

CONTRACT

2016 - 2019

**BETWEEN THE SCHOOL BOARD OF
WINONA AREA PUBLIC SCHOOLS/DISTRICT
861**

AND THE

**PLANT OPERATION AND MAINTENANCE
EMPLOYEES UNION**



Contents

ARTICLE I: PURPOSE	3
ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE	3
ARTICLE III: DEFINITIONS	3
ARTICLE IV: SCHOOL BOARD RIGHTS	3
ARTICLE V: UNION AND EMPLOYEE RIGHTS	4
ARTICLE VI: HOURS OF WORK	5
ARTICLE VII: HOLIDAYS	6
ARTICLE VIII: VACATIONS	6
ARTICLE IX: LEAVES OF ABSENCE.....	8
ARTICLE X: SENIORITY	10
ARTICLE XI: VACANCIES AND TRANSFERS	10
ARTICLE XII: GRIEVANCE PROCEDURE	11
ARTICLE XIII: INSURANCE BENEFITS	14
ARTICLE XIV: RETIREMENT	16
ARTICLE XV: GENERAL PROVISIONS	17
ARTICLE XVI: CLASSIFICATION AND WAGES	18
ARTICLE XVII: DURATION	20
Appendices	21
APPENDIX A: LEVEL I GRIEVANCE REPORT FORM, DISTRICT 861, WINONA	21
APPENDIX B: LEVEL II GRIEVANCE REPORT FORM, DISTRICT 861, WINONA.....	22
APPENDIX C: LEVEL III GRIEVANCE REPORT FORM, DISTRICT 861, WINONA	23
APPENDIX D: REQUEST FOR ARBITRATION FORM, DISTRICT 861, WINONA	24
APPENDIX E: OVERTIME AGREEMENT	25

PLANT OPERATION AND MAINTENANCE EMPLOYEES UNION OF INDEPENDENT SCHOOL DISTRICT #861

ARTICLE I: PURPOSE

Section 1. Parties: THIS AGREEMENT, made and entered into this first day of July, 2016, through June 30, 2019, by and between Independent School District 861, Winona, Minnesota, hereinafter referred to as District, and the Plant Operation and Maintenance Employees Union of Independent School District 861 hereinafter referred to as Union, as the exclusive bargaining representative for all Plant Operation and Maintenance employees as hereinafter defined, is executed to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the Act, to express the complete agreement between the parties with respect to the terms and conditions of employment as defined in the Act.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: The District recognizes the Union as the exclusive bargaining representative for all of the plant operation and maintenance employees excluding supervisors, professional employees, part-time employees, and seasonal employees, as provided for under the Act, and in the Director of Mediation Services certification. No discrimination shall be exercised against any employee because of union membership or because of race, creed, sex, color, age, or political belief.

ARTICLE III: DEFINITIONS

Section 1. Terms not defined in this agreement shall have those meanings as defined under the Act.

ARTICLE IV: SCHOOL BOARD RIGHTS

Section 1. Management Prerogatives: The Board shall have the clear right to manage the affairs of the school district. Management of the school district affairs includes among other things, but is not limited to, the right to plan, direct and control all school district operations; to hire, promote, demote, transfer, suspend, or discharge employees; to arrange shifts, to relieve employees from duties because of lack of work or other legitimate reasons; to introduce any new or improved production methods or facilities. Nothing in this section is intended to supersede other specific provisions in this contract and any dispute over the application of the provisions of this section shall be subject to the grievance procedure.

Section 2. Effective Laws, Rules and Regulations: The Union recognizes that all employees covered by this agreement shall perform the services and duties prescribed by the board and shall be governed by the laws of the State of Minnesota and by board rules, regulations, directives and orders issued by properly designated officials of the board. The Union also recognizes the right, obligation and duty of the board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the board, all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the State. Any provision 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 3. Any entering employee shall fulfill a probationary period from date of hire to the first anniversary of that date to demonstrate satisfactory job performance. Such entering employees shall be subject to dismissal without hearing during the probationary period.

Section 4. Employees shall be raised to the next step on July 1 of each year, however, employees shall not be raised to the next step during a negotiations year until said negotiations are complete.

ARTICLE V: UNION AND EMPLOYEE RIGHTS

Section 1. Rights to View: Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or his 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. Dues Check-Off: The district agrees to cooperate with the Union in facilitating the deduction of the regular monthly union dues for those employees in the union who are members of the union and who request in writing to have their regular monthly union dues checked off.

Section 3. Basic Union Rights: The Union shall have the following rights:

1. To designate stewards and/or grievance committee members who are allowed to investigate and process grievances during working hours without loss of pay.
2. The right to designate Union representatives to have free and full access to the premises of the employer during working hours to conduct Union business, although union representatives shall not conduct union business while on duty.
3. To allow the Union to use designated bulletin boards in the various facilities for the purpose of posting Union activities.
4. The district is interested in the physical, emotional, and mental health of all employees. The Director of Human Resources will, on a confidential basis, assist any employee wishing to find out more about the district's employee assistance plan.

Section 4. Personnel Files:

Subd. 1: Employees shall be notified whenever any statement which is critical of them is made a matter of record and placed in their personnel file. No derogatory information shall be placed in a member's file without that person's knowledge.

