

**AGREEMENT**

**Between**

**SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT #192**

**And**

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

**(Custodial)**

**Effective:  
July 1, 2021 through June 30, 2023**

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## **ARTICLE I – PURPOSE**

This Agreement is entered into between the School Board of Independent School District No. 192, Farmington, Minnesota, hereinafter referred to as the School Board or School District and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the exclusive representative or the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for custodial personnel during the duration of this Agreement.

## **ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the International Union of Operating Engineers, Local No. 70, as exclusive representative for custodial personnel employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

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

## **ARTICLE III - DEFINITIONS**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement the term custodial personnel shall mean all persons in the appropriate unit employed by the School District in such classification excluding the following: Confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year, emergency employees, supervisory personnel and plant operation and all other employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## **ARTICLE IV - SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The Union recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state. Any provisions of this

Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

## **ARTICLE V - EMPLOYEE RIGHTS**

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

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off: The Union shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Section 4. Employees Lists: The Union office will be notified by the School District, in writing, of the name, address, telephone number, classification and rate of pay, for a new employee employed in a position covered by the agreement, within fourteen (14) days following School Board action. The

Union will be notified by the School District, in writing, of employees covered by this agreement, whose employment ends.

**ARTICLE VI - RATES OF PAY**

**Section 1. Salary 2021-2023:**

Subd. 1. The following base rates will be in effect beginning July 1, 2021.

**Level I** Part Time Custodian, Community-Building Liaison/Custodial Assistant, Non-licensed full time custodian after 1 year of employment.

	<b>7/1/21</b>	<b>7/1/22</b>
(less than 40 hours per week)		
	\$18.54	\$18.73
2 <sup>nd</sup> Shift*	\$18.54	\$18.73
3 <sup>rd</sup> Shift**	\$18.54	\$18.73

**Level II (no boiler license)**

Custodians Days (40 hours per week)	\$21.45	\$21.67
2 <sup>nd</sup> Shift *	\$21.86	\$22.08
3 <sup>rd</sup> Shift**	\$22.10	\$22.32

**Level II (and possesses a valid MN boiler license)**

Custodians Days (40 hours per week)	\$21.80	\$22.12
2 <sup>nd</sup> Shift *	\$22.21	\$22.53
3 <sup>rd</sup> Shift**	\$22.45	\$22.77

**Level III (and possesses a valid MN boiler license) –**

2<sup>nd</sup> Shift Lead Custodian.

Salaries below reflect differential over level II day salary which is still applicable in summer or other times position transitions to days along with most of 2<sup>nd</sup> shift crew.

	<b>7/1/2021</b>	<b>7/1/2022</b>
Elementary, includes additional \$.41/hour	\$22.21	\$22.53
Middle School, includes additional \$.60/hour	\$22.40	\$22.72
High School, includes additional \$1.00/hour	\$22.80	\$23.12
*Salaries including the additional 2 <sup>nd</sup> shift differential of \$.41		
2 <sup>nd</sup> Shift Elementary Lead 2 <sup>nd</sup> Shift *	\$22.62	\$22.94
2 <sup>nd</sup> Shift Middle School Lead 2 <sup>nd</sup> Shift *	\$22.81	\$23.13
2 <sup>nd</sup> Shift High School Lead 2 <sup>nd</sup> Shift *	\$23.21	\$23.53
<b>Level IV (and possesses a valid MN boiler license)</b>		
Building Head Custodian Days	\$25.30	\$25.65
Head Grounds person 2 <sup>nd</sup> Shift*	\$25.71	\$26.06
Maintenance Mechanic Days	\$29.55	\$29.94

Effective with new hires into the position of maintenance mechanic after ratification of the 2019-2021 contract, the School District may establish a salary with the maintenance mechanic up to \$5.00 per hour more than the minimum wage established above based on the candidate's possession of additional skills or training such as being a master plumber, master electrician, possessing HVAC certification, or other like certification or skills.

\* 2<sup>nd</sup> shift shall be hours that are scheduled to begin at 12:00 p.m. or after and the differential shall be \$.41/hour.

\*\*3<sup>rd</sup> shift shall be shifts that are scheduled to end between 5:00 a.m. and 7:00 a.m. and the differential shall be \$.65/hour.

Subd. 2: Career Incentive: Full time employees will, in addition to the base rates listed in Subd. 1 of this section, receive an additional fifteen cents (\$.15) per hour effective July 1 subsequent to their date of hire for each year of service in a position listed in the custodial group, up to a maximum \$1.35 per hour for the 2021-2022 and 2022-2023 school year. An employee who resigned under good terms from a custodial position with the school district and is rehired into an eligible position within this bargaining unit within 24 months of their resignation date, will be credited with their previous custodial career

incentive years of experience to a maximum of \$.30/hour for pay purposes.

