE 23. STRIKES, LOCKOUTS, WORK INTERFERENCE

- 23.1 The Union and the Employer agree that there shall be no strikes, work stoppages, slowdowns, sit-down, stay-in or other concerted interference with the Employer's business or affairs by said Unions and/or the members thereof, and there shall be no bannering during the existence of this Agreement without first using all possible means of peaceful settlement of any controversy which may arise.
- 23.2 No lockout, or refusal to allow employees to perform available work, shall be instituted by the Employer and/or its appointing authorities during the life of this Agreement.

ARTICLE 24. TERMS OF AGREEMENT

- 24.1 Complete Agreement and Waiver of Bargaining. This Agreement shall represent the complete Agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- 24.2 Savings Clause. This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this Agreement shall hold to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.
- 24.3 Terms of Agreement. Except as herein provided, this Agreement shall be effective as of July 1, 2018, and shall continue in full force and effect through the 30th day of June 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days before the termination of this Agreement that it desires to modify or terminate this Agreement. In witness thereof, the parties have caused this Agreement to be executed as signed and dated below.
- 24.4 This constitutes a tentative Agreement between the parties which will be recommended by the District Negotiations and Employee Relations Manager, but is subject to the approval of the Board of Education, and is also subject to ratification by the Union.

WITNESSES:

INDEPENDENT SCHOOL DISTRICT
NO. 625

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 70

Chair, Board of Education

Business Manager, Local No. 70

Assistant Director of Employee/ Labor
Relations

Business Representative, Local No. 70

Negotiations/Employee Relations
Assistant Manager

President, Local No. 70

Date

Recording Secretary, Local No. 70

Chief Steward, Local No. 70

Date

APPENDIX A: 2018-2020 WAGES

The hourly wage rates and salary ranges for classifications in this unit are effective as follows:

<u>Title</u>	<u>Effective Date</u>	<u>Base Rate</u>		
Custodian-Engineer 5, BOE	1/5/19	\$29.30		
	1/4/20	\$29.89		
Custodian-Engineer 4, BOE	1/5/19	\$28.39		
	1/4/20	\$28.95		
Custodian-Engineer 3, BOE	1/5/19	\$27.53		
	1/4/20	\$28.08		
Custodian-Engineer 2, BOE	1/5/19	\$26.85		
	1/4/20	\$27.38		
Custodian-Engineer 1, BOE	1/5/19	\$25.96		
	1/4/20	\$26.48		
	<u>Effective Date</u>	<u>Base Rate</u>	<u>After 1 year</u>	<u>After 2 years</u>
Facility Services Worker	1/5/19	\$16.71	\$18.15	\$19.29
	1/4/20	\$17.04	\$18.51	\$19.67
	<u>Effective Date</u>	<u>Base Rate</u>		
Custodian*	1/5/19	\$23.47		
	1/4/20	\$23.94		

Facility Service Worker employees must have been paid a minimum of 1,040 hours on the payroll in the previous twelve months in order to qualify for a step increment on their seniority date each year. Part-time employees must complete a pro-rata number of hours in order to qualify for a step advancement (i.e. a half-time employee must complete five hundred twenty (520) hours to qualify for a step).

Temporary employees shall be paid the minimum rate indicated in this Appendix for the classification in which they are employed.

*Abolished except as to present incumbents.

APPENDIX B: EQUALIZATION OF OVERTIME FOR CUSTODIAL SERVICE

The purpose of this Appendix is to state clearly the intent of the parties regarding procedures which will be used to call and/or assign employees in the unit for overtime work during the term of the 2006-2008 Labor Agreement.

These procedures shall become effective beginning with the first full month after the Board of Education adoption of the 1998-2000 Labor Agreement. Renewal, revision, or continuation of these provisions will occur only if the parties so agree. Absent such agreement, the provisions of this Appendix B terminate June 30, 2020.

Section 1. Qualified Employees

A qualified person for all provisions of this policy is a regular full-time custodian or facility services worker, or custodian-engineer who holds the appropriate license for the task, and has demonstrated satisfactory job performance.

- 1.1 An employee who has specified physical restrictions which impair his/her ability to perform a particular overtime task will not be assigned the overtime; for purposes of calling order he/she will be considered, however, as having worked that overtime.

