

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT 12
CENTENNIAL PUBLIC SCHOOLS

And

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70

Representing

CUSTODIAL AND MAINTENANCE EMPLOYEES
OF THE SCHOOL DISTRICT

Effective July 1, 2021 through June 30, 2023

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ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District 12, Circle Pines, 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) 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 and maintenance employees 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 the Exclusive Representative for custodial and maintenance employees employed by the School Board of Independent School District 12, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

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

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: 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 appropriate unit shall consist of all custodial and maintenance personnel employed by the School District including custodians, head custodians and laundry workers, but excluding the following: confidential employees, supervisory employees, director of buildings and grounds, essential employees, part-time employees whose services do not exceed 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.

Section 3. Definitions: Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School Board 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 and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the rights 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 parties recognize 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 the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District, 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.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Rights 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: The School Board recognizes the right of employees to form and join labor or employee organizations.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative. 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. Deductions shall be made each month and transmitted to the Exclusive Representatives together with a list of names of the employees from whose pay deductions were made.

ARTICLE VI NON-APPLICABLE

ARTICLE VII HOURS OF SERVICE

Section 1. Full-Time Employees: A regular work week shall consist of five (5) consecutive days and 40 hours per week, exclusive of lunch.

Section 2. Part-Time Employees: The School District reserves the right to employ such part-time personnel as deemed necessary and desirable.

Section 3. Starting Times: Starting times shall be determined by the School District. The District will, however, give five (5) days' notice of shift schedule changes except in cases of emergency necessitating deviation from normal work procedures.

ARTICLE VIII RATES OF PAY

Section 1. Effective Date: The wages and salaries reflected herein shall be a part of the Agreement and shall be effective as provided herein.

Section 2. Step Increase Status: For the 2021-2023 contract, employees will advance one (1) step as of July 1st of each year of the contract period. Upon the expiration of this Agreement (June 30, 2023) a step increase is not automatic and is subject to the re-negotiation of this Agreement by the parties.

Section 3. New Employees: New employees shall be hired at the starting rate unless they have prior custodial experience, in which case an experience credit may be granted for salary placement and the Union shall be notified prior to final action.

Section 4. Substitute Custodian:

Subd. 1. Substitutes: Employees hired to substitute for a custodian shall be paid at the par time rate of pay listed in Section 5, Basic Rates of Pay. Substitutes shall not be eligible for any other pay or benefits listed in the master agreement.

Section 5. Basic Rates of Pay:

Subd 1. 2021-2022 Pay Scale:

<u>Step</u>	1	2	3	4	5
Base Rate	NA	\$23.43	\$24.00	\$24.58	\$25.18
Laundry Worker		\$16.53			
Part-Time/Substitute		\$15.14			

Subd 2. 2022-2023 Scale:

<u>Step</u>	1	2	3	4	5
Base Rate	NA	\$23.78	\$24.36	\$24.95	\$25.56
Laundry Worker		\$16.96			
Part-Time/Substitute		\$15.52			

Section 6. Head Custodial Pay: Head groundskeeper receives an additional \$3.26 per hour in 2021-2023. Elementary head custodians receive an additional \$3.26 in 2021-2023 per hour. Secondary head custodians receive an additional \$5.00 in 2021-2023 per hour.

Section 7. Back-Up Lead Custodian Pay: The Back-Up Lead Custodian shall receive an additional \$1.63 for fiscal years 2021-2023.

Section 8. Shift/Pool/District Grounds Differential: Custodians will receive .38¢ per hour for shifts commencing after 3:00 p.m., and .38¢ per hour for pool work area, and .38¢ per hour for district grounds work.

Section 9. License Differential: Employees whose assignment requires a license as described below shall be paid at the following differential.