Section 2. Part-time Custodians and Community-Building Liaison/Custodial Assistants: A custodian who works less than full time, but fourteen (14) or more hours per week shall be paid according to the above schedule in Section 1, Subd. 1. However, Article VI, Section 1, Subd 2; Article VI, Section 3, Subd 2., Article VII, Section 4; Article VIII; Article IX; Article X, Sections 3 and 5; Article XI; Article XIII; Article XV and Article XVII, Section 3 and Section 4 shall not apply.

Section 3. Special Compensation:

Subd. 1: Employees covered by this Agreement who have acquired a valid Minnesota Boiler License will receive additional hourly compensation as per the schedule below:

<u>License Type</u>	<u>Effective 7/1/21</u>	<u>Effective 7/1/22</u>
Special	\$ .25 per hour	\$ .25 per hour
2nd Class	\$ .75 per hour	\$ .85 per hour
1st Class	\$1.00 per hour	\$1.10 per hour
Chief	\$1.25per hour	\$1.35 per hour

Subd. 2. Boiler License Requirement Full time custodians are encouraged to obtain and maintain a minimum of a Minnesota special boiler license within twelve (12) months of date of hire. It shall be the responsibility of the employee to have a copy of the appropriate unexpired license on file in the Human Resources Office in order to receive appropriate salary and license pay which will be effective the next day after submission to the human resources office. A custodian who fails to demonstrate progress within a reasonable time frame toward obtaining or maintaining a boiler's license that is required for or recommended for his/her position is subject to transfer to an assignment that is more conducive to optimal maintenance of buildings with staff who are not appropriately licensed.

Subd. 3. Pool Certification Stipend and Grounds Hourly compensation for Certified Pool Operators shall be \$.30 per hour effective July 1, 2021 and Grounds employees required to have a chemical application license, shall be \$.70 per hour effective July 1, 2021.



Subd. 4. Temporary Coverage A 2<sup>nd</sup> Shift Lead Custodian who temporarily covers the absence of the building head custodian for eleven (11) or more consecutive days, will be paid the head custodian hourly salary from day one (1) of such coverage.

Section 4. Uniform Allowance: The school district may at its discretion require employees to wear a uniform or specific types of clothing as designated by the Director of Operations. In such event, effective July 1, 2022 the school district shall publish the uniform requirements and provide a stipend on the July 31 paycheck in the amount of \$275.00 per year to purchase the appropriate uniform. The employee may purchase the uniform components from a particular school district identified vendor or may purchase the appropriate uniform components from another vendor. New employees will be provided a pro-rata stipend as soon as practicable after date of hire. Employees shall be required to launder the uniforms. Grounds crew will be allocated an additional \$50 per year due to the additional gear necessary to work outdoors.

## **ARTICLE VII - HOURS OF SERVICE**

Section 1. Basic Work Week: A normal work week shall consist of 8 hours per day, 40 hours per week, exclusive of lunch for full-time employees. Such work week shall consist of five consecutive days.

Section 2. Working Hours: Working hours shall be determined by the school administration.

Section 3. Overtime: For all hours paid beyond the basic schedule of 40 hours per week, overtime or compensatory time shall be earned on the basis of one and one-half times the hourly rate. No overtime will be granted or compensatory time allowed unless it has been specifically authorized by the Director of Operations or his/her designee.

Subd. 1. Compensatory Time: The employer may give the employee the option to take compensatory time in lieu of overtime pay. Compensatory time will be accrued at 1.5 times the hours worked or overtime paid at 1.5 times the hourly rate, under the following provisions:

Subd. 2. Maximum compensatory hours will be forty-eight (48) hours. Employees will only be allowed to accrue compensatory time for school sponsored events and snow plowing. Community Education events shall be events where a permit is issued, and will be considered school-sponsored events for this provision. Additionally, employees will not be allowed to accrue more than the allotted hours annually and will not be allowed to use hours and then accrue additional hours to get back to the maximum number of hours annually.

Subd. 3. Employees who are assigned Tuesday through Saturday duty days will receive night pay compensation for hours worked on Saturday.

Subd. 4. Employees required to work Sunday shall be compensated at the rate of two (2) times the hourly rate for all hours worked. In the event Sunday work is for the purpose of church services compensatory time will not be allowed in lieu of compensation. This subdivision does not apply to regular hours posted that include a Sunday schedule.