Subd. 2: If a member wishes to review this District personnel file, request shall be made to the Human Resources Director, who will schedule the review by the employee. The member shall have the right to reproduce any contents of the file at the member's expense and to submit for inclusion in the file written information in response to any material contained therein. The school district may destroy such files as provided by law.

ARTICLE VI: HOURS OF WORK

Section 1. General: This article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week unless hereinafter provided.

Section 2. Normal Hours: A work shift shall consist of eight (8) consecutive hours or ten (10) consecutive hours when scheduled four (4) ten (10) hour days, which shall not include a one-half hour lunch break. The normal work week shall consist of forty (40) hours per week. The normal work week shall consist of five (5) consecutive days or four (4) ten (10) hour days, only one of which may include a weekend day of Saturday or Sunday. Time and one-half the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in a day, except in those cases where an employee's normal schedule is four (4) ten (10) hour days, then time and one-half the regular rate of pay shall be paid for all hours worked in excess of ten (10) hours in a day. Double time at the regular rate of pay shall be paid for all overtime hours worked on Sundays, or any time worked on holidays hereinafter defined, except for persons whose holidays and Sundays may be a part of the normal work schedule as defined by the Director of Building and Grounds.

Subd. 1. Changes in an employees schedule must be made ten (10) days in advance except in those cases where an emergency requires a change in schedule.

Subd. 2. Schedules which normally include Sunday as a work day shall be assigned on a volunteer basis. If no satisfactory volunteer is found the schedule which normally includes Sunday as a work day shall be assigned to a qualified swing shift employee or to the least senior qualified employee, lastly, it shall be assigned by management prerogative.

Subd. 3. A sporadic schedule change which includes Sunday as a work day shall be assigned on a volunteer basis. If no satisfactory volunteer is found the schedule change shall be assigned to the least senior employee assigned to the building of need, if none exist it shall be assigned to a swing shift employee, lastly, it shall be assigned by management prerogative.

Subd. 4. Employees scheduled to work on a Saturday or a Sunday sporadically, when it is not the employee's regular schedule, shall be paid an extra \$2.00 an hour for the hours worked on that particular Saturday or Sunday. This additional compensation shall not apply when Saturday or Sunday is a part of the employee's normal schedule or when Saturday or Sunday is paid at an overtime rate.

Section 3. All overtime may, at the discretion of the employee, be "banked" as compensatory time at the rate of one and one-half (1-1/2) hours for each hour of overtime worked until a maximum of forty (40) hours has been banked. All overtime worked in excess of the banked forty (40) shall be paid in cash, included with the employee's normal paycheck, at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Compensation-time-off may be taken any time with approval of the Director of Building and Grounds. Compensatory time may be paid off at any time during the year.

Section 4. In the event district facilities are utilized by outside organizations which are charged a custodial usage fee and custodial services are required, the members of the union normally assigned to the building shall be given first opportunity to provide those custodial services.

Section 5. Employees called back after the scheduled work day shall be guaranteed a minimum of two (2) hours pay, to be paid at the rate of one and one-half (1-1/2) the employee's normal rate of

pay. This call back provision shall only apply in those cases where the employee's assignment has ended and he/she is called back unexpectedly, without notice, and shall not apply when the employee has been scheduled in advance, prior to the start of their shift; or when it is a continuation of the employee's shift. Employees called back on a Sunday or a Holiday shall receive two (2) times the employee's normal rate of pay.

Section 6. Shift differential pay shall be paid for all shifts starting at or after 11:05 a.m. This shift differential will not be paid for occasional late shift work. "Occasional work" is defined as infrequent one or two day assignments such as substitutions or coverage for unusual events.

Those employees who qualify for shift differential pay will be paid as follows: There will be a \$40 per month addition to their base pay each month for 12 months. Shift differential pay will not be paid in any other manner or circumstance such as, but not limited to, sick pay and vacation pay. In the event the employee changes a shift and is no longer eligible for shift differential pay, that pay will be stopped and prorated according to the time worked. It is recognized that those personnel who are eligible for this treatment of shift differential pay generally work about nine (9) months on a late shift and about three (3) months on a regular day shift.

Exceptions to this policy are those who are schedules to work a late shift (beginning at or after 12:30 p.m.) 12 months of the year. Such individuals would have 25 cents shift differential added to all base pay. Swing persons would receive the \$40 per month supplement for six (6) months (October through March).

ARTICLE VII: HOLIDAYS

Section 1. All employees shall receive the following paid holidays:

Memorial Day	Thanksgiving Day
New Years' Day	Day After Thanksgiving
Good Friday	Day before Christmas
Independence Day	Christmas Day
Day Before Independence Day	New Years' Eve Day
Labor Day	

Section 2. If a holiday falls on Saturday, the preceding day shall be considered a holiday. If a holiday falls on a Sunday, the following day shall be considered a holiday.

Section 3. If a holiday falls during the employee's vacation or approved leave, the employee shall not be charged the leave day.

ARTICLE VIII: VACATIONS

Section 1. Vacation is accrued on July 1 of each year. If an employee has not served a full year, as of July 1, their vacation accrual for this first year shall be pro-rated, based on the actual number of hours worked.

For purposes of determining when an employee is eligible to move from one vacation category to the next, the first year shall be considered a full year if the employee has worked a minimum of eight months.

