

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL NUMBER 49**

**AND**

**BRAINERD PUBLIC SCHOOLS - ISD 181  
Brainerd, MN**

**MASTER CONTRACT**

**2023-2025**

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## **ARTICLE I PURPOSE**

**THIS AGREEMENT**, entered into between Independent School District No. 181, Brainerd, Minnesota, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local No. 49, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the P.E.L.R.A. of 1971, to provide the terms and conditions of employment for all employees employed in the maintenance department during the duration of this Agreement.

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

**Section 1. Recognition:** In accordance with the P.E.L.R.A. of 1971, the Employer recognized Local No. 49 of the International Union of Operating Engineers as the exclusive representative for all employees in the maintenance department of Independent School District No. 181, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. of 1971 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. of 1971, and in certification by the Director of Mediation Services, if any.

**Section 3. Non-Discrimination:** The Employer and the Union agree that Independent School District 181, Brainerd Public Schools, shall not discriminate based on race, color, national origin, sex or disability.

## **ARTICLE III DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** Shall mean the hours of employment, the compensation therefore including fringe benefits, and the Employer's personnel policies affecting the working conditions of the employees. The terms are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

**Section 2. Description of Appropriate Unit:** For the purpose of this Agreement, the phrase "all employees employed in the maintenance department" shall mean all persons in the appropriate unit employed by the Employer in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per 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. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

**Section 4. Non Discrimination:** The employer and Local No.49 of the International Union of Operating Engineers agree that Independent School District 181, Brainerd Public Schools, shall not discriminate based on race, color, national origin, sex or disability.

## **ARTICLE IV EMPLOYER'S RIGHTS**

**Section 1. Inherent Managerial Rights:** The exclusive representative recognized that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer,

its overall budget, utilization of technology, schedules, the organizational structure and selection and direction and number of personnel.

**Section 2. Management Responsibilities:** The exclusive representative recognized the right and obligation of the Employer 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:** Employer's and employee rights shall be contained in the P.E.L.R.A. of 1971 and all management rights and functions not expressly delegated are reserved to the Board.

## **ARTICLE V EMPLOYEE RIGHTS**

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

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

**Section 3. Request for Dues Check Off:** Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to 179.64 to 179.75 of the P.E.L.R.A. of 1971. Upon receipt of a properly executed authorization card of the employee involved, the Employer 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 may be terminated by the employee by giving a 30 day written notice to the Employer's business office to stop deductions. Deductions shall be made each month and transmitted to the designated organizations together with a list of names of the employees from whom deductions were made. Written notice shall be given by the Employer to the exclusive representative within a reasonable time after receipt of such request from the employee.

**Section 4. Disciplinary Action:** The Employer cannot take any type of disciplinary action against an employee, which results in loss of pay, without the employee having Union representation.

**Section 5. Discharge:** No full-time employee who has completed probation shall be discharged without just cause.

## **ARTICLE VI RATES OF PAY**

### **Section 1. Rates of Pay:**

**Subdivision 1.** The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the period commencing July 1, 2023 through June 30, 2025

**Subdivision 2.** Individuals working off ladders, scaffolding and airlifts over thirty (30) feet in height shall be paid one and one-half (1 1/2) times their regular salary for duties assigned taking one hour or more to complete.

**Subdivision 3.** Grounds positions assigned with snow removal duties shall be paid an additional

\$ .23 per hour for being on call to report to work for possible snow removal during the weekend.

**Subdivision 4.** Custodians required to service more than one building shall be compensated an additional \$ .17 per hour when required to use their own vehicle.

**Subdivision 5.** Full-time custodians required to provide scheduled service to more than one building in addition to their full-time duties assigned at their primary building on a long term basis in excess of 12 months will earn additional compensation at an amount of \$ .29 per hour for the duration of this assignment.

**Subdivision 6. Job Related Licenses:** All employees who are required to carry a specific job-related license, such as: Electrical license, Pool Operator License, Water Supply Operator License, and Chemical Applicator License, shall be reimbursed \$.06 per hour, per license, with the exception of boiler licenses.

**Subdivision 7. 3<sup>rd</sup> Shift:** Employees holding a 3<sup>rd</sup> shift custodian assignment shall be provided an additional \$.25 per hour.