Subd. 5. Compensatory time must be used within the fiscal year in which it was earned. Any unused compensatory time will be paid off on the last pay check of the fiscal year.

Subd. 6. Over time opportunities will be distributed as evenly as possible to full-time employees working within the building.

Subd. 7. The School District and Union mutually agree that the current arrangement regarding non-custodial support for pool events at Levi Dodge Middle School that are scheduled by individual community members and are not part of a club event will continue.

Section 4. Call-Back: When an employee is called back to work outside of his/her regular working schedule, he/she will be paid call-back time at one and one-half times the hourly rate with a two-hour guaranteed minimum. Holiday call-back pay shall be at (2) times the normal rate. The call back amount is not added to hours worked, it is a guaranteed minimum if hours worked are less than two hours.

Section 5. On-Call: The Employee required to be "on call" for a potential weekend snowplowing event shall be compensated for being "on-call" for the identified weekend. The employee will be notified by the immediate supervisor or designee prior to the close of business on the Friday preceding the weekend in which the employee will be on call. Notification will be done based on seniority of the grounds crew. Compensation for being "on-call" shall be \$50.00 per weekend.

Section 6. When the School District allows its facilities to be used by an organization for which the School District makes a charge and the function occurs on a Saturday, Sunday or holiday, a custodian will be on duty and will be paid the call-back rate set forth in Section 3 above.

Section 7. Work Schedule Change: The employer will give a five (5) day notice to permanent changes in an employee's work schedule unless the change is mutually agreed upon.

When an employee is called in on a daily basis with less than a five (5) days notice, to cover for emergency absences, vacations, sick leave or personal leave, the employee will not forfeit the employee's additional shift or license compensation.

Section 8. Boiler Checks: The Director of Operations or designee will request approximately four (4) volunteers (Head Custodians) to check all buildings on a rotating schedule that requires a boiler check on weekends, holidays and such other times as necessary. The Director of Operations or designee shall be advised by each Head Custodian by Friday where adjustments might be necessary. In emergency situations, other volunteers will be solicited. The volunteer list will be reviewed at least annually.

## **ARTICLE VIII - HOLIDAYS**

Section 1. Days: The following 11 days shall be paid holidays for all full-time custodial employees.

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	The Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
	New Year's Eve Day

If the Employer designates President's Day as a student attendance day, employees will be granted a floating holiday in lieu thereof.

## **ARTICLE IX - VACATIONS**

Section 1. Vacation Allowances: Vacation allowances shall apply only to 12 month full-time employees covered by this working agreement according to the following schedule:

- One year - forty hours
- Two years - eighty hours
- Six years - one-hundred and twenty hours
- Fourteen years - one-hundred and sixty hours
- Twenty years – two-hundred hours

When calculating years of service, the July 1 subsequent to the anniversary date in this bargaining unit will be used. (i.e. if employee is hired on February 1, 2005, on July 1, 2005, the employee will receive one week of vacation plus the prorated amount from February 1, 2005, through July 1, 2005.)

Section 2. Use of Vacations:

Subd. 1. Vacation hours taken during student contact days are permissible with the approval of the immediate supervisor or designee.

Subd. 2. When a vacation is taken, only working days shall be counted from the vacation time to the employee's credit.

Subd. 3. When a legal holiday falls within a vacation period, the employee is not expected to use vacation hours to receive holiday pay.

Subd. 4. Vacations hours may be carried through August 31<sup>st</sup> of the year following the year in which the days were originally accrued. Example: If days were allocated on July 1, 2005, they may be carried through August 31 of 2007.

## ARTICLE X - LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. A full-time employee shall earn sick leave at the rate of ninety-six (96) hours for each year of service in the employ of the School District. A part-time employee who becomes a full-time employee will receive credit for their part-time years of service.

Subd. 2. A part-time employee shall receive pro-rated sick leave and bereavement leave based on the following formula:

Hours worked      X Contract Allowance  
2080 hours

For example – 4 hours per day x 174 days = 696/2080=33% of 12 days.

Subd. 3. Unused sick leave hours may accumulate to a maximum credit of one hundred fifty (150) days or one-thousand and two hundred hours (1,200) of sick leave per employee (pro-rated for part time employees).

Subd. 4. Employees will be allowed to use sick leave credits in blocks of one (1) hour.

Subd. 5. Sick leave with pay shall be allowed by the School District whenever an employee absence is found to have been due to illness, which prevented his/her attendance and performance of duties on that day or days.