Full-time Accrual (Effective July 1, 2006)

- One through five years of service – Accrue 96 hours per year to be used during the following fiscal year.
- Beginning the sixth year through ten years of service – Accrue 136 hours per year to be used during the following fiscal year.
- Beginning the eleventh year through the twentieth year of service – Accrue 176 hours per year to be used during the following fiscal year.
- Beginning the 21st year of service and thereafter – Accrue 184 hours per year to be used during the following fiscal year.

Section 2. Employees shall, between June 1st and June 30th of each year, submit to the Director of Building and Grounds a list of requested vacation days for the following October through March. Employees shall, between November 1st and November 30th of each year, submit to the Director of Building and Grounds a list of requested vacation days for the following April through September. In determining vacation periods requested as prescribed above, the wishes of the employees will be respected as to the time of taking vacation insofar as the needs of the school district will permit. Except in emergency situations, it being understood that the rights of the senior employees will prevail, if requested as prescribed above, in the selection of a vacation time when an agreement cannot be reached among the employees. Employees shall be allowed to take their vacations any time during the year upon approval of the Director of Building and Grounds.

Seniority shall not be a factor in determining vacations requests that are not requested as prescribed above.

Except in emergency situations, once approved, employees shall be granted those vacation dates.

The employees shall be allowed to take their vacations any time during the year upon approval of the Director of Building and Grounds. Employees who have been granted annual vacations with pay may carry forward to the next following year a minimum of one (1) day of vacation to a maximum of fifteen (15) days (120 hours) of vacation from the current year. The number of vacation days to be carried forward shall then be added to the current year's number of vacation days for said employee. Vacation days to be carried forward for the purpose of this section are in segments of no less than one (1) day.

Any employee who is laid off, discharged except for cause, or separated from the service of the employer for any reason prior to taking his/her vacation shall be compensated for the unused vacation time accumulated at the time of separation.

Section 3. Vacation time shall be taken in segments of no less than one (1) hour.

ARTICLE IX: LEAVES OF ABSENCE

Section 1. Sick Leave: All full-time employees shall be entitled to fifteen (15) days of sick leave per year, cumulative to 230 days without loss of pay. Sick leave benefits will not be granted to persons for injuries received while employed by anyone other than Independent School District 861. Sick leave absences in excess of three (3) days shall require a certification by the school nurse or a doctor of medicine. Absences of five (5) days or more shall require a certification from a doctor of medicine. Upon request the board shall furnish the employee with a written statement of his/her sick leave.

Subd. 1: An employee unable to perform duties of employment because of pregnancy, or any medical complications of pregnancy, childbirth or recovery therefrom may begin leave upon certification from the attending licensed physician that the employee is unable to perform such duties, and the employee shall be entitled to sick leave without loss of pay to the extent provided by section one hereof. Leave in excess of unused sick leave credit of such employee shall be treated as a leave of absence without pay during the period such employee is unable to work due to the pregnancy, or any medical complications of pregnancy, childbirth or recovery therefrom. In determining whether, and to what extent to grant an employee a leave of absence pursuant to this subdivision, the Board shall use the same standards and criteria as it used in granting leaves of absence to employees in other bargaining units. An employee shall, upon request with a ten day notification have the option to terminate a requested leave of absence.

Subd. 2: Sick leave and unpaid leave of absence shall terminate at a date set by the attending physician. Failure of the employee to return shall result in termination of the employee's employment.

Subd. 3: Employees may annually use eight sick leave days for family illness. For purposes of this article family is defined as child, stepchild, sibling, grandchild, spouse, parent or spouse's parent. Use of sick leave for absences due to the illness of or injury to the employee's dependent child under the age of eighteen, or under age twenty still attending secondary school, shall be allowed for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms as sick leave for the employee. Medical certification may be required by the district. Hours used under this provision are reduced from hours available pursuant to Minnesota Statute, Chapter 181.

Subd.4: If an employee uses two days or less per contract year of sick leave, he or she will receive on day of compensated time. If the day is not utilized the employee shall be paid for the day at the end of the contract year. Employees who resign from the district and have earned this day shall be paid for the day on the final check.

Subd.5: Sick Leave Donation. An employee may be eligible to donate up to sixteen (16) sick leave hours annually to another employee if the following conditions are met:

- The employee donating the sick leave must have a minimum of 250 hours of sick leave accumulated and submit a sick leave donation form to the Business Office authorizing the donation.
- The employee receiving the sick leave donation must submit to the district certification by the attending licensed physician of inability to perform his/her duties.
- The employee receiving the sick leave must have utilized all existing leaves and suffered three (3) days without pay prior to utilizing sick leave that has been donated.

Section 2. Birth Leave: One day off with pay shall be allowed any father on the day of a new birth by his wife, if it be a work day.

Section 3. Sick Leave Extension: In the case of prolonged illness extending beyond one's accumulated sick leave, the Board may grant additional sick leave, with or without pay, at their discretion. The request for additional sick leave can be initiated by the exclusive representative or superintendent of schools. Denial of sick leave beyond the earned accumulation is not grievable.