	<u>7/1/21 – 6/30/22</u>	<u>7/1/22 – 6/30/23</u>
Chief's License	.21¢ per hour	.21¢ per hour
1st Class License	.17¢ per hour	.17¢ per hour

2nd Class License	.13¢ per hour	.13¢ per hour
Special License	.11¢ per hour	.11¢ per hour
Electrical License	.10¢ per hour	.10¢ per hour

Full-time employees must achieve a Special License before the end of their probationary period or they shall be frozen on the step schedule. A full-time employee must achieve a 2nd Class License two (2) years from the end date of their probationary period or they shall be frozen on the step schedule. Existing hires as of January 1, 1994, are exempt but encouraged to pursue a higher grade license. Grounds workers are excluded from this requirement.

Section 10. Overtime Pay:

Subd. 1. Overtime required and authorized by the administration shall be paid at the rate of time and one-half (1½) for all hours over forty (40) work hours in the week. For purposes of calculating overtime, holidays will be counted as hours worked. Paid leave time will not be counted as time worked.

Subd 2. Time and one-half (1½) will be paid for hours worked on Sundays and holidays.

Section 11. Building Check: The School District shall pay a minimum of one (1) hour building check for such building checks as are authorized and required by the School District on days when an employee is not regularly on duty. Building checks shall be one (1) hour at double time (2). Additional building check hours after one (1) hour shall be at time and one-half (1½).

Section 12. Call Back Pay:

Subd. 1. The minimum time on an authorized call back shall be one (1) hour at double time (2). Additional call back hours after one (1) hour shall be at time and one-half (1½). Authorized call backs shall be those authorized or approved by the Director of Buildings and Grounds.

Subd 2. Employees shall be entitled to call back pay when the employee is required to return to work after he/she has been released from his/her regular duties after an eight (8) hour shift or when an employee, working a regular forty (40) hour week, is required to report on his/her day off or at any time not continuous with his/her regular shift.

Section 13. Paydays: Paydays shall be on the last federal banking day on or before the 15th day of each month and on the last federal banking day of each month. Direct deposits are made no later than 9:00 a.m. on payday. If work is not in session on a scheduled payday, direct deposit slips and pay checks will be delivered to the post office or schools the working day prior to payday.

Section 14. Retroactive Pay: Employees who have separated for any reason from employment

with the school district shall not be retroactively compensated for any difference between their compensation on the date of their separation and the newly negotiated compensation. Compensation shall include regular rate of pay, overtime pay, compensatory time off, differential pay and/or longevity pay.

ARTICLE IX HOLIDAYS

Section 1. Paid Holidays: Full-time employees shall be granted eleven (11) paid holidays as follows:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Day before Christmas Day
10. Christmas Day
11. Day before New Year's Day

Section 2. Holiday Schedule: The holiday schedule will be posted in advance for the coming school year.

Section 3. Weekends: Holidays that fall on weekends will be observed on a day established by the School Board.

Section 4. School In Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 5. Eligibility: In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after a holiday unless he/she is on excused illness, leave or on vacation under these provisions

Section 6. Application: This Article shall apply only to regular full-time employees.

ARTICLE X GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board. The Board will meet and confer with the Union on this matter.

Section 2. Medical-Hospitalization Insurance:

Subd 1. Single Coverage: Effective January 1, 2022, the School Board will contribute the sum of \$804.00 per month toward the cost of the premium for the medical-hospitalization plan for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in a School District group medical-hospitalization plan. The cost of the premium not contributed by the School Board shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023, the School Board will contribute the sum of \$812.00 per month toward the cost of the premium for the medical-hospitalization plan for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in a School District group medical-hospitalization plan.

Subd. 2. Employee Plus One Coverage: Effective January 1, 2022, the School Board will contribute the sum of \$1,728.00 per month toward the cost of the premium of employee plus one coverage for medical-hospitalization coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group medical-hospitalization plan and who is qualified for employee plus one coverage. The cost of the premium not contributed by the School Board shall be borne by the employee and paid by payroll deduction. Effective January 1, 2021, 2023, the School Board will contribute the sum of \$1,745.00 per month toward the cost of the premium of employee plus one coverage for medical-hospitalization coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group medical-hospitalization plan and who is qualified for employee plus one coverage.