Subd. 6. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 7. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 8. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 9. Sick leave pay shall be approved only upon submission of a proper request in accordance with School District policies and procedures.

Subd. 10. Sick leave shall cover illness of the employee as well as illness of the employee's husband, wife, children, father or mother, providing the illness is of a nature demanding the employee's presence. It shall also cover any additional relationships listed in MN Statute 181.9413 which as of January, 2016 also includes: siblings, mother-in-law, father-in-law, grandchild, grandparent or step-parent. A doctor's statement may be requested to verify an absence.

Section 2. Bereavement Leave: In the event of death in the immediate family, spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, an employee will be able to use up to three (3) days, per occurrence, for bereavement for members of their immediate family. If additional days are necessary, employee may access accrued sick leave. In the event of death of an aunt or uncle, an employee will be able to use one day for bereavement not to be deducted from sick leave. The intent of bereavement leave is to make arrangements for/attend the services of the deceased and/or participate in the activities related to the arrangements.

Section 3. Personal Leave:

Subd. 1. A full-time employee may be granted leave at the discretion of the School Board of no more than three (3) days per year, the days used not to be deducted from any other leave category. One (1) day only may be carried over from year to year.

Subd. 2. Requests for personal leave must be made in writing to the immediate supervisor or designee at least three days in advance, except in the event of emergencies. No reason for such advance leave request need be stated. In the event of an emergency, the employee may request leave by notifying his/her supervisor as soon as possible and explain the nature of the emergency. The School District reserves the right to refuse to grant such leave if under the circumstances

involved the School District determines that such leave should not be granted. All leaves must have prior approval.

Subd. 3. The one (1) unused day allotted will automatically roll unless payout is requested at the end of the school year. Unused days shall be redeemed at \$50.00 per day at the end of the school year. All payout of unused personal leave days will be made as a contribution to the employee's established district 403(b) tax sheltered annuity plan.

#### Section 4. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provision of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portions of days of sick leave or vacation time which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her worker's compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

## Section 5. Child Birth Leave:

Subd. 1. An employee may be afforded a childbirth and/or adoption leave of absence of no more than 12 months provided the employee follows the procedure outlined in this section.

Subd. 2. The employee shall submit a written request to the Superintendent for a childbirth and/or adoption leave including commencement date and return date.

Subd. 3. The effective beginning date of such leave and its duration shall be submitted by the Superintendent to the School Board for its action. The decision of the School Board shall be final and binding and shall not be subject to the grievance procedure.

Subd. 4. An employee returning from a childbirth and/or adoption leave shall be re-employed in a position for which he/she was qualified prior to the leave provided that he/she returns on the date approved by the School Board.

Subd. 5. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.

Subd. 6. The parties agree that periods of time for which the employee is on childbirth and/or adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 7. An employee who returns from childbirth and/or adoption leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue any additional experience credit for leave time during the period of childbirth and/or adoption leave unless required by state and/or federal law.

Subd. 8. An employee on childbirth and/or adoption leave is eligible to participate in group programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain commencing with the beginning of



the childbirth and/or adoption leave unless otherwise required by state and/or federal law. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

Subd. 9. The parties further agree that any childbirth and/or adoption leave of absence granted under this section shall be a leave without pay unless required by state or federal law.

#### Section 6. Maternity Disability Leave:

Subd. 1. A pregnant employee shall be entitled to available sick leave pursuant to leaves of absence during the period of actual disability related to pregnancy or childbirth.

Subd. 2. The Director of Operations or designee may require that the employee undergo a physical examination by a licensed physician of the employee's choice. Such physician's opinion shall be determinative as to the period of disability. The cost of such physical examination shall be borne by the School District.

Subd. 3. Failure of the employee to return pursuant to the date determined as the end of her disability shall constitute grounds for discharge.

Subd. 4. A pregnant employee shall notify the Director of Operations or designee in writing no later than the end of the 5th month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child. At such time the employee must select between childbirth leave and maternity disability leave. The selection, once made, is irrevocable on the part of the employee.

#### Section 7. Medical Leave:

Subd. 1. A full-time employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, up to one year. The school district may, at its discretion, renew such

leave and request for renewal, which was accompanied by a written doctor's statement.

Subd. 2. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to resume his/her normal responsibilities.

Subd. 3. Any person employed to replace an employee on a medical leave shall be considered a probationary employee and shall be automatically terminated upon the return of the employee on medical leave.

Section 8. Leaves of Absence: Earned sick leave, bereavement leave and personal leave will be granted in half day increments unless the employee is absent from work for less than two (2) hours. If an employee is absent from work for less than two hours, she/he would have the option, with pre-approval of the immediate supervisor or designee to use compensatory time or make up the time.