Section 2. Overtime Within a Building

Employees assigned to a particular building will have the first opportunity to work overtime in that building. Persons who are interested in working overtime in the building will be required to sign in advance. The employees will be placed on a list in order of District seniority. When a need for overtime arises, the qualified most senior employee on the list will be called first unless the employee has already worked overtime in that fiscal year. If the qualified most senior employee has already worked overtime in that fiscal year, the next qualified employee on the list will be called until all employees in the building have worked overtime. When all employees have worked overtime, the process will be repeated. When an employee is asked to work overtime in the building and refuses, he/she will be considered as having worked that overtime. If there are no employees in the building who want to work overtime, then the overtime shall be classified as District overtime and distributed as described below.

- 2.1 When an employee is newly assigned to a building, his/her overtime eligibility history for that location will be determined by assigning to him/her the average of overtime hours credited to date for all affected employees in that location (average of hours worked and/or refused).
- 2.2 The overtime history of each employee will be carried over from year to year in each building for that building.

Section 3. District Overtime

When there is District overtime work to be done on a planned basis (i.e., it is of a non-emergency nature), regular employees assigned as relief staff will have the first opportunity to work the overtime. Qualified relief staff members will be contacted for the overtime work in seniority order (i.e., most senior first) unless the employee has already worked overtime in that fiscal year. When a qualified employee who is asked to work overtime refuses the work, he/she will be considered as having worked that overtime assignment. If there are not sufficient qualified relief staff employees available, qualified employees listed as available for emergency call out will be called by the same procedure.

APPENDIX B: EQUALIZATION OF OVERTIME FOR CUSTODIAL SERVICE (continued)

Effective July 1, 1998, the assigned relief staff will no longer have first opportunity to work District overtime. In September of each year Facility Operations will allow people interested in working District overtime to sign up to be called. The most senior employees in one of three groups, 1) Facility Services Worker/Custodian, 2) Engineer, or 3) Supervisor (Engineer 3-5), will be called for overtime needed in the group based on seniority order, unless employee has already worked overtime in that fiscal year. When a qualified employee who is asked to work overtime refuses the work, he/she will be considered as having worked that overtime assignment. If there are not sufficient qualified relief staff employees available, qualified employees listed as available for emergency call out will be called by the same procedure.

Section 4. Mandatory Overtime

The District retains the right to institute mandatory overtime if there are inadequate volunteers to meet District needs. The mandatory system requires that the least senior employee who has not worked overtime will be required to work first and so forth. Should mandatory overtime become necessary, employees who have voluntarily worked overtime will be credited with the hours they have previously worked.

Section 5. Emergency Call Outs

This equalization of overtime does not apply to emergency call outs requesting that overtime be worked. A qualified employee who is willing to accept emergency overtime assignment immediately upon notification may ask to be listed as available. The District will not list an employee for emergency call out if the employee has refused overtime work several times, or is not qualified. The District, in assigning emergency call out, will do so as equitably as circumstances permit.

- 5.1 The District will quarterly provide to the Union a copy of the emergency call-out list, and a tally of time worked.

Section 6. Overtime Resulting from Building/Program Moves

Overtime resulting from moving a program or a staff/student population from one building/location to another will be treated as building overtime for staff in the location from which the move originates. If more overtime workers are needed than the originating location can supply, the District overtime procedure will be used to secure additional workers.

Section 7. Grievance Process

An alleged violation of these procedures can be presented to the Employer by the Union for review under the grievance procedures of the labor contract through Step 3, as the final appeal. Step 3 review is at the level of the Superintendent of Schools, or his/her designee.

APPENDIX C

MEMORANDUM OF UNDERSTANDING
REGARDING TRAINING FOR
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70

This Memorandum of Understanding is by and between the Board of Education of Independent School District No. 625, Saint Paul Public Schools, and International Union of Operating Engineers, Local No. 70, exclusive representative for custodial service employees in the Saint Paul Public Schools. The purpose of this Memorandum is to establish a clear understanding of intent of the parties regarding conditions governing a premium pay rate for advanced training for certain classifications of employees in this bargaining unit.

District will permit a minimum of three (3) employees to attend training each year of the collective bargaining agreement at IUOE Training Facility in Crosby, TX. Employees shall be paid for their regular hours worked while attending training.

Statement of Intent and Purpose

It is the intention of the Employer, during the term of this Memorandum of Understanding (through June 30, 2020) to continue a program of special training for employees who occupy the titles:

Custodian-Engineer 5, Board of Education
Custodian-Engineer 4, Board of Education
Custodian-Engineer 3, Board of Education
Custodian-Engineer 2, Board of Education

The purpose of the training will be to strengthen the practical management skills of these employees, particularly with respect to fulfilling the responsibilities of these particular titles.