Subd. 3. Family Coverage: Effective January 1, 2022, the School Board will contribute the sum of \$1,973.00 per month towards the cost of the premium of family coverage for medical-hospitalization coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group medical-hospitalization plan and who is qualified for family coverage. The cost of the premium not contributed by the School Board shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023, the School Board will contribute the sum of \$1,993.00 per month towards the cost of the premium of family coverage for medical-hospitalization coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group medical-hospitalization plan and who is qualified for family coverage.

Subd. 4 Continued Coverage: Full-time custodians who are least fifty (50) years of

age and have completed fifteen (15) years of full-time service in the Centennial School District shall be eligible to continue at his/her expense in the School District's health plan provided that the School District's contract with the health care insurer permits such participation.

Section 3. Income Protection Plan: The School Board will contribute up to the sum of \$18.00 per month for each full-time employee employed by the School District toward the purchase of an income protection plan. In order to be eligible for this contribution, the employee must be qualified for and enrolled in the group plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 4. Life Insurance: The School Board will contribute up to the sum of \$10.50 per month for each full-time employee employed by the School District toward the purchase of a \$50,000 term life insurance policy. The terms and conditions are set forth in the group policy provided by the policyholder. In order to be eligible for this contribution, the employee must be qualified for and enrolled in the group life insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 5. Eligible Employees: The parties agree that only full-time employees shall be eligible for group insurance benefits as provided in this Article.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further 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 7. Duration of Insurance Contribution: An employee is eligible for Board contributions as provided in this Article as long as the employee is employed by Independent School District 12. Upon termination of employment, all Board participation and contribution shall cease, effective on the last working day.

Section 8. Dental Insurance: The School District shall contribute a maximum of \$31 per month toward the cost of dental insurance coverage. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time employees shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School District.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred sixty (160) days of sick leave per employee.

Subd. 3. Sick leave pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. Use of sick leave with pay to care for family members who are ill or injured will be granted in accordance with Minn. Stat. § 181.9413, as amended. Family members covered by Minn. Stat. § 181.9413 include minor and adult children, a spouse, sibling, parent, grandparent, or stepparent. Leave can be used no more than 160 hours in any 12-month period. Any amendments to the definition of family members covered by Minn. Stat. § 181.9413 shall be incorporated into the Master Agreement upon the effective date of the amendment.

Subd. 5. The School Board 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. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 6. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 7. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 8. Sick leave pay shall be approved only upon submission of a request through the authorized sick leave pay request process.

Section 2. Funeral Leave:

Subd. 1. Up to but not exceeding five (5) days as needed only with full pay shall be allowed for absence due to death of a member of the employee's or the employee's spouse's immediate family. Such days shall not be deducted from sick leave.

Subd. 2. The immediate family is defined as father, mother, sister, brother, spouse, son, daughter, grandparents, grandchildren, all in-laws, aunts, uncles, nieces and nephews,

and domestic partner. Domestic partner is defined as a person who shares a residence with the employee and is not married to the employee.

Subd. 3. An employee does not receive an automatic five (5) days funeral leave when an immediate family member dies. An employee receives up to five (5) days as needed only when an immediate family member dies. Needed time may be for arranging a funeral, traveling to a funeral site, attending a funeral and other funeral related activities. For example, attending to the funeral needs of a spouse or child may take five (5) days. Attending to the funeral needs of an uncle, for example, may only take one (1) day or part of one (1) day.

Section 3. Personal Leave:

Subd. 1. An employee may be granted a leave of two (2) days per year, non-accumulative.

Subd. 2. The employee may use the personal leave day at their discretion; however, employees qualifying for vacation during the school year under Article XII, Section 4, Subd. 2, may not combine personal leave and vacation leave for more than three (3) consecutive days of leave.

Subd. 3. New employees employed prior to January 1 shall receive a full year of service toward personal leave. An employee hired after January 1 shall receive no service toward personal leave through June 30 of that year.