## ARTICLE XI - INSURANCE

Section 1. Health and Hospitalization Insurance: The School District, for all fulltime employees covered by this Agreement, shall contribute a sum of up to:

2021-2022 and 2022-2023

	Plan C
Single	\$ 6,316.20
Two Party	\$13,285.00
Family	\$17,428.00

toward individual, two party and family coverage premiums. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The district shall pay \$50 per month into a Post Retirement Health Care Reimbursement Account for those employees who do not carry single, family, or two party coverage. Effective January 1, 2014, reimbursement from the Post Retirement Health Care Reimbursement Account can only be made after separation from service with Independent School District #192. Effective July 1, 2020, the only health and

hospitalization plan available to, and that the School District will make a monetary contribution toward, shall be the high deductible plan (Plan C).

Custodians who are enrolled in the high deductible health insurance plan (Plan C) have an option to make voluntary contributions on a pre-tax basis through payroll deduction into the Health Savings Account Plan with the District.

Effective July 1, 2015, custodians enrolled in single coverage in the district's high deductible health insurance plan will receive a district contribution into the health savings account plan of \$1,000 on July 15. Those enrolled in two-party coverage shall receive a district contribution into the health savings account plan of \$1,020 on July 15. Those enrolled in family coverage shall receive a district contribution into the health savings account plan of \$500 on July 15. Eligible custodians who provide approved documentation that he/she has received a preventive health insurance examination with age appropriate screenings in the previous calendar year, will receive an additional \$200 contribution into his/her Health Savings Account Plan on the following January 15. Custodians who are enrolled in the high deductible health insurance plan (Plan C) also have an option to make voluntary contributions on a pre-tax basis through payroll deduction into the Health Savings Account Plan with the District. The custodian is responsible for the monthly administrative expenses of their health savings account plan with the district.

An employee who is or wishes to be covered under a spouse's Health Care Savings Account (HSA) plan and is also enrolled under the School District's HRA, shall have access to his/her HRA plan suspended. This change enables the employee to preserve their eligibility under their spouse's HSA plan. The School District shall continue to fund the employee's HRA in accordance with the master agreement and eligibility requirements. The employee will not be allowed to access their HRA account for reimbursements while it is suspended.

If the employee is enrolled in the School District's HRA plan and wishes to suspend his/her HRA account, he/she will sign a Health Reimbursement Arrangement Plan Suspension Election/rescission of Suspension Election form. The same form will be used to rescind the suspension.

Employees will not receive reimbursements from their HRA account for themselves, spouse or dependents for any expenses incurred while the HRA account is suspended. An employee may not modify or revoke the agreement during the Plan Year.

Section 2. Income Protection:

Subd. 1. The School District carries income protection group insurance with School's Insurance Fund. The School District will pay the entire premium for long-term disability for all full-time employees of the School District for income protection coverage.

Subd. 2. The members of the groups shall include all full-time employees; anyone working thirty (30) or more hours per week shall be considered a full-time employee, regardless if he is employed by the hour, week, month or year.

Subd. 3. The School District's contribution shall cease with the termination of an employee's employment who completed a full school term but has resigned at the end of the term.

Section 3. Life Insurance: The School District will contribute the premium for \$75,000 of term life insurance coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan.

Section 4. Dental Insurance: The School District, for all full-time employees covered by this Agreement, shall contribute a sum not to exceed \$28.95 per month toward dental coverage for those employees who qualify for and are enrolled in the district group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 5. Post Retirement Health Care Reimbursement Account: Effective July 1, 2007, the school district shall contribute into a Health Care Reimbursement Account the amount based on the following schedule for each full time custodian:

Employment in group: Maximum annual contribution:

2021-2022 and 2022-2023:	Effective July 1:
0-4 years	No contribution
5-7 years	\$ 325.00
8-16 years	\$ 575.00
17-26 years	\$ 825.00
27+ years	\$1,000.00

Effective January 1, 2014, reimbursement from the account can only be made after separation from service with Independent School District #192.

Section 6. The Selection of the Insurance Carrier and Policy: The selection of the insurance carrier and policy shall be made by the School Board.

Section 7. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contributions: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day.

## **ARTICLE XII DISCIPLINE AND DISCHARGE**

Section 1. Just Cause. Upon successful completion of the employee's initial probationary period, disciplinary action may only be imposed for just cause.