It is the desire and intent of the Employer that all employees who occupy these titles, both currently assigned and prospectively, will complete this training at the earliest possible opportunity. The training is designed, prescribed, and provided by the Employer at no cost to the employee who has been regularly appointed to a listed title. The training will be taken during the employee's own unpaid time.

Effective July 1, 1996:

1. Engineers who were hired before July 1, 1996, and have not been offered the advanced training program will receive the premium effective July 1, 1996.
2. Engineers who have already completed the required training and qualified for premium payment, or those engineers granted the premium in #1 above, must participate in a required refresher/retraining course, if one is offered by the employer, of one or two sessions every year in order to retain eligibility for premium payment.

The Employer will provide a premium pay factor according to the following formula for current and future employees in these titles who have satisfactorily completed the prescribed training course, and have delivered to the Office of Plant Planning and Maintenance evidence of such satisfactory completion.

The premium pay shall become effective with the first full pay period after completion of the training, but shall not be paid until the evidence of satisfactory completion has been received by the Employer. In no case shall the premium be effective retroactively for more than a three (3)-month period.

MEMORANDUM OF UNDERSTANDING REGARDING TRAINING (continued)

Premium Formula

Effective July 1, 2016:

<u>Title</u>	<u>Premium above Stated Rate</u>
Custodian-Engineer 5, Board of Education	1.00¢ per hour
Custodian-Engineer 4, Board of Education	.70¢ per hour
Custodian-Engineer 3, Board of Education	.50¢ per hour
Custodian-Engineer 2, Board of Education	.50¢ per hour

Custodian Engineer employees who fail to hold and/or renew license/certification will be placed on non-paid leave of absence for a period of up to sixty (60) days for the purpose of obtaining proper certification. Failure to be properly certified within that period will be cause for termination. The District shall reimburse Custodian Engineers for the biennial renewal costs associated with maintaining license/certification.

Employee Newly Appointed to Title

An employee newly appointed to one of these titles after the adoption of this Agreement will be granted premium payment as follows:

- If the training course for a newly appointed engineer is less than six (6) months in length, the engineer will receive the full premium effective with the first full pay period after satisfactory completion of the course.
- If the training course is more than six (6) months in length, the engineer in training will be eligible for fifty percent (50%) premium payment effective with first full pay period after satisfactory completion of one-half (1/2) of the training program.

Should the employee fail to satisfactorily complete the training within the time periods established for the course, the partial premium payment will be discontinued and no premium will be paid until such time as the satisfactory completion has been accomplished.

Evidence of satisfactory completion shall have been delivered by the employee to the Office of Plant Planning and Maintenance before the partial or full premium can be paid, and retroactive adjustment shall not exceed three (3) months.

MEMORANDUM OF UNDERSTANDING REGARDING TRAINING (continued)

This Memorandum of Understanding shall be effective as of July 1, 2018, and shall expire on June 30, 2020.

INDEPENDENT SCHOOL DISTRICT
NO. 625

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 70

Chair, Board of Education

Business Manager, Local No. 70

Assistant Director of Employee/ Labor
Relations

Business Representative, Local No. 70

Negotiations/Employee Relations Assistant
Manager

President, Local No. 70

Date

Recording Secretary, Local No. 70

Chief Steward, Local No. 70

Date

APPENDIX C

MEMORANDUM OF UNDERSTANDING
REGARDING USE OF DISTRICT E-MAIL SYSTEM
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70

In the interest of maintaining effective labor-management relationships and efficient use of District time and resources, the District e-mail systems may be used by Union representatives for certain Union activities.

Union use of electronic communication technology is subject to the same conditions as employee use of such technology, as set forth in the District Policy. This includes the conditions set forth in the sections pertaining to "information is not private and is subject to District monitoring of e-mail."

The Union and its agents agree to read and abide by the terms specified in the District Technology Acceptable Use Policy. Any e-mail address of any District employee will not be sold or distributed to outside agencies. (See District Policy.)

Approved uses include the following activities:

- * Posting of meeting notices, union newsletters, investigation and administration of grievances, general dissemination of information to members, contract interpretation questions, union election information and results, notification of arbitration and unit determination decisions, and sending URL links.

District owned property or services including the e-mail system may not be used for the following activities:

- * Political activities, fund-raising, campaigning for union office, union organizing, strike activities, or solicitation of employees for union membership. The Union must request prior approval for use of the e-mail system for activities that are not specifically approved in this document.

The Union agrees to use the e-mail system as follows:

- * All mass e-mail shall be sent before 7am or after 5pm (M-F) in order not to interfere with normal workday network traffic flow.
- * All e-mail sent out shall have a "remove from list" message attached, allowing the recipients to be removed from the mailing list with a simple reply.
- * No attachments shall be mass-e-mailed.