Subd. 4. Requests for personal leave must be made in writing to the Director of Buildings and Grounds at least (3) days in advance, except in cases of emergency.

Subd. 5. A personal leave day shall not be granted for the day preceding or the day following holidays or vacations unless approved by the Superintendent or designee.

Subd. 6. On a given day, only one custodian per building can use personal leave or vacation leave per Article XII, Section 4, Subd. 2, unless authorized by administration. Requests received on the earliest date or time by the Director of Buildings and Grounds will be granted first.

Section 4. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' 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 workers' 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 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 Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit this workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

Section 5. Medical Leave: An employee who has completed his/her probationary period and who is unable to perform duties because of illness or injury, and 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 twelve (12) months. 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 assume normal responsibilities. The School District may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

Section 6. Insurance Application: An employee on leave under Section 6 of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 7. Unpaid Leave:

Subd. 1. Unpaid leaves for one (1) or two (2) days may be approved at the discretion of the Superintendent or his/her designee.

Subd. 2. All requests for unpaid leaves must be submitted to the Superintendent or his/her designee at least one (1) week in advance of the leave date.

Subd. 3. No more than one (1) employee per building will be granted an unpaid leave for the same work day(s).

Subd. 4. Unpaid leave requests for more than two (2) days must be submitted to the

School Board for their consideration. It is the employee's responsibility to submit his/her requests to the Superintendent or his/her designee at least one (1) week in advance of the next regularly scheduled School Board Meeting.

Section 8. Earned leave under this article can be taken in 30 minute increments of time.

Section 9. Donation of Paid Personal or Sick Leave

The District and International Union of Operating Engineers, Local No. 70 recognize the stress and strain put on a employees and family when a serious illness or injury strikes the employee. A catastrophic illness or injury can result in the loss of time and wages depending on the individual employee's situation. In support of the International Union of Operating Engineers, Local No. 70 and in acknowledgement of the value of that staff person to the District, the District and the International Union of Operating Engineers, Local No. 70 Employees have developed an emergency sick leave pool where employees who have exhausted their leave options may apply for additional days available as part of the pool. The pool will be filled by donations made by members of the International Union of Operating Engineers, Local No. 70 Employee unit to support colleagues experiencing such circumstances.

Subd. 1. Purpose. The purpose of this section is to provide employees the opportunity to voluntarily donate paid personal or sick leave to employees that have been diagnosed with a catastrophic illness or injury.

The purpose of the donation process is to help the employee who has exhausted all earned paid leaves of absence including paid personal days, paid personal days with a substitute teacher substitute deduction, and sick leave days until the employee is eligible for LTD Insurance payments.

Catastrophic Illness or Injury Defined: Catastrophic illness or injury is defined according to the current LTD provider.

Subd. 2. Eligibility. In order to be eligible to receive donated paid sick leave, the employee must meet all of the following criteria:

1. Diagnosed by a physician with a catastrophic illness or injury (as defined above). The physician must sign and date a statement describing the illness. The statement must accompany a written request to the director of human resources for donated paid personal or sick leave.
2. The employee must have exhausted all earned paid leaves of absence including paid personal days, vacation and sick leave days.

3. Approved by the school district's long-term disability group insurer to receive long-term disability payments (participant in the LTD insurance plan and have applied for benefits).
4. Must have already participated in the sick/personal leave donation process. Participation is defined as already have donated 1-3 days of their own time. Employees need to donate at the time of hire or make an initial donation to be eligible to participate. Once the sick leave bank reaches 200 days, donations are no longer needed until the bank is reduced to 20 days (unless the employee is new and wants to participate in the program). All days donated to the pool are non-returnable.
5. Eligibility for the leave donation ends when the employee becomes eligible for long-term disability or 30 days, whichever is less.
6. Be available to the employee for the employee's own illness.

Subd. 3. Donation Details.