Section 2. Disciplinary Sequence. The disciplinary sequence, unless changed or entirely omitted as provided below, shall be as follows:

- a. Oral reprimand, which shall be documented;
- b. Written reprimand;
- c. Suspension without pay, with written notification to the Union office upon receipt of permission from employee;
- d. Demotion or discharge, with written notification to the Union office

upon receipt of permission from the employee.

This sequence shall not be interpreted to prevent the employer from discharging an employee immediately for just cause. This sequence shall not be interpreted to prevent the employer from changing the above sequence consistent with the severity of the action for which discipline is being administered.

Section 3. Employee Response. An employee who is disciplined pursuant to the Disciplinary Sequence (a) and / or (b) above, shall be entitled to submit a written response to the employer within thirty (30) calendar days following the disciplinary action. This response will be put in the employee's personnel file.

Section 4. Right to Request Union Representative. Upon an employee's request, the employer shall give the requesting employee the opportunity to have a Union Representative present during an investigatory meeting or questioning that may lead to disciplinary action.

### **ARTICLE XIII - JURY DUTY**

Employees called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as jurors. Custodians will notify the Director of Operations or designee in writing as soon as they receive a summons to jury duty. Custodians working the day shift are expected to report to work if released by the courts and at least two (2) hours of the shift remains. Custodians working the evening or overnight shift will meet with the Director of Operations or designee to discuss work shift options for the duration of their jury duty assignment.

### **ARTICLE XIV - VACANCIES AND JOB POSTING**

Section 1. Posting of Vacancies: All permanent vacancies will be posted on the district website for a five working-day period and communicated to all custodians via work e-mail address.

Section 2. Notice of Interest: All employees under this Agreement may submit a written notice of interest for any vacancy posted pursuant to this article.

Section 3. Promotion Positions: In filling positions involving a promotion, the School District shall determine the relevant qualifications for any open or new position. Only qualified employees will be considered for the position. Of those employees, the most qualified will be given the position. When two or more employees have substantially the same qualifications, the employee with the greatest seniority will be given the position.

Section 4. Outside Applicants: The School District reserves the right to fill any position with an outside applicant if internal candidates do not have the needed qualifications for the position or if no internal candidates apply.

Section 5. Administrative Transfers: Seniority and posting shall not apply in an administrative transfer involving two permanent employees. The employee will be notified of the reason for the administrative transfer.

Section 6. Head Custodian/Assistant Head Custodian: The School District shall have the right to select and assign all head custodians and assistant head custodians within the School District.

Section 7. Change of Assignment: If an employee is offered and accepts a new position and then is offered and accepts another position within 10 days, the original position does not need to be reposted and applicants may be considered from the original posting.

## **ARTICLE XV – PROBATIONARY PERIOD AND SENIORITY**

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of six months of continuous employment during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from the most recent date of hire by the employer in their classification. Satisfactory completion of the probationary period shall be accomplished upon a positive written recommendation from the buildings and grounds director.

Section 2. Training Period, Change of Classification: An employee transferred or promoted to a different classification shall serve a new training period of 90 calendar days in any such new classification. During this 90-day training period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to re-assign the employee to his/her former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause by the School Board.

Seniority shall not be granted until after the probationary period. In the event more than one employee is hired on the same day and it becomes necessary to determine seniority for promotion and/or layoff, the method of determining seniority will be determined by the last four digits of the employees social security number with the greater number equating to the higher seniority.

Subd. 2. Loss of Seniority: Seniority shall be lost by any of the following:

- 1) Voluntary quit,
- 2) Discharge, for just cause, or
- 3) Lay-off for more than twenty-four (24) months.
- 4) Seniority will be frozen for those employees placed on lay-off

Section 4. The employer agrees to prepare and post a seniority list of all employees covered by this Agreement. The Seniority List shall be prepared and posted every year in January. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date of the Seniority List is posted, the seniority standing of the employees as shown on such Seniority List shall be deemed to be correct.

Section 5. Seniority List: A list of full time seniority shall be posted on the basis of the original date of employment and years of service in a full time position covered by this Agreement. In cases of broken service, the latest date of employment shall be the one used to determine seniority.



A list of seniority for part-time employees shall be posted on the basis of the original date of employment and years of service. In cases of broken service, as of August 1, 2009, the latest date of employment shall be the one used to determine seniority. In the event that a part time custodian successfully applies and is therein considered a full time custodian, the part-time to full-time custodian will be placed at the bottom of the full-time custodian's seniority list and will be removed from the part-time custodian's seniority list. It is understood that the employee will retain their years of service in a part-time position for purposes of career incentive and sick leave accrual.