Section 4. Workers' Compensation: All absences caused by injuries covered by the Workers' Compensation Act are a part of the sick leave policy of the district. If the payment to the employee under the Workers' Compensation Act is not equal to the employee's salary, the school district will pay the difference between the regular daily salary of the employee and the amount paid by Workers' Compensation. The fractional time an employee is absent from school and not paid by Workers' Compensation will be charged against his/her accumulated sick leave. The fractional amount paid by the school district will be charged to the employee's accumulated sick leave.

Section 5. Jury Leave: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service and shall be paid the difference between jury duty income (excluding travel allowance) and their regular wages.

Section 6. Military Leave: Any employee required by appropriate authorities to attend a training session or perform other duties under the supervision of any military organization shall be granted a leave of absence with pay not to exceed fifteen (15) days per year provided that the employee shall be paid only the difference between military leave income (excluding travel allowance) and their regular wages. Any employee who enters into active service in the armed forces of the United States shall be granted a leave of absence without pay for the period of military service and without loss in seniority as hereinafter defined.

Section 7. Funeral Leave: Full pay for absence not to exceed 5 days shall be granted to all employees to attend a funeral in the immediate family. Immediate family is defined as mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, grandparents and grandchildren of the employee. The same application shall be made to the spouse's relatives as they may apply. An employee shall be granted funeral leave for the actual time required to attend the funeral of a friend, not to exceed three days. An employee shall be granted four hours to attend the funeral of a friend held within a twenty-five mile radius of Winona.

Section 8. Unpaid Leave of Absence: At the discretion of the employer, a leave of absence without pay of up to one year may be granted. Should such an unpaid leave of absence be granted, the employee, upon returning from the leave, shall be placed in the same assignment that was held when the leave was granted, and shall be placed on the same step as when the employee left. The employee shall retain the original seniority date.

Section 9. Emergency Closing: It is expected that maintenance unit members will work on the "emergency closing" day at their regular rate of pay.

ARTICLE X: SENIORITY

Section 1. Seniority standing shall be granted to all employees. The seniority is to be determined on the basis of the total length of employment within their group in the school district. Employees shall be placed on the seniority list as of the first day of employment. New employees shall have a one-year probationary period.

Section 2. An employee shall lose his/her seniority standing upon termination of employment with the school district, except for approved leaves of absence and absences as herein provided.

Section 3. In the event of a lay-off, employees shall be laid off according to plant wide seniority in the inverse order of hiring. Employees shall be called back after a lay-off according to seniority in the inverse order of lay-off, assuming they are qualified for the position or could meet qualifications of the position within 60 days. Employees laid off shall be on a recall list for an eighteen month period. If during that time the employee is offered and rejects a position they will be removed from the recall list.

Section 4. The seniority list shall be brought up-to-date on January 1 of each calendar year and posted on the Union bulletin board or boards. A copy of the seniority list shall be sent by mail to the secretary and president of the Union.

ARTICLE XI: VACANCIES AND TRANSFERS

Section 1. A “vacancy” is defined as (1) a job opening in any wage classification and/or (2) a job opening within any school in the school district.

Subd. 1. A “new position” is a job opening for any position with duties and/or wage classification other than for those classifications and corresponding wages as set forth at Article XVI, Section 1 of this Contract.

Section 2. Notice of all vacancies or new positions shall be posted on the Union bulletin boards at least five (5) days in advance of filling such vacancies or new positions, and a copy of same given to the Union President.

Section 3. An employee desiring to transfer to said vacancy or new position shall submit a written application for the vacant or new position to the Director of Building and Grounds. Seniority in the filling of vacancies or new positions shall apply as follows:

Subd. 1. Bargaining unit employees promoted to management positions outside the bargaining unit shall, for 90 days, retain the right to return to the bargaining unit without loss of benefits or seniority based on time in the bargaining unit and time in management. Thereafter, persons promoted to management positions outside the bargaining unit shall lose their seniority based on time in the bargaining unit and time in management for purposes of receiving new or vacant positions within the bargaining unit.

Subd. 2. The most senior, qualified employee who applies for the vacant or new position shall be transferred to such vacant or new position.

The qualification hereunder may be determined by an objective test administered equally to all employee applicants with the union steward present. If it is necessary to bypass an employee’s seniority because of qualification, the reasons therefore shall be given to the employee. If the employee requests, the reasons shall be given in writing.

Section 4. In the event no employee applies for, qualifies for and accepts a transfer to a vacancy or new position which has been posted, the Director of Buildings and Grounds may then transfer an employee to such vacancy or new position; however,

- A. In the event a more senior staff member has been involuntarily transferred when there is a staff member with less seniority who is fully qualified for the placement, the senior staff member may submit a written request to the Director of Building and Grounds, within five days from the notice of involuntary transfer, for a meeting to discuss the involuntary transfer and review the reasons for the involuntary transfer. The meeting shall include the Director of Buildings and Grounds, Director of Human Resources, the current principal involved in the transfer, and a union representative. Following this meeting. The decision shall be final and shall not be subject to the grievance procedure.
- B. In the event an employee is given an involuntary transfer to a vacancy or a new position of a lower banding or grading, the employee shall retain their current banding and grading and wage.

Section 5. If an employee applies for, qualifies for and accepts a transfer to a vacancy or new position in a classification other than the classification he/she was in prior to the transfer, said employee will accept the wage rate for the classification thereby transferred to, even though it may be lower than the wage rate in his/her previous classification.