MEMORANDUM OF UNDERSTANDING REGARDING USE OF DISTRICT E-MAIL SYSTEM
(continued)

Any questions regarding questionable content or practices will be resolved through a meet and confer process between IUOE Local 70 and the Labor Relations Office for the District.

This Memorandum of Understanding shall be in effect upon signing.

INDEPENDENT SCHOOL DISTRICT NO. 625

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70

Chair, Board of Education

Business Manager

Assistant Director of Employee/ Labor
Relations

Business Representative

Negotiations/Employee Relations Assistant
Manager

Chief Steward

Date

Date

MEMORANDUM OF AGREEMENT
REGARDING INTERNAL BID/TRANSFER

This Agreement is made between and among Independent School District No. 625 (hereinafter "School District"), the Operating Engineers Local 70 (hereinafter "Union"), as exclusive representative for Custodian Engineers 1-5, Custodial Workers, Custodians, and Facility Service Workers. The purpose of this agreement is to establish terms and conditions for the transfer process.

PERTINENT FACTS:

Article 7, sub. div. 7.6 of the local agreement between The School District and the Union currently states a process for bidding for location by seniority. This language does not provide a timeline for the bid process.

To that end, the parties have agreed to the following:

1. Effective immediately all internal postings bidding for location will be open for a minimum of 5 (five) business days. Employees will be notified of positions through the weekly update.
2. If an emergency or unforeseen circumstances should necessitate a timeline of less than 5 (five) business days, the custodial supervisor will discuss with and receive approval with the Union Business Representative or Chief Steward by email.

WITNESSES:

INDEPENDENT SCHOOL DISTRICT
NO. 625

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 70

Chair, Board of Education

Business Manager, Local No. 70

Assistant Director of Employee/ Labor
Relations

Business Representative, Local No. 70

Negotiations/Employee Relations
Assistant Manager

President, Local No. 70

Date

Recording Secretary, Local No. 70

Chief Steward, Local No. 70

Date

**MEMORANDUM OF UNDERSTANDING
REGARDING SICK LEAVE BANK
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70**

SECTION 1. Eligibility to donate sick leave

To be eligible to donate sick leave under this Bank, the employee must:

1. Be a regular full-time or part-time member of the bargaining unit who is eligible for plan benefits;
2. Have an accumulated sick leave balance sufficient, at the employee's FTE, to carry the employee through 720 hours; and
3. Not have submitted a resignation or retirement to the District prior to making the donation.

SECTION 2. Eligibility to receive sick leave

1. To be eligible to receive sick leave under this Bank, the employee must:

- a. Be a regular full-time or part-time member of the bargaining unit who is eligible for benefits. Employees meeting these criteria who are on a district-approved medical leave of absence are also eligible
- b. Have exhausted her/his accumulated sick leave and all other paid leave, such as accrued vacation, if applicable, at the time the recipient requests a donation from the Bank
- c. Be eligible for leave under the Family Medical Leave Act (FMLA) prior to the beginning of the need for donated sick leave
- d. Not be receiving benefits from Workers Compensation or Social Security
- e. Not be receiving long term disability benefits
- f. Not be serving a disciplinary suspension
- g. Not have submitted a resignation or retirement to the District
- h. Must have a serious medical condition or need leave to care for the serious medical condition of the employee's spouse, parent or member of the employee's household
- i. Due to the serious health condition, need a prolonged absence from duty and suffer a substantial loss of income

2. Definitions:

- a. A "serious health condition" has the same meaning as in 29 C.F.R. §825.113(a) of the FMLA regulations, except that elective surgeries and minor illnesses are not covered as serious health conditions
- b. A "substantial loss of income" means the employee has exhausted all paid leave available and has been unpaid for five (5) duty days at the employee's usual FTE

MEMORANDUM OF UNDERSTANDING REGARDING SICK LEAVE BANK (continued)

SECTION 3. Process for Donation

- 1. To donate sick leave to the Bank, an eligible employee must complete a sick leave contribution form and submit the completed form to Human Resources.**
- 2. Contributions must be made in whole hour increments and may not exceed eighty (80) total hours during the time the donor is employed by the District.**
- 3. Donations, once made and processed by Human Resources are irrevocable.**
- 4. Donations are not taxed to the donor and are not tax deductible.**
- 5. Days donated are donated at the donor employee's regular rate of pay.**

SECTION 4. Application for Benefits

To receive sick leave from the Bank, an eligible employee must complete a sick leave donation form and submit the completed form to Human Resources. Employees are required to provide medical documentation of their eligibility. Updated documentation of the serious medical condition must be provided by the employee upon request by Human Resources.