## **ARTICLE XVI REDUCTION OF WORK FORCE**

### Section 1. Seniority:

Subd. 1. Seniority shall for the purposes of lay-off and recall, be determined based on the total hours for which an employee received pay while working in a position covered by this Agreement.

Subd. 2. The employee with the least seniority shall be considered for lay-off first and, upon recall, employees with the most seniority shall be considered for recall first. This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of utility or damages from natural or unnatural disaster.

Subd. 3. Should a position held by an employee covered by this Agreement be eliminated, the employee shall have the right to bump (displace) any employee with less seniority in a position of equal or lower rate of pay. Any employee bumped (displaced) shall have the right to bump (displace) any other employee with less seniority who is in a position of equal or lower pay.

Subd. 5. In the event of a lay-off, the employer shall notify the union office and the employees at the earliest opportunity. All temporary or substitute employees will be laid off first. Under no circumstances shall this notification be less than fifteen (15) calendar days.

## ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” mean(s) a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1.

Section 2. Representative: Any person or agent designated by such party to act in their behalf may represent the exclusive representative, administrator or School Board during any step of the procedure.

### Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by this contract.

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

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

first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustment of Grievances: The School Board and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee with the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within eight days after receipt of the written grievance.

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

Subd. 3. Level III, Mediation - Optional by Mutual Agreement The parties may call for mediation of the dispute by a mediator mutually agreed upon from the office of the Bureau of Mediation Services. A recommendation for settlement of the dispute by the mediator shall not be final and binding upon either party unless it is mutually agreed.

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

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filled in the Office of the Superintendent within ten days following the decision in Level II of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Within ten (10) days of the service of written notice of intent to arbitrate, the employer's Office of Superintendent or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall alternately strike names from the list of seven (7) names to be provided by the Bureau until only one (1) name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one (1) party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the bureau, with a copy of the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three (3) days of service of the notice of refusal or failure to strike names, the bureau shall designate one (1) name from the list previously provided to the parties and the person so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Subd. 4. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this

written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

## **ARTICLE XVIII - GENERAL**

Section 1. Physical Examination: A physical examination may be required of all new employees at the employee's expense.

Section 2. Union Meetings: Union meetings may be held on school premises upon approval of the Director of Operations or designee at a time when they will disrupt the routine as little as possible.

Section 3. Vocational Training:

Subd. 1. The School District will pay the annual Boiler Operator's license fee for all employees covered by this contract who obtain and/or maintain a license under Minnesota state laws.

Subd. 2. The School District will reimburse the employee for tuition, books, mileage and meals while attending and successfully completing any course that is work-related and that the Superintendent has given prior approval for the employee to attend.

Subd. 3. The School District will pay the tuition and/or registration fee for computer courses held under the Farmington Community Education Program.

**ARTICLE XIX – TAX SHELTERED ANNUITY MATCH**

Section 1. Tax Sheltered Annuity Match

Subd. 1. As of July 1, 2007, the School District will match a full time employee’s contribution to a 403(b) Tax Sheltered Annuity according to the following schedule:

Effective July 1:

Current Full Time Years in the Bargaining Group	Maximum Annual School District Matching Contribution
0-4 years	\$ 250.00
5-7 years	\$ 325.00
8-16 years	\$ 575.00
17-26 years	\$ 825.00
27+ years	\$1,000.00

Employees who have a matching district contribution and fail to complete four years of service to the district, will have their remaining payroll checks reduced by the total amount contributed by the district into the employee’s 403(b) Tax Sheltered Annuity account.

Subd. 2. All employees shall be able to make contributions to a district approved 403B Plan of their choice. This contribution will be through a district payroll deduction with an equal amount to be deducted from each payroll period.

**ARTICLE XX - RESIGNATION**

Section 1. Resignation Notice and Vacation Impact: Employees electing to resign shall be required to give the employer two week's notice and shall continue in the employer's service during this two-week period with the exception that the employee may leave earlier when competent replacement can be made in the usual manner. Failure to give such notice shall result in loss of any vacation benefits, which the employee might otherwise be entitled to. If the employee resigns from the district and has used more vacation than has been accrued, the amount used will be taken from their last pay check. Employees electing to resign or retire who provide the employer with four (4) week’s written notice and continue actively working during

that four (4) weeks shall receive a \$200 notification incentive in their last paycheck.

## **ARTICLE XXI - DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the International Union of Operating Engineers, Local No. 70, representing the maintenance, custodial and stationary engineer employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by both parties.