Section 6. If no present employee applies for, qualifies for and accepts a transfer to a vacancy or new position, such vacancy or new position may be filled by a person outside the school district. An employee assigned to a temporary position shall be allowed to return to his former job when the temporary assignment is completed. A temporary assignment shall be no more than 90 days before returning to the original job.

Section 7. Whenever an employee is transferred or hired to fill a position being vacated by another, the district shall provide proper training for the vacated position.

Section 8. Except when discharged for cause, an employee, excluding probationary employees, shall be given thirty (30) days written notice in advance of dismissal, unless, as in the case of military personnel, a longer notice period is required by law, in which case the minimum notice required by law shall be given.

Section 9. Any second shift employee desiring to attend an approved class shall be allowed to work a day shift for the class periods required. There shall be no change in salary when this happens and there will be no limit as to the number who may do this. Arrangements must be approved by the Director of Building and Grounds when this enrollment occurs.

ARTICLE XII: GRIEVANCE PROCEDURE

Section 1. Definition of Terms and Interpretations:

Subd. 1. Grievance: A “grievance” shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this contract.

Subd. 2. Aggrieved: Any person or group of persons within the appropriate unit having a grievance.

Subd. 3. Administrative Superior: The immediate supervisor to whom the aggrieved is responsible.

Subd. 4. Grievance Committee: The committee appointed by the exclusive representative.

Subd. 5. Disposed: A settlement of a grievance to the satisfaction of both parties which has been reduced in writing.

Subd. 6. Extension: Time limits specified in this procedure may be extended by mutual agreement.

Subd. 7. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State law or in Article VII.

Subd. 8. 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 holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a holiday.

Subd. 9. Filing and Postmark: The filing or services of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 2. Representative: The aggrieved, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

Section 3. Time Limitations and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and specific provision of the agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. 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.

Section 4. Informal Discussion: In the event that an individual or group of individuals believes that there is a basis for a grievance, he or they may first discuss the alleged grievance with his or their administrative supervisor either privately or accompanied by a representative of the grievance committee without having reduced the grievance to writing.

Section 5. Adjustment of Grievance: The school board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the Union in the following manner:

Subd. 1. Level 1: The aggrieved shall file a grievance, in the form herein provided, with his administrative supervisor within twenty (20) days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor 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 2: In the event the grievance is not disposed of in Level 1, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level 1. If a grievance is so appealed to the superintendent, the superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Level 3: In the event the grievance is not disposed of in Level 2, the decision rendered may be appealed to the school board, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level 2. If a grievance is so appealed to the clerk of the school board, the school board shall set a time to hear the grievance within thirty (30) days after receipt of the appeal. Within twenty (20) days after the meeting, the school board shall issue its decision, in writing, to the parties involved. At the option of the school board, a committee of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the school board or its representative notify the parties of this intention within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision. Such notification by the board automatically advances the grievance to Level 3.

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 aggrieved may appeal it to the next level.

Section 8. Level 2 Initiation: A grievance that affects a group of members of the exclusive representative involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level 2.

Section 9. Arbitration Procedures: In the event that the aggrieved and the school board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level 3 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 unless agreed to by both parties.

Subd. 3. Selection of Arbitrators: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to select an arbitrator. The grievance shall be heard by a single arbitrator if such arbitrator can be selected. In the event no agreement between the parties can be reached within the ten (10) day period, either party may request to proceed according to the rules and regulations of the Public Employees Labor Relations Board of the State of Minnesota. The parties shall request that the appointment pursuant to the Public Employees Labor Relations Act shall be made within thirty days following the receipt of such request.

Subd. 4. Hearing: Either party may be represented by such person or persons as they may choose at the arbitration hearing and each party shall have the opportunity to submit evidence, offer testimony and to make oral and written arguments pursuant to the rules of the Public Employees Labor Relations Act. Neither party shall be permitted to assert any ground or to rely on evidence not previously disclosed to the other party at the time of the arbitration procedure.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the Act.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of 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 arbitration.

ARTICLE XIII: INSURANCE BENEFITS

Section 1. Selection of Carrier: The insurance carriers currently utilized by the district and the insurance policies currently in effect shall be retained throughout the duration of the current policies or until they are terminated. Thereafter, the insurance committee will explore insurance options and the employees shall be proportionally represented on that committee and shall participate in the selection of the insurance carriers and policies.

Section 2. Definition of Full-time Employees: For the purpose of this article regarding hospitalization, long-term disability insurance and life insurance a full-time employee shall be defined as one who is employed for 40 hours per week or more for a period of twelve (12) months per year.

Section 3. Fractional Time Employee: Fractional time unit members employed for at least 25 hours of full time receive a prorated contribution toward their insurance benefits, i.e., 80% of full time receives 80% of the district contribution toward the appropriate plan.

Section 4. Insurance benefits shall be the same as the Teachers.

Section 5. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The district shall contribute an amount equal to the full annual premium and deductible of the district's group single coverage High Deductible Plan (HDP) for individual coverage for each employee employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. District contributions for health insurance premiums will be spread evenly throughout the participation year. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Each employee participating in the district's HDP will establish a qualifying Health Savings Account (HSA). The district will deposit the full single coverage annual deductible into the employee's HSA at the beginning of the insurance plan year for each employee employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. Employees shall have the option to choose any one of the district's plans.