**Subdivision 7. Boiler's License:** All employees shall be compensated for the highest level of boiler license they hold as follows:

Employees who hold 2 <sup>nd</sup> class:	Additional \$ .23 per hour
Employees who hold 1 <sup>st</sup> class:	Additional \$ .28 per hour
Employees who hold Chief License:	Additional \$ .43 per hour

**District supported pipeline to obtain a Boiler License:** District will pay for boiler test prep coursework, up to \$500, and the pay for the testing fee for one exam. The maximum number of custodial members to utilize this support plan will be two (2) per fiscal year. If more than two (2) requests, it will be awarded based on seniority.

**Section 2. Step Movement:**

Step advancements will be granted to employees contingent upon satisfactory job performance and will occur on July 1<sup>st</sup>.

- Employees hired between July 1<sup>st</sup> and February 29<sup>th</sup> will receive their first step increase on the following July 1<sup>st</sup>.
- Employees hired between March 1<sup>st</sup> and June 30<sup>th</sup> will receive their first step increase on July 1<sup>st</sup> of the following year.

Employees on a current corrective action plan will not be awarded a step increase.

This step advancement will also apply to other accruals based on years of service.

**Section 3. Overtime:** Overtime shall be paid at the rate of time and one-half (1 1/2) for any hours worked in excess of eight (8) hours per day or forty (40) hours per week, and for all hours worked on Saturdays, Sundays, Holidays, or days observed as such. Double-time will be paid for overtime resulting from rentals to Non-District groups.

**Section 4. Safety Lenses:** The Employer shall reimburse the employee an amount up to but not greater than twenty dollars (\$20) toward the cost of safety lenses for those individuals who wear prescription lenses. The frequency of reimbursement is to be no more than once every two years effective December 1, 1988. A written receipt verifying the purchase of the safety lenses must be submitted to obtain reimbursement.

**Section 5. Payment of wages:** Custodians will be paid on a semi-monthly basis on the 15<sup>th</sup> and the 30<sup>th</sup> each month. Payment is based on the submission of hours in a given pay period.

**ARTICLE VII  
GROUP INSURANCE**

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the Employer.

**Section 2. Health and Hospitalization Insurance:** The Employer shall pay the monthly contribution for single or family coverage at the same amount and formula as the teachers for the same policy as the teachers for each full-time employee covered by this agreement who qualifies for the School District's Group Health Medical Plan.

**AVAILABLE HEALTH PLANS**

Plan B - \$300 per person / \$500 per family

Plan C - \$1,000 per person / \$2,000 per family

Plan G - \$3,000 per person / \$6,000 per family with HSA

Plan H - \$4,000 per person / \$8,000 per family with HRA

**Subdivision 1. Single Coverage**

The Employer shall pay the monthly contribution for single coverage at the same amount and formula as the teachers for the same policy as the teachers for each full-time employee covered by this agreement who qualifies for the School District's Group Health Medical Plan. The balance of the cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subdivision 2. Family Coverage**

The Employer shall pay the monthly contribution for family coverage at the same amount and formula as the teachers for the same policy as the teachers for each full-time employee covered by this agreement who qualifies for the School District's Group Health Medical Plan. In order to qualify for family coverage, the eligible employee must have a spouse or eligible dependent children or both. The balance of the cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subdivision 1. Employee-Married-Employee:** Any employee covered by this agreement and eligible for Health and Hospitalization Insurance that is married to another District 181 employee (currently employed with a minimum of a 60% contract) would be eligible for one fully paid family plan or two fully paid single plans (if there are no legal dependents) based on the language in the teacher contract.

**Subdivision 2. Leaving School District:** Upon termination of employment or loss of insurance eligibility, the employee will be offered an extension of insurance coverage according to the provisions of applicable state and federal law.

**Subdivision 3. Unpaid Status:** Employees participating in the District's insurance program who are on unpaid status for five consecutive work days will, beginning on the sixth day, lose the District's participation in coverages. Deductions will be computed as follows:

**District Cost of Insurance**

Annual # Days Employed = Daily Rate

**Section 3. Income Protection:** The School Board will participate in a long-term disability insurance program by paying one hundred percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after sixty (60) consecutive calendar days to the extent of seventy percent (70%) of salary with the following conditions:

- 90 day elimination period has been met
- Long-term disability benefits have been approved



- Paid leave time has been exhausted

Benefits will be payable as long as the employee remains totally disabled but not beyond his/her 65th birthday. Benefits to disabled employees will be determined and paid as described in the long-term disability policy. Benefits will include \$500 per month, for up to 17 months, for health insurance.