1. Leave Bank: The minimum number of days in the sick leave bank for the unit will be 20 days. When the reserve balance stands at twenty (20) days or fewer, all International Union of Operating Engineers, Local No. 70 Employees wanting to belong to the reserve must contribute at least one day to the reserve to continue participation.
2. Notification. Upon receipt of an eligible employee's request for donated sick leave, the Human Resources Director, with two (2) of the unit's representatives, one of whom will be the International Union of Operating Engineers, Local No. 70 Representative or his/her designee, determine eligibility. The decision on approval on individual requests is final and is not subject to the grievance process.
3. Value: The value of a donated day will be equal to the employee's regular daily rate of pay. Donated days will be deducted in whole, not partial days.
4. Status of Donated Days. Once donated time has been transferred to the donation bank, the donor has no rights to that time for any reason and the time will be treated as if the donor utilized the time.
5. Allowance: The maximum number of days that an eligible employee may access the donation bank is 30 days in any 3-year period.
6. Process: Donated days will go directly into the eligible employee's sick leave bank (Aesop). The Human Resources Director will be in charge of depositing the approved allotted days into the eligible employee's sick leave bank.

ARTICLE XII
403B

- Section 1. Eligibility: Full-time employees who have completed a minimum of six (6) years of continuous service in Centennial School District shall be eligible to participate in the 403B matching program. One year of service shall be defined as the employee being on payroll for a minimum of one hundred ninety-two (192) days, and regularly working eight (8) hours per day. In order to elect a school district match, the employee must have completed eight (8) six (6) years of service on or before July 1 of the calendar year in which the employee would become eligible to elect a matching contribution by the school district.
- Section 2. Program Year and Election: Each year, the employee may elect to participate in the program. Election forms will be provided to the employee by the personnel office. The program year shall be defined as July 1 through June 30. Employee elected contributions may not be changed during the program year.
- Section 3. School District Matching Payment: Eligible employees may elect to receive a dollar match from the School District for each dollar the employee elects to contribute to the 403B program. The total School District program year match shall be a maximum of \$1,000 for six (6) to seven (7) completed years and \$2,000 for eight (8) to nineteen (19) completed years. The total School District program year match shall be a maximum of \$2,200 for employees who have 20 years of service. The employee's total elected contribution shall be made through paycheck deduction, and the deductions shall be equally divided among the employee's regular paychecks beginning July 15 each program year the employee elects to participate.
- Section 4. Selection of Investment Company: Contributions by the employee and School District may be made only to the School District approved 403B investment companies. Once the employee elects an investment company, the election shall remain in full force unless the employee notifies the personnel office in writing of a desire to change investment companies. All written investment company change requests must be received in the personnel office no later than June 15 proceeding the next program year.
- Section 5. Costing in the Contract Settlement: The School District total matching contributions shall be included as part of the total contract settlement package costs.
- Section 6. Claims Against the School District: The parties agree that any description of benefits contained in this article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the 403B program and any applicable federal, state or local laws, rules or regulations. It is further understood that no claim shall be made against the School District as a result of a denial of a 403B program by any agency of the federal, state or local government.

Section 7. Duration of School District Contributions: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by Independent School District 12. Upon termination of employment, all School District contributions shall cease effective on the employee's last working day.

ARTICLE XIII VACATIONS

Section 1. Eligibility: This Article shall apply to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week on a regular assignment and shall not apply to nine and one-half (9 ½) month employees or part-time employees.

Section 2. Earned Vacation: Full-time employees under these provisions shall accrue vacation as follows:

5/6 of a day for each month of service for each year during the first five (5) years of service in the School District.

1.25 days for each month of service for each year after completing five (5) years of service in the School District.

1.67 days for each month of service for each year after completing fourteen (14) years of service in the School District.

1.916 days for each month of service for each year after completing twenty-five (25) years of service in the School District.

Section 3. Application:

Subd. 1. Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter right until July 1 of the following year but may be permitted to take vacation at the discretion of the Executive Director of Business Services.