Subd. 2. Family Coverage: For full-time employees the district shall contribute an annual maximum of **\$13,360** toward a district sponsored group family health and hospitalization plan. District contributions for health insurance premiums will be spread evenly throughout the participation year. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Subd. 3. Employees with fifteen (15) years of full-time service to the district and who are at least 55 years of age shall be eligible for retirement. Those who qualify for and apply for retirement and who are participating in the School District's group health and hospitalization program at the time of retirement shall be eligible to have a retirement benefit which will be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The benefit shall be an amount equal to the single monthly premium at the time of retirement multiplied by 84 months, not to exceed \$40,000. Employees eligible for this benefit shall have the payment amount reduced by the total matching 403b dollars paid by the district over the employee's career unless such a reduction has been made to the severance benefit as per Article XIV, Section 1.

Subd. 4. Employee's who are participating in the districts health insurance program at the time of retirement shall be eligible to remain in the existing program at their own expense. The employees spouse may remain on the program at his/her own expense until he/she is eligible for Medicare. If the retiring employee elects district-sponsored health insurance, the district will pay the monthly premium through the end of the calendar year in which the employee retires. The total premium amount from the date of retirement until the end of the current calendar year will be calculated at the time of retirement and deducted from the employee's retirement incentive. The remainder will be deposited into Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System.

Subd. 5. The district will continue to make its contribution to the health and accident insurance premiums for any disabled employee to age 65 or until he/she qualifies for social security, Medicare or disability payments under PERA. Such contribution will be limited to the amount of the district contribution in effect at the time of disablement, and is subject to the rules and regulations of the insurance carrier.

Section 6. Dental Insurance:

Subd. 1. Single Coverage: The school district shall pay in full the annual premium for individual coverage for each unit member employed by the school district who qualifies for and is enrolled in the school district group dental plan.

Subd 2. Family Coverage: For each unit member employed by the school district who qualifies for and is enrolled in the group dental plan, the district will pay the amount negotiated into the contracts for other groups in the district.

Subd. 3. Fractional Time Employees: Fractional time unit members employed for at least 25 hours of full time receive a prorated contribution toward their insurance benefits, i.e., 80% of full time receives 80% of the district contribution toward the appropriate plan.

Section 7. Life Insurance: The school district shall contribute the full premium cost for life insurance for each full-time covered employee who is qualified for and is enrolled in the school district life insurance plan. Early retirees may stay in the life insurance group until age 65 at their own expense but at the group rate. (Early retirees mean a retiree member of the Plant Operators and

Maintenance employees Union who is at least 55 years of age, less than 65 years of age, and has worked a minimum of 15 years for the Winona School District.)

Section 8. Long-term Disability Insurance: The school district shall contribute the full premium for long-term disability insurance for each full-time covered employee employed by this school district who qualifies and is enrolled in the school district group long-term disability insurance plan.

Section 9. Duration of Insurance Contribution: An employee is eligible for district contributions as provided in this article as long as that employee is employed by the school district and is a full-time covered employee. Upon termination of employment, or limitation of employment to less than full-time status, all district participation and contributions shall cease effective on the last work day as a full-time employee, provided, however, that employees who retire or have elected early retirement shall have the option covered in Section 5, Subd. 3.

ARTICLE XIV: RETIREMENT

Section 1. Severance Pay: Employees with 15 years of service to the district and who are at least 55 years of age, or employees who qualify for early retirement under rule of 90 as prescribed by PERA, shall be eligible for severance pay upon submission of a written resignation, including a thirty day notice, accepted by the school board. Qualified employees shall receive severance pay equal to \$5.00 an hour for each hour of unused sick leave.

Any severance owed to an employee shall be reduced by the amount of matching dollars paid by the district to the employee over her or his career unless such a reduction has been made to the retirement benefit as per Article XIII, Section 3.

Section 2. Attrition: In the event a member of the unit retires from employment after the contract has expired but prior to ratification of a new contract, he/she shall receive any and all changes in benefits as if the contract had been approved at the start of the fiscal year.

Section 3. Matching Plan: Starting with the 2006-2007 school year, the School District will make a contribution to a state-approved 403(b) matching contribution plan in accordance with Minn. Stat. 356.24, as amended. Employees scheduled to work a minimum of eight hours per day will be eligible for match amounts as indicated below:

Years of Service In the District (upon completion of 6 th year)	Match Amount
6 – 10	\$370
11 – 14	\$420
15 – 20	\$660
Beginning with 21 st year	\$1,020

An employee must have completed six consecutive years of full-time service in order to qualify for the amounts listed above, i.e., beginning with the employees 11th year of full time service he/she will move to the next level of contribution. An employee shall notify the School District of his/her intention to begin or increase the amount of participation in the 403b match plan by May 1 of each school year. Such participation shall continue at the specified amount unless the employee notifies the district of a change. Part-time years shall not be counted as a year of service for determining eligibility.