**Section 4. Term Life Insurance:** The School Board will contribute one hundred percent (100%) of the premium for \$50,000 of term life insurance coverage for each full time member of the bargaining unit employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan.

**Section 5. Dental Insurance:** This Bargaining Group shall have access to the dental insurance offered by the employer at their own cost. There will be no District contribution toward the monthly dental premium. All premiums due for the non-certified dental insurance are the responsibility of the employee and shall be collected through a payroll deduction.

**Section 6. Duration of Insurance Contributions:** An employee is eligible for Employer contributions as provided in this Article as long as the employee is employed actively by the School District. Employees on long-term disability or other leaves of absence shall be responsible for their own health insurance premiums--there will be no contributions from the School District. Upon termination of employment, all Employer participation and contribution shall cease effective on the last working day.

**Section 7. Insurance Benefits:** Any employee hired for less than twelve (12) months, filling a posted position, may continue to be insured with the health-medical plan by reimbursing the District for the total cost of the monthly premium for those months when the employee is not actively working or has no assurance of minimum hours.

## **ARTICLE VIII LEAVES OF ABSENCE**

### **Section 1. Sick Leave:**

**Subdivision 1.** All active full-time employees (active employee defined as working, on vacation, on sick leave or workers' comp) shall earn sick leave at a rate of one day for each month of employment with the School District. The School District shall comply with MN State Statute 181.94445-181.9448 Statewide Earned Sick and Safe Time Law, effective January 1, 2024. If items in the Collective Bargaining Agreement (CBA) are in direct conflict with the new statutory requirements, state law will prevail.

**Subdivision 2.** Unused sick leave days may accumulate to an unlimited amount.

**Subdivision 3.** Sick leave with pay shall be allowed by the Employer whenever the employee's absence is found to have been due to illness or injury which prevented his/her attendance and performance of duties of that day or days.

**Subdivision 4.** The Employer may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

**Subdivision 5.** In the event that a medical certificate will be required, the employee will be so advised.

**Subdivision 6.** Sick leave allowed shall be deducted from the accrued sick leave days earned by employee.

**Subdivision 7.** Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

**Subdivision 8.** Each employee shall be notified annually of his/her sick leave accrual.

**Subdivision 9.** Employees may be eligible for sick leave buy-back based on their unused sick leave balance and their annual usage. The number of days to be repurchased by the District and paid to

the employee will be based on:

1. The employee's lowest balance of available hours of sick pay during the preceding year; September 1st of the previous year through August 31st of the present year, and
2. The employee must use no more than four (4) sick leave days during the same time period.

This pay shall be paid out once per year on the first pay period in December. The number of days repurchased by the District will then be reduced from the employee's sick leave balance. The employee's current straight time rate of pay will be used to calculate the additional pay.

Employees who have maintained an unused sick leave balance as below and have used no more than four (4) sick leave days in the preceding year, September 1 <sup>st</sup> through August 31 <sup>st</sup> :	Shall have the following number of sick leave days repurchased/paid. The remainder of the balance will remain available.
480 hours	1 day
960 hours	2 days

**Section 2. Emergency Leave:** The Employer agrees to grant four (4) days of sick leave in the event of serious illness or injury in the immediate family of the employee (spouse, father, mother, children, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, mothers-in-law, fathers-in-law, grandparents and grandparents of spouse). However, illness or injury must be of such severity that it would be considered an emergency by the attending physician. Additional leave may be granted at the discretion of the Administration.

**Section 3. Workers' Compensation:**

**Subdivision 1.** Upon request of any 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 Workmen's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

**Subdivision 2.** A deduction shall be made from the employee's accumulated vacation or sick leave accrual time, which is used to supplement workmen's compensation.

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

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

**Section 4. Funeral Leave:** Employees may be granted up to five (5) days leave for making arrangements for a death in the employee's immediate family. Immediate family is defined as the employee's spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or employee's spouse, or other relatives living in the same household of the employee. The days will not be deducted from sick leave. Up to a three (3) day leave may be granted for friends or relatives not listed above subject to prior approval by the Director of Buildings and Grounds or his/her designee with the days subtracted from sick leave accumulation. Additional leave may be granted at the discretion of the Director of Buildings and Grounds or his/her designee. At the time of use, the employee must notify the Director of Buildings and Grounds or his/her designee of the name of the person whose funeral the employee will be attending, the relationship, the date and location of the funeral.