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

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

INDEPENDENT SCHOOL  
DISTRICT #192  
Farmington, Minnesota

INTERNATIONAL UNION  
OF OPERATING ENGINEERS  
LOCAL NO. 70, AFL-CIO  
St. Paul, Minnesota

\_\_\_\_\_  
Board Chairperson

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

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
President

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

Dated this 9<sup>th</sup> day of May, 2022

Dated this 9<sup>th</sup> day of May, 2022.



**MEMORANDUM OF UNDERSTANDING**

This Agreement is entered into by and between the International Union of Operating Engineers, Local No. 70 and Independent School District 192. The parties agree that late shift employees who are temporarily assigned to work days on non-student contact days during the school year shall continue to receive the late shift pay rather than the day shift pay. They will also continue to receive the late shift pay when using paid time off during the school year.

This memorandum of understanding does not apply to summer work.

FOR INDEPENDENT SCHOOL  
DISTRICT #192  
Farmington, Minnesota

FOR INTERNATIONAL UNION  
OF OPERATING ENGINEERS  
LOCAL NO. 70, AFL-CIO  
St. Paul, Minnesota

\_\_\_\_\_  
Board Chairperson

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

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
President

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

Dated this 9<sup>th</sup> day of May, 2020

Dated this 9<sup>th</sup> day of May, 2022.

## **MEMORANDUM OF AGREEMENT**

Effective July 1, 2019 (or as soon as practicable after full ratification of this agreement), employees who have agreed to participate in the sick leave bank who have a medical emergency shall be allowed, upon qualifying, to utilize days from the sick leave bank. A medical emergency is defined as: a catastrophic medical condition of an employee that would lead to the worker's absence from work for an extended length of time, minimum of three (3) weeks and causes a substantial loss of income. A medical certificate from a qualified physician or psychologist is required as evidence of illness.

Subd. 1. Employees shall be offered the opportunity to join the sick leave bank on July 1<sup>st</sup> following their date of hire into a sick leave eligible position in the bargaining unit. Participation requires a donation of eight (8) hours of sick leave. If a unit member chooses not to participate in the donation of hours when first eligible, the member forfeits any future access to the sick leave bank. Each subsequent July 1, participants must donate an additional eight (8) hours until the bank has a minimum of 240 hours (no more than an eight (8) hour donation is required/allowed in any one year). If an employee does not have enough sick leave to donate, he/she may choose to donate vacation/personal leave instead. During the 2019-2020 initial year of implementation, employees wishing to join the bank, must donate eight (8) hours within 30 days of full implementation of this contract.

Subd 2. Sick bank days shall be awarded in a three (3) week block of hours. If during the awarded time the individual is able to return to work, the unused sick leave shall be returned to the bank. Participants must use their own accumulated sick leave, personal leave, compensatory time and vacation before accessing sick bank hours. Sick leave bank hours are not available to the custodian once the custodian becomes eligible for long term disability.

Subd. 3. A participant shall only be eligible to receive the one (1) three (3) week block of hours from the sick leave bank during any three (3) year period. Year one (1) would begin on the first day the sick leave bank days are awarded.

Subd. 4. Eligibility shall be jointly administered by the Superintendent or designee of ISD 192 and one (1) union representative.

Subd. 5. Eligibility decisions are not subject to the grievance process.

FOR INDEPENDENT SCHOOL  
DISTRICT #192  
Farmington, Minnesota

FOR INTERNATIONAL UNION  
OF OPERATINGENGINEERS  
LOCAL NO. 70, AFL-CIO  
St. Paul, Minnesota

\_\_\_\_\_  
Board Chairperson

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

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Recording Secretary

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Business Representative

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Negotiator

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Negotiator

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Negotiator

Dated this 9<sup>th</sup> day of May, 2022

Dated this 9<sup>th</sup> day of May, 2022.

**MEMORANDUM OF UNDERSTANDING**

This Agreement is entered into by and between the International Union of Operating Engineers, Local No. 70 and Independent School District 192. The parties agree to form a committee that will meet during the duration of this contract as needed to discuss concerns related to staffing, vacation requests, and roles and responsibilities of evening custodians as they relate to community events in the schools.

FOR INDEPENDENT SCHOOL  
DISTRICT #192  
Farmington, Minnesota

FOR INTERNATIONAL UNION  
OF OPERATING ENGINEERS  
LOCAL NO. 70, AFL-CIO  
St. Paul, Minnesota

\_\_\_\_\_  
Board Chairperson

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Negotiator

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Negotiator

Dated this 9<sup>th</sup> day of May, 2022

Dated this 9<sup>th</sup> day of May, 2022.