If an employee is eligible for retirement or severance under this contract, the retirement incentive or severance owed to said employee shall be reduced by the amount of matching dollars paid by the district to the employee over her or his career. Employees eligible for retirement incentive and

severance shall have the incentive or severance amount reduced by the total matching dollars paid by the district over the employee's career.

ARTICLE XV: GENERAL PROVISIONS

Section 1. Each employee's annual salary will be paid over 24 checks. If an employee works less than twelve months they may elect to be paid over the length of their contract by submitting a written request to the payroll office.

Each employee's pay shall be deposited electronically in any Automatic Clearing Hours (ACH) bank in the United States of America. The electronic data shall be taken to the financial institution for processing two business days before each pay day. Each employee shall furnish to the school district the following information:

1. Bank routing number
2. Bank account number for employee
3. Type of account (savings, checking)

After January 1, 1998, electronic deposit will be the only method used to pay employees. Upon written request, a payroll remittance advice will be generated each pay day for each employee listing the same items normally listed on a payroll check stub.

Section 2. All employees who work seven (7) hours per day and longer are entitled to a fifteen (15) minute break in the morning and in the afternoon. Employees who work for four (4) hours but less than seven (7) hours per day are entitled to one fifteen (15) minute break per day. Employees who work less than four (4) hours per day are not entitled to a break. Such breaks are to be used as a break mid-morning or mid-afternoon to provide a brief rest from the duties of the employee. The employees may not forego a break to use the equivalent time to leave their place of employment earlier than the normal time prescribed for the work day to end.

Section 3. Employees elected by the union to attend Union conventions, conferences, and/or seminars shall be granted a leave of absence upon prior notification to the superintendent of schools of five (5) days without pay. If any employee exceeds five (5) days annually for the above reasons, the additional leave must have the approval of the school board.

Section 4. All necessary tools to carry out the duties of employment as determined by the Director of Building and Grounds shall be furnished by the district.

Section 5. District directed employee travel shall be paid the mileage allowance that is established by the IRS. The district will pay a minimum of \$1 for any district directed travel for each start-up.

ARTICLE XVI: CLASSIFICATION AND WAGES

2016 - 2017 Salary Schedule

Lane / Step	A-1-2	A-1-3	B-2-1	B-2-2	B-2-3	B-3-1	B-3-2	B-3-3	C-4-1	C-4-2
5	13.17	13.49	14.47	15.03	15.86	16.56	19.13	19.35	19.44	21.26
6	13.75	14.08	15.29	15.62	16.47	17.17	19.72	19.94	20.04	21.86
7	14.71	14.40	15.67	16.25	17.06	17.75	20.31	20.54	20.66	22.44
8	14.99	15.36	16.04	16.83	17.68	18.37	20.91	21.12	21.25	23.05
9	15.14	15.75	17.00	17.42	18.27	18.95	21.50	21.74	21.84	23.63
10	---	16.03	17.43	18.02	18.81	19.53	22.10	22.32	22.42	24.24
11	---	16.19	17.87	18.52	19.38	20.08	22.72	22.94	23.04	24.86
12	---	---	18.45	19.43	20.02	20.73	23.26	23.47	23.59	25.46
13	---	---	18.72	19.92	20.51	21.24	23.85	23.85	24.20	26.09
14	---	---	18.90	20.87	21.48	22.21	24.83	25.10	25.17	27.05
15	---	---	---	21.14	21.76	22.47	25.09	25.38	25.44	27.33
16	---	---	---	21.36	21.97	22.70	25.34	25.63	25.69	27.60

2017 - 2018 Salary Schedule

Lane / Step	A-1-2	A-1-3	B-2-1	B-2-2	B-2-3	B-3-1	B-3-2	B-3-3	C-4-1	C-4-2
5	13.43	13.76	14.76	15.34	16.18	16.90	19.51	19.74	19.83	21.68
6	14.02	14.36	15.60	15.93	16.80	17.51	20.11	20.34	20.44	22.30
7	15.00	14.69	15.98	16.57	17.41	18.10	20.71	20.95	21.07	22.89
8	15.29	15.67	16.37	17.17	18.03	18.74	21.33	21.55	21.67	23.51
9	15.45	16.06	17.34	17.77	18.63	19.33	21.93	22.17	22.27	24.11
10	---	16.36	17.78	18.38	19.18	19.92	22.55	22.76	22.87	24.72
11	---	16.52	18.23	18.89	19.77	20.49	23.17	23.40	23.50	25.35
12	---	---	18.82	19.82	20.42	21.14	23.72	23.94	24.06	25.97
13	---	---	19.09	20.32	20.92	21.66	24.32	24.32	24.69	26.61
14	---	---	19.28	21.29	21.91	22.65	25.32	25.60	25.68	27.59
15	---	---	---	21.57	22.19	22.92	25.59	25.89	25.95	27.87
16	---	---	---	21.78	22.41	23.15	25.85	26.14	26.21	28.15