**Section 5. Personal Leave:** Employees shall be granted one (1) personal leave day per contract year at the discretion of the Director of Buildings and Grounds or his/her designee.

## **ARTICLE IX HOURS OF SERVICE**

**Section 1. Basic Work Day:** Eight (8) hours per day shall constitute a regular work day, Monday through Friday

**Section 2. Basic Work Week:** A regular work week shall consist of forty (40) hours exclusive of lunch, for full time employees.

**Section 3. Part Time Employees:** The Employer reserves the right to employ such personnel, as it deems desirable or necessary on a part time or casual basis.

**Section 4. Shifts and Starting Time:** All employees will be assigned starting time and shifts as determined by the Employer.

**Section 5. Lunch Period:** Employees shall be provided a duty free lunch period of at least thirty (30) minutes.

**Section 6. Boiler and Building Checks:** The employees who check the boilers will be on rotation basis every other week. Employees who perform these voluntary checks of the boilers and buildings on Saturdays and Sundays shall receive 2 hours (two hours) of pay per pay period at the straight time rate for checks of the elementary schools and 3 hours (three hours) pay per check at the straight time rate for checks of the Middle Schools and High School. The frequency of the checks (once or twice a day) shall be determined by the Director of Buildings and Grounds. Additional payment will be made for holiday checks and assigned work beyond regular building/boiler checks at a rate of one and one-half (1 ½) times salary minimum of one hour pay per building check.

The employees who check the Brainerd High School pool system on Saturdays and Sundays shall receive 2 (two) hours of pay per pay period at the straight time rate for these checks. The frequency of the pool checks shall be determined by the Director of Buildings and Grounds.

**Section 7. Compensation for Extracurricular:** Compensation payments for services rendered on account of extracurricular affairs shall be made through the Employer.

**Section 8. School Closing:** In the event that school is closed for any reason and the employee is not required to perform services, the employee may use vacation, use personal leave, or have their daily/hourly wage reduced accordingly.

Included in this contract provision will be the understanding that the Superintendent or District designee may direct custodial staff to leave for the day due to inclement weather conditions. To ensure our students return home safely, staff will be required to remain present until busing is cleared and until the building has received direction from the District Office.

The District understands that inclement weather creates a situation outside of the employee's control and is of a short duration. In the event that the Superintendent or District designee releases custodial staff prior to the completion of his or her scheduled shift, the District agrees to compensate the employee for all contracted hours of the day.

## **ARTICLE X HOLIDAYS AND VACATIONS**

**Section 1. Holidays:** The following Holidays or days observed as such shall be considered as

major holidays for all employees covered by this Agreement: Fourth of July, Labor Day, Thanksgiving day, the day following Thanksgiving day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, Juneteenth

When a major Holiday falls upon Saturday or Sunday, the preceding Friday or the following Monday will be considered a Holiday for all employees, except that nine (9) month employees are not eligible for pay on the Fourth of July. Employees must work, or be on prior approved paid leave, the day before or day after the holiday to receive holiday pay. Employees must work, or be on prior approved paid leave, the day before and day after the holiday to receive holiday pay.

**Subdivision 1. Juneteenth Holiday:** Minnesota Statute 645.44, Subd. 5, enacted May 24, 2023. The bill specifically states, "(t)his Section is effective the day following enactment." This means that June 19, 2023 (Juneteenth) of the 2023 calendar year was a recognized holiday that was applied to all public sector members working in Minnesota. The Statute states that "(n)o public business shall be transacted on this holiday. If Minnesota State amends the MN Statute listed above for the purpose of necessary academic reasons and needs to be open for business thus requiring the Union employees to work on Jun 19 (Juneteenth Holiday), then the employer will give the employees covered under this bargaining unit a floating paid holiday for that year in place of the Juneteenth Holiday as fair compensation.