SECTION 5. Sick Leave Bank Benefit

- 1. Sick leave time received may only be used on a prospective basis beginning with the first day following determination of eligibility. Sick leave time received shall not be used for a back period or for periods of unpaid time.**
- 2. A recipient may not receive more paid time under this Bank than they would otherwise receive if they were working. For example, non-contracted work days shall not be compensated nor shall an employee receive pay for days or hours in excess of their FTE.**
- 3. A recipient's pay will continue to be taxed in accordance with state and federal tax tables, and all authorized deductions will continue to be deducted from the recipient's paycheck.**
- 4. Recipients shall not accrue additional sick leave based on hours received from the Bank.**
- 5. Any use of the Bank will run concurrent with leave under the Family Medical Leave Act (FMLA). Use of the Bank will not extend the FMLA period.**
- 6. Hours received are paid at the eligible recipient's regular rate of pay.**
- 7. In no case shall the benefit received through the Bank exceed 480 total hours at the employee's FTE during the time the recipient is employed by the District.**
- 8. In the case of an employee receiving a donation due to the need to care for the serious medical condition of the employee's spouse, parent or member of the employee's household, the maximum benefit received shall not exceed the time permitted in Article 9, pursuant to M.S. §181.9413.**

MEMORANDUM OF UNDERSTANDING REGARDING SICK LEAVE BANK (continued)

SECTION 6. Administration of the Bank

1. The identities of donors and recipients are private data consistent with the Minnesota Government Data Practices Act. The recipients of sick leave from this Bank shall not be informed of the identities of the donors and donors may not be informed about the identity of recipients nor shall donors be allowed to designate specific recipients for their donation. Employees shall not intimidate, threaten, or coerce any other employee with respect to donating or receiving leave under this Bank.
2. The Bank shall be administered by the District's Human Resource Department subject to the terms of this Memorandum. The decisions of the District in administering the Bank are final and not subject to the grievance procedure.
3. Donated hours shall be distributed to eligible recipients on a first-come, first-served basis and in no case may the number of distributed hours exceed the number of hours donated. If more than one qualifying request is received on the same day and insufficient donations exist in the Bank, existing Bank donations will be divided equally among the qualified recipients.
4. Any recipient found to have provided fraudulent information shall be immediately removed from the program, subject to disciplinary action, required to repay money received from the program, and criminal prosecution may be pursued.

**INDEPENDENT SCHOOL DISTRICT
NO. 625**

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

Chair, Board of Education

Business Manager, Local No. 70

**Assistant Director of Employee/ Labor
Relations**

Business Representative, Local No. 70

**Negotiations/Employee Relations
Assistant Manager**

President, Local No. 70

Date

Recording Secretary, Local No. 70

Chief Steward, Local No. 70

Date

INDEX

A

Adoption Leave.....22

B

Bidding..... 13

Bidding for Location..... 13

Bereavement Leave22

C

Call-In Pay 18

Court Duty.....25

D

Discipline32

Dues7

E

Equalization of Overtime 19, 37

F

Family Medical Leave23

Flexible Spending Account27

G

Grievance Procedure.....33

I

Internal Bid/Transfer 44

H

Health Insurance.....26

Holidays 17

Hours 18

L

Leave of Absence21

Life Insurance27

Lockouts34

Longevity Pay 19

Long-Term Disability.....27

M

Maternity/Parental Leave.....23

Mileage30

Military Leave Of Absence.....25

N

Nondiscrimination34

O

Overtime19

P

Premium Pay19

Premium Pay for Shift Differential..... 19

Q

Quarantine24

R

Recall From Workforce Reductions12

Retirement Health Insurance28

S

Safety Shoes.....21

Seniority11

Seniority for Bidding On Location13

Seniority for Shift Selection.....14

Seniority Termination15

Severance Pay.....31

Shop Steward6

Sick Child Care21

Sick Leave21

Sick Leave - Medical Verification..... 23

Sick Leave Conversion16, 24

Sick Leave Requests22

Special Duty Pay.....19

Strike.....34

T

Temporary Employment8

Temporary Employment Casual Service8

Temporary Employment Extended Service .9

Temporary Employment Short-Term8

Training39

U

Uniforms.....20

Union Membership.....7

Union Rights6

Union Stewards.....6

V

Vacation16

W

Wages.....36

Work Interference34

Work Schedule.....18

Working Out of Classification.....20