2018 - 2019 Salary Schedule

Lane / Step	A-1-2	A-1-3	B-2-1	B-2-2	B-2-3	B-3-1	B-3-2	B-3-3	C-4-1	C-4-2
5	13.70	14.04	15.06	15.64	16.50	17.23	19.90	20.13	20.23	22.12
6	14.31	14.64	15.91	16.25	17.14	17.86	20.51	20.75	20.85	22.74
7	15.30	14.98	16.30	16.91	17.75	18.47	21.13	21.37	21.49	23.35
8	15.60	15.98	16.69	17.51	18.39	19.11	21.75	21.98	22.10	23.98
9	15.76	16.39	17.69	18.13	19.01	19.72	22.37	22.61	22.72	24.59
10	---	16.68	18.14	18.75	19.57	20.32	23.00	23.22	23.33	25.21
11	---	16.85	18.59	19.27	20.16	20.90	23.63	23.87	23.97	25.86
12	---	---	19.20	20.22	20.83	21.56	24.20	24.42	24.55	26.49
13	---	---	19.47	20.73	21.34	22.09	24.81	24.81	25.18	27.15
14	---	---	19.67	21.71	22.35	23.10	25.83	26.12	26.19	28.14
15	---	---	---	22.00	22.64	23.38	26.11	26.40	26.47	28.43
16	---	---	---	22.22	22.86	23.61	26.37	26.67	26.73	28.71

Step 4 was eliminated and step 16 was added at the beginning of the 2016-17 school year.

A minimum of one year is required for step movement except that employees in their first year of employment may be eligible to advance to step 5 if they have served a minimum of three months by July 1st.

Initial placement of new employees on the salary schedule shall be no higher than step 5 of Schedule 1 of Article XVI. The exception would be, new employees in the maintenance area with specialized skills may be placed in any step.

Section 1. The Incentive Policy will end effective January 1, 2009. Employees may maintain all incentive credits earned up to that point. In the event an employee is in a class that is in process on January 1, 2009, and that class has been pre-approved, the employee will be allowed to complete that one class. Incentive credits earned from that class will be eligible for final advancement on July 1, 2009.

Beginning January 1, 2009, employees shall be eligible for a minimum of eight hours of annual training for which they will be paid. All training must be approved by the Director of Buildings and Grounds and requested as per district policy and procedures. Employees shall be paid for approved training time that takes place outside of the work day.

ARTICLE XVII: DURATION

Section 1. This agreement shall remain in full force and effect for a period commencing on July 1, 2016, through June 30, 2019, all provisions retroactive to July 1, 2007, and thereafter until modifications are made pursuant to the provisions of the Act. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

Section 2. This agreement constitutes the full and complete agreement between the School District and the Union. The provisions herein relating to the terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Provisions of this agreement shall be severable and if any provision thereof or the application of such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.

Section 4. Either party can request contract reopener for language issues at any time during the duration of the contract.

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

Plant Operation and Maintenance
Employees Union of Independent
School District 861

For: Independent School District 861

APPENDICES

APPENDIX A: LEVEL I GRIEVANCE REPORT FORM, DISTRICT 861, WINONA

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Building _____ Assignment _____ Principal _____

(This form is to be filed in duplicate to the administrative supervisor)

Grievance # _____ (for use by the Grievance Committee only)

Date filed _____

_____ Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: _____

Statement of Grievance: _____

Relief Sought: _____

_____ Signature of Grievant _____ Date _____

Disposition by Administrative Supervisor: _____

_____ Signature _____ Date _____

Position of Grievant: _____

_____ Signature of Grievant _____ Date _____

Position of Grievance Committee: _____

_____ Signature of Grievant _____ Date _____

APPENDIX B: LEVEL II GRIEVANCE REPORT FORM, DISTRICT 861, WINONA

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Building _____ Assignment _____ Principal _____

(This form is to be filed in duplicate to the school superintendent)

Grievance # _____ (for use by the Grievance Committee only)

Date filed _____

_____ Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: _____

Statement of Grievance: _____

Relief Sought: _____

Disposition by Superintendent: _____
Signature of Grievant _____ Date _____

Position of Grievant: _____
Signature of Superintendent _____ Date _____

Position of Grievance Committee: _____
Signature of Grievant _____ Date _____

Signature of Grievant _____ Date _____

APPENDIX C: LEVEL III GRIEVANCE REPORT FORM, DISTRICT 861, WINONA

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Building _____ Assignment _____ Principal _____

(This form is to be filed in duplicate to the School Clerk & President of the School Board.)

Grievance # _____ (for use by the Grievance Committee only)

Date filed _____

_____ Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: _____

Statement of Grievance: _____

Relief Sought: _____

Disposition of School Board: _____
Signature of Grievant _____ Date _____

Position of Grievant: _____
Signature of Board President _____ Date _____

Position of Grievance Committee: _____
Signature of Grievant _____ Date _____

Signature of Grievant _____ Date _____

APPENDIX D: REQUEST FOR ARBITRATION FORM, DISTRICT 861, WINONA

Name of Grievant _____ School _____

Address of Grievant _____ Home Phone _____

Building _____ Assignment _____ Principal _____

(This form is to be filed in duplicate to the Superintendent of Schools.)

Grievance # _____ (for use by the Grievance Committee only)

Date filed _____
_____ Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: _____

Date Decision Rendered by School Board: _____

Statement of Grievance _____

Relief Sought: Arbitration

Signature of Grievant Date

APPENDIX E: OVERTIME AGREEMENT

When reasonable to do so, maintenance overtime will be distributed relatively equally over those qualified to do the assigned work, within their respective buildings. For purposes of this article, the stadium shall be considered a part of the maintenance shop building.