**Section 2. Vacations:**

Active employees (defined as working, on vacation or sick leave) working a twelve (12) month schedule shall be granted the following vacation schedule:

Completed Years of Service (from date of hire)	Rate of Accumulation
0-5 years	6.67 hours/month (10 days per year)
6-14 years	10 hours/month (15 days per year)
15-24 years	13.34 hours/month (20 days per year)
25+	16.67 hours/month (25 days per year)

Employees shall be given preference as to vacation dates in accordance with their seniority status. Vacation dates shall be arranged with the Employer. Vacation time may be allowed during the school year, but is recommended to be taken in the months of June, July or August. Under no circumstance can more than one engineer be granted vacation at any time period. These vacation periods shall be no longer than five (5) working days and subject to the following conditions:

1. A qualified engineer, as recognized by the Director of Buildings and Grounds, must be available to perform the required boiler and system checks for the duration of the vacation granted.
2. Substitute coverage is available or it is determined by the Director of Buildings and Grounds, that coverage is not required.
3. Vacation requests require the approval from the Director of Buildings and Grounds.
4. Requests for vacation days will be considered in order of seniority if submitted prior to May 1, 2023, for the school year 2023-2024, and prior to May 1, 2024, for the school year of 2024-2025.
5. Request for vacations longer than one (1) day will be considered in order of submission, but must be made no less than 15 calendar days prior to the requested dates. Vacations of one (1) day duration may be granted on short notice at the discretion of the Director of Buildings and Grounds.
6. The number of employees on vacation at on any given student day shall not exceed ten percent (10%) of the total FTEs. Additional absences may be granted at the discretion of the

Director of Buildings and Grounds.

One floating week of vacation may be taken during the Christmas season by employees, according to seniority, while ensuring adequate responsibility coverage in the buildings as determined by Employer. In the event of termination of employment during the year, vacation time shall be pro-rated from the date of hire to the date of termination of employment. Anniversary date for all employees shall be July 1, for purposes of determining vacation time.

Employees shall be allowed to have a maximum vacation balance on the first Monday of September equal to the amount of vacation the employee earned in the preceding 12 (twelve) month period.

Any employee whose vacation balance is greater than the maximum vacation balance on the Tuesday following the first Monday in September shall forfeit the portion over the maximum back to the employer without compensation.

**ARTICLE XI  
SENIORITY**

**Section 1. Seniority List.** There shall be a seniority list established, which shall be based on the employees original date of hire. This list shall be kept and displayed upon the proper bulletin board in the department affected by this Agreement.

**Section 2. Probationary Period.** New employees shall serve a probationary period of twelve (12) months of continuous service in the School District during which time the School District shall have the right to discharge or otherwise discipline such custodian. All employees who have twelve (12) months or more of service shall be considered regular employees.

**Section 3. Job Posting.** In the event of a job opening, the job shall be announced by email for a period of three (3) working days. The job shall be awarded to qualified internal applicants within 30 calendar days or a response regarding the reasoning of the delta will be provided to the bargaining unit members. Qualified internal applicants shall apply for the newly posted position through the District applicant tracking system and the most qualified applicant will be chosen. If multiple unit members apply with same/similar qualifications, the Director of Buildings and Grounds will use seniority to determine who is offered the position. In the event of no qualified internal candidates apply for the position, the district will post the position externally after three (3) days. A Union Steward may observe all internal interviews for positions. The Union Steward will receive an email notification of dates and times for internal interviews.

**Section 4. New Position.** When an employee assumes a new position the employees shall have forty-five (45) working days to determine whether the employee is performing the required job. The employer shall have the same number of days to determine job performance. At the end of the forty-five (45) working days a written evaluation will be completed by the Director of Buildings and Grounds. If negative, the employee will be allowed to continue for thirty (30) working days to show marked improvement, followed by a second evaluation. If either the employer or the employee deems the employee should not continue in the new position the employee shall then return to the employee's original or similar position (i.e.: same salary, same shift) held prior to the new position.

**Section 5. Previous employee returning to Brainerd Public School District for employment.** If an employee has left employment of Brainerd Public School District for any reason, and if they shall return to be hired again, that employee will be hired the same as a New Hire employee. Their previous vacation allowance, Wage Grade Pay, and Seniority shall not be reinstated from previous hire date/leave date.

**Section 6. Promotion.** Any employee promoted to the following positions shall receive placement on Step 4 for the position, after completing the probation period (Article XI. Sections 2 and 4). Positions are as follows:

Chief Engineer  
Maintenance Engineer  
Senior High Engineer  
Senior High Custodial Lead  
Middle School Custodial Lead  
Middle School Engineers  
Elementary Day Engineers  
Computer Tech

**Section 7. Layoff.** In the event of a lay-off, permanent substitutes followed by employees with the least seniority shall be the first to be laid off, providing the employees remaining on the payroll are qualified to perform the work remaining to be done. In the event of rehire, the last employee laid off shall be the first to be rehired, providing he is qualified to perform the work assignments.