Subd. 2. If the employee resigns before completing a full year of service, he/she shall not be entitled to any vacation pay and he/she shall have the salary paid for any vacation days taken deducted from his/her final check. An employee who has completed at least one (1) year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance notice of his/her resignation time.

Subd. 3. New employees employed prior to January 1 shall receive a full year of service toward vacation. An employee hired after January 1 shall receive no service toward vacation through June 30 of that year.

Section 4. Other Vacation Rules:

Subd. 1. Employees shall have the right to split their vacation provided it is acceptable with the Executive Director of Business Services.

Subd. 2. Employees may be allowed to take their vacations while school is in session with permission of the Director of Buildings and Grounds. On a given day, only one custodian per building can use vacation on a session day, unless authorized by the Superintendent or designee. Requests received on the earliest date or time by the Superintendent or designee shall be granted first.

Grounds personnel shall be able to utilize vacation when school is in session upon approval of the Director of Buildings and Grounds.

Subd. 3. The vacation schedule for the period between the last day of school in the spring and the first day of school in the fall will be determined and posted no later than May 15 of each year. Seniority will be considered in approving these vacation days.

Subd. 4. Vacations accrued as of July 1 of each year must be taken by the subsequent December 31. Vacation days not used by December 31 will be canceled and there will be no payment in lieu of vacation.

**ARTICLE XIV
GRIEVANCE PROCEDURES**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

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

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 weekdays not designated as holidays by State law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so

computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, 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 fifteen (15) days after the date of 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 Grievance: The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If the grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

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 at the request of the grievant or at its own instance provided the School Board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I or Level II has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to affirm, reverse or modify such decision and at the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 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 filed in the Office of the Superintendent within ten (10) days following the decision in Level II or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the P.E.R.B. to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the P.E.R.B. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5 of the grievance procedure.

b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and

the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

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

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made in the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein 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 operation within the legal limitations surrounding the financing of such operations.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District. Such form shall be readily accessible in all school buildings.

ARTICLE XV SENIORITY

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement within classifications concerning reduction in force. In regard to vacancies and promotions, the provisions of Article XIII shall apply.

Section 2. Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority the seniority date shall relate back to the date of original hire. If more than one (1) employee is hired on the same date, seniority ranking shall be alphabetical by the last name (first in alphabet, first in seniority). If the last names are the same, it shall be determined by lot.

Section 3. Lay Off Application: An employee on lay off shall retain his/her seniority and right to recall within classification in seniority order for a period of one (1) year after the date of lay off.

ARTICLE XVI VACANCIES AND JOB POSTINGS

Section 1. Posting of Vacancies: All permanent vacancies and full-time positions will be posted for a period of five (5) working days. The Union office shall be provided with a copy of all postings. A permanent vacancy is defined as one anticipated to last more than six (6) months. A temporary vacancy is defined as one anticipated to last less than six (6) months. A position may be filled temporarily pending completion of posting and application procedures.

Section 2. Application for Vacancies: All employees under this Agreement may submit application in writing for any vacancy which is posted pursuant to this Article.

Section 3. Mailed Notices: An employee scheduled on vacation more than two (2) weeks at an interval will be given mailed notice of any posting during such vacation period providing he/she makes such a request in advance of his/her vacation period, and provides the school business office with a self-addressed envelope for such purposes.

Section 4. Filling of Vacancies: Notice of the candidate selected to fill the vacancy shall be given within fifteen (15) working days after the close of the posting.

Section 5. Application of Seniority: Seniority will be considered in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position, excepting those positions involving a promotion which shall be filled as provided in Section 6 herein. For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay.

Section 6. Promotion Posting:

Subd. 1. In filling positions involving a promotion as defined in Section 5 above, the position shall be filled by the School District with the best qualified candidate as determined by the School District. In making its determination the School Board shall consider the employee's qualifications and aptitude for the position as well as his/her length of service with the School District, along with other relevant factors.