**Section 8. Position Termination.** In the event of position termination, the more senior employee will be given consideration for placement (i.e.: same hourly wage, same shift) within the unit. Placements involving District-wide positions or required licensing may be exceptions to the above guidelines.

**Section 9. Pay Scale Reduction.** Permanent employees shall not be reduced in pay scale for the first thirty (30) days when assigned work of a lower classification. Employees performing work of a higher pay classification shall receive the wage scale prevailing for the higher classification after being assigned the position for more than thirty (30) consecutive days.

## ARTICLE XII GRIEVANCE PROCEDURE

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between employee and the Employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

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

**Section 3. Definitions and Interpretations:**

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

**Subdivision 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 holiday by state law.

**Subdivision 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, Sunday, or a legal holiday, in which event the period runs until the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subdivision 4. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail with 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 office of the Superintendent of Schools, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) 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 Employer and the employee's designee.

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

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

**Subdivision 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, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal.

**Subdivision 3. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such a request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

**Subdivision 4. 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.

**Subdivision 5. Selection of Arbitrator:** 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 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 Subdivision 4, providing such request is made within twenty (20) days after the request to arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the P.E.R.B. within the time periods provided herein shall constitute a waiver of the grievance.

**Subdivision 6. 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 Employer, the submission of the grievance, which shall include the following:

- (1) The issues involved.
- (2) Statement of facts.
- (3) Position of the grievant.
- (4) The written documents relating to Section 5,

Article XII, of the grievance procedure.

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

**Subdivision 7. 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; the parties shall have the right to 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.

**Subdivision 8. 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 or arbitration decision as provided by in the P.E.L.R.A. of 1971.

**Subdivision 9. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if request by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of arbitration.

**Subdivision 10. Jurisdiction:** The arbitrator shall have no power to add to, subtract from or modify any of the terms of this written agreement or to any agreement made supplementary hereto, and shall only rule on those cases that apply to the definition of a grievance as described in this article.

## **ARTICLE XIII RETIREMENT**

### **Section 1. Retiree Health Insurance:**

**Subdivision 1.** For custodians hired prior to March 1, 2010, single premium health insurance will be paid by the School District for employees retiring under the "Rule of 90" (full retirement with PERA as defined by State Statute) at any age or between ages of 60 and when an employee becomes eligible for Medicare or a maximum of 5 years (10 years if retiring under the "Rule of 90"), whichever occurs first. An employee must have fifteen (15) years of service with the District to be eligible for this health insurance benefit. If PERA "Rule of 90" eligibility requirements are modified or amended through legislation, the School District will pay the same single health insurance premium as stated in the contract for those employees who qualify under the modified or amended eligibility requirements, with the maximum term of benefits continuing at 10 years.

Beginning July 1, 2024, the school district will pay \$876 per month toward a single group insurance plan, if qualified, under the subdivisions above.

**Subdivision 2.** Custodians hired after March 1, 2010 will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Rather, custodians hired after March 1, 2010, will receive a defined contribution from the District for a period not to exceed 22 consecutive years, following the schedule below:

Years 0 – 3	\$0/year
Years 4 – 15	\$600/year
Years 16 – 25	\$1,000/year

Beginning in the 4<sup>th</sup> consecutive year of employment, contributions will be made to eligible, active employees and contributed to the District sponsored Health Reimbursement Arrangement, (HRA) on behalf of the eligible employee in June of each year. The District contributions and any accrued interest earnings will become vested to the eligible employee upon successful completion of their 15<sup>th</sup> year of service. The vested employee may begin accessing their vested HRA account balance upon attaining age 60 and retiring from the District. If separation of service occurs prior to completing 15 years of service, any District contributions will remain with the district to be used to offset any current and or future District liabilities. At the time of qualified accessibility to vested HRA funds; reimbursements of eligible expenses will be governed by the plan document and in accordance with current IRS rules and regulations.

**Section 2. Alternative Pension Plan:** 2002 Minnesota State Law allows public employees to



participate in employer paid pensions (M.S. S356.24, Subd. 1(9 and 10)). The Central Pension Fund Plan of Benefits and the Trust Agreement govern the plan.

It is understood the amount contributed to this pension is a pre-tax employer contribution. The amount paid into the fund shall be deducted from the employee's salary or wages. Some may be paid in directly from the employer (see table). All future wage increases are addressed after the employee's portion of the pension contribution is calculated back onto the wage.

Effective July 1, 2006 the total hourly contribution to the Central Pension Fund (CPF) shall be \$0.96/hour to a maximum of two thousand eighty hours (2080) per calendar year. The hourly CPF contribution rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time) except for overtime hours worked. Overtime shall be calculated and paid including the employee's portion (see table). There shall be no contribution to the CPF on overtime hours. The employer shall send the contributions directly to the CPF.

The employer also agrees to change the pension contribution rate July 1<sup>st</sup> of any year, provided the Union notifies the employer of a required change at least two (2) weeks prior to July 1st. Any increase in contribution shall be deducted from the employee's wage or salary unless otherwise agreed.

<b>TABLE EFFECTIVE 07/01/2016</b>			
<b>Length of Service</b>	<b>Employer Contribution</b>	<b>Employee Portion</b>	<b>Total Contribution</b>
0 through 3 years	\$0.10/hour	\$0.96/hour	\$1.06/hour
Over 3 years through 10 years	\$0.24/hour	\$0.82/hour	\$1.06/hour
Over 10 years through 15 years	\$0.34/hour	\$0.72/hour	\$1.06/hour
Over 15 years	\$0.46/hour	\$0.60/hour	\$1.06/hour
<b>**NOTE: To a maximum of 2080 hours per year</b>			

#### **ARTICLE XIV DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement, including all attached schedules, shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. 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. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the Employer and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment, supersede any and all prior Agreements, resolutions, practices, School District Policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

**APPENDIX A: WAGE SCHEDULE**

**CLASSIFICATIONS**

- I: All 2<sup>nd</sup> and 3<sup>rd</sup> Shift custodians
- II: BHS/Forestview Day Custodian
- III: BHS Custodian/Grounds, Elementary 2<sup>nd</sup> Shift Engineer, Truck Driver
- IV: Elementary Day Engineers, Warehouse, BHS 2<sup>nd</sup> Shift Engineer
- V: WESB and LEC Day Engineer
- VI: Lead Grounds, Lead Custodians, Forestview Lead Maintenance Engineer, BHS Day Engineer
- VII: HVAC Technician, Chief Engineer

**2023-24**

STEP	I	II	III	IV	V	VI	VII
1	\$16.04	\$16.19	\$16.51	\$17.53	\$17.93	\$19.18	\$22.39
2	\$16.80	\$16.96	\$17.30	\$18.35	\$18.82	\$20.02	\$23.32
3	\$17.56	\$17.74	\$18.10	\$19.14	\$19.62	\$20.88	\$24.26
4	\$21.52	\$21.73	\$22.15	\$23.30	\$23.93	\$25.26	\$29.14

**2024-25**

STEP	I	II	III	IV	V	VI	VII
1	\$16.29	\$16.45	\$16.78	\$17.81	\$18.22	\$19.49	\$22.75
2	\$17.07	\$17.24	\$17.58	\$18.65	\$19.12	\$20.34	\$23.69
3	\$17.84	\$18.02	\$18.39	\$19.44	\$19.94	\$21.21	\$24.65
3	\$21.86	\$22.08	\$22.50	\$23.67	\$24.31	\$25.66	\$29.60

**Additional Compensation:**

Type	Additional Compensation per hour
3 <sup>rd</sup> Shift Custodian shift differential	\$.25
Grounds position with Snow Removal duty	\$.23
Multi-building when using own vehicle	\$.29
Certified Pool Operator, Registered Unlicensed	\$.06
Electrician, Well Water Supply Operator, Chemical Applicator	
Boiler's license: 2 <sup>nd</sup> class	\$.23
Boiler's license: 1 <sup>st</sup> class	\$.28
Boiler's license: Chief	\$.43

**Longevity:**

5-9 years:	\$.28 per hour
0-14 years:	\$.34 per hour
15+ years:	\$.40 per hour

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

**BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT  
NO. 181, BRAINERD, MINNESOTA**

DATE 8/14/2020

BY [Signature]  
School Board Chair

BY [Signature]  
School Board Clerk

BY [Signature]  
Superintendent

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL NO. 49**

DATE 08-29-23

BY [Signature]  
Union Steward

BY [Signature]  
Union Representative

BY [Signature]  
Union Business Manager