Subd. 2. If, in review of applications, the School District is going to recommend that the job be awarded to a junior employee, the Union shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the school business official. The decision of the school business official may be appealed to the Superintendent within the provisions of the grievance procedure and a review may be sought with the School Board. However, if there is not agreement, the decision of the Superintendent or the School Board shall be final and binding and the parties agree that such decision shall not be subject to arbitration clause.

Section 7. Outside Applicants: The School District reserves the right to fill any positions with an outside applicant if internal candidates do not have the needed qualifications for the position or if no internal candidates apply.

Section 8. Administrative Transfers: Seniority and posting shall not apply in an administrative transfer involving two (2) permanent employees. Transfers of this nature will be discussed with the Union prior to final disposition.

ARTICLE XVII DISCIPLINE/DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of one (1) year of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period – Application for Positions in Other Locations: During the probationary period an employee shall not be eligible to apply for positions at another district location.

Section 3. Probationary Period - Change of Classification: In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of one year in any such new classification. During this one year probationary 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 reassign the employee to his/her former classification.

Section 4. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure. Full-

time employees hired after 3/1/92 must achieve a special boilers license before the end of their probationary period.

Section 5. Suspension:

Subd. 1. Without Pay: Any employee may be suspended without pay for good and sufficient reason. Any such suspension is subject to the grievance procedure.

Subd. 2. Notice of Hearing: Suspension shall take effect upon written notification from the Superintendent of Schools to the employee, stating the grounds for suspension, which may include, but would not be limited to, chemical abuse while on the job, theft, immoral conduct, abuse of children, abuse of sick leave or neglect of duty, together with a statement that the employee may make a written request for a hearing before the School Board to review the suspension within twenty-one (21) days after receipt of such notification. If no hearing is requested within such twenty-one (21) period, it shall be deemed acquiescence by the employee to the suspension. If after a hearing before the School Board the suspension is reversed and set aside, the employee shall be reinstated and compensated for salary loss during the period of the suspension. However, should the decision of the School Board, after said hearing, to be uphold the suspension, the employee shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level provided within notification requesting arbitration is received by the School Board or Superintendent within five (5) days after receipt of the School Board's decision following the hearing.

Subd. 3. Effective Date: The suspension shall take effect upon receipt by the employee of the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the School Board, but not to exceed a period of 30 working days.

**ARTICLE XVIII
MISCELLANEOUS**

Section 1. Physical Examination: The School Board shall require of each new employee a complete physical exam at their own expense as a condition of employment.

Section 2. Jury Duty Leave: In the event an employee serves on jury duty on a school duty day, the employee shall receive their regular salary, but shall remit to the School District offices any jury duty fees. The employee shall retain any expense and mileage allowance paid to them by the Court.

Section 3. Uniforms: The School District shall provide each full-time employee with three (3) uniforms per year. The School District will, if practicable, provide these uniforms by August 1 of each year even if the bargaining agreement between the parties is unsettled as of that date. Uniforms shall be worn by custodians on teacher contract

days and other days as requested by the Executive Director of Business Services.

ARTICLE XIX DURATION

- Section 1. **Term and Reopening Negotiations:** This agreement shall remain in full force and effect for a period commencing July 1, 2021 through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023.
- Section 2. **Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the custodial 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 and rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
- Section 3. **Finality:** Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open to negotiating during the term of this Agreement except if mutually agreed by the parties.
- Section 4. **Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

For _____
I.U.O.E. Local No. 70
2722 County Road D East
White Bear Lake, MN 55110



President




Business Representative

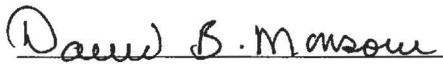
For _____
Independent School District 12
4704 North Road
Circle Pines, MN 55014



School Board Chairperson



School Board Clerk



Business Manager



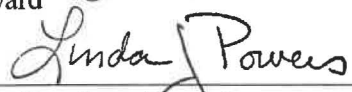
Steward



Steward



Steward



Recording Secretary

Dated this 4 day of
March, 20 22

Dated this 28 day of
February, 20 22

