

AGREEMENT

between

LAC QUI PARLE VALLEY ISD #2853

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO**

**CUSTODIANS, CLERICAL, FOOD SERVICE AND
EDUCATIONAL ASSISTANTS**

July 1, 2022 through June 30, 2023

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ARTICLE I – PURPOSE

Section 1. Parties. THIS AGREEMENT is entered into between the School District No. 2853, Madison, Minnesota hereinafter referred to as the School District, and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Food Service, Educational Assistant, Clerical, Grounds Maintenance and Custodial Maintenance employees.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

In accordance with the P.E.L.R.A., the School District recognizes International Union of Operating Engineers, Local No. 70 as the exclusive representative for all non-certified employees, excluding supervisory employees, confidential employees, essential employees and bus drivers, employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

ARTICLE III – DEFINITIONS

Section 1. Terms and Conditions of Employment. The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, appropriate unit shall be all non-certified employees, excluding the following: confidential employees, supervisory employees, essential employees, bus drivers, part-time employees whose services do not exceed fourteen (14) hours per week or 35% of the normal work week in the employees bargaining unit, 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 unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceed sixty-seven (67) calendar days in that year.

Section 3. School District. For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

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

Section 5. Full Time Employees. All employees who are employed 2080 hours a year are full time employees who work six (6) or more hours per day, 260 days per year in one classification.

ARTICLE IV – SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations,

directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are consistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any state or federal rules, regulations, directives or orders shall be null and void and without force and effect.

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

Section 5. Proof of Qualifications. For any position that requires licensure, certification or other mandated requirements, the District may require the employee to provide proof of such license, certification or requirement. All time and expense associated with meeting such licensure, certification or requirement will be the responsibility of the employee.

ARTICLE V – EMPLOYEE RIGHTS

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

Section 2. Right to Join. Pursuant to P.E.L.R.A., 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 grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check-Off. The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the

proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal installments per employees' pay periods. Deductions for initiation fees, dues and assessments shall commence thirty-one (31) days from the date of employment.

Section 4. Union Stewards. The Union, upon written notification to the District, may designate employees within a bargaining unit to serve as stewards.

Section 5. Visitation Rights. Representatives of the Union, previously accredited to the District in writing by the Union, shall be permitted to come on the premises of the employer for the purpose of investigating and discussing grievances, and preparing the initial contract proposal, in a responsible and reasonable manner.

Section 6. Reservation of Exclusive Representative Rights. The School Board recognized that the Exclusive Representative does not waive any rights they legally have to represent bargaining unit members, insofar as such rights are not specifically waived in this agreement.

Section 7. Employee Lists. The District shall advise the Union office and steward in writing of the names and starting dates of all employees added to this bargaining unit. The Union steward shall be notified in writing upon the effective date of termination.

Section 8. Union Officers and Stewards. Employees who are elected or appointed officers or stewards of Local 70 may be allowed reasonable time off without pay for the purpose of conducting the business of their office.

ARTICLE VI – RATES OF PAY

Section 1. Rates of Pay.

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022 to June 30, 2023.

Subd. 2. During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Subd. 3. An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Subd. 4. In addition to the base rate of pay, an employee shall earn longevity at a rate of eight cents (\$0.08) per year of service with the District with the first year being zero.

Effective July 1, 2022: \$0.10 per hour, per year, for employees after year 4 of continuous employment to a maximum of 35 years. Employees who currently have less than 4 years of continuous employment, and have earned Longevity, shall be frozen at the Longevity rate they are currently at, without loss, until after 4 years of continuous employment, as to when Longevity will resume.

Subd. 5. If an Education Assistant's duties include transporting students, the employee will be compensated for actual transportation time at the transportation rate if that rate is higher than the Education Assistant rate.

Subd. 6. Employees will be paid at the appropriate rate according to their assigned classification and the duties they've performed. This time is to be documented on the employee's time card and approved by their direct supervisor or building principal. Student support staff will be classified according to student IEPs.

Subd. 7. Boiler and building checks on weekends and holidays shall be paid at time and a half for all hours worked for a minimum of one (1) hour per check, for those boiler and building checks conducted in excess of forty (40) hours worked.

Subd. 8. Educational Assistants #2 who are directly involved in student personal care will receive an additional eighty cents (\$0.80) per hour.

Subd. 9. The District has a need of substitutes and classroom supervisors during absences of teaching staff. Therefore, Educational Assistants who are requested by the District, and agree assuming the role of Substitute, shall be paid an additional eight dollars (\$8.00) per hour to their normal rate of pay.

Educational Assistants who are requested by the District, and agree assuming the role of Classroom Supervisor, shall be paid an additional two dollars and seventy-five cents (\$2.75) per hour to their normal rate of pay.

Section 2. One certified "Assistant Cook" in the Appleton-Milan Building and one certified "Assistant Cook" in the MMN Building will be designated each year to take responsibility for food temps, refrigerator/freezer temps, etc...in their building's kitchen. They will be compensated a stipend of twenty-five cents (\$0.25) per hour provided they pay/paid for their certification and all related expenses. The stipend would not go into effect until the proper certification is achieved and the extra responsibilities are assigned and assumed.

ARTICLE VII – HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week. The regular workweek, exclusive of an unpaid lunch period shall be determined by the School District each year for positions covered under this Agreement.

Subd. 1. The District will not deliberately alter an employee's regular work schedule in an effort to avoid overtime.

Section 2. Basic Work Year. The basic work year for less than twelve (12) month positions shall be prescribed by the School District each year. Less than twelve (12) month employees will be given written notice of their starting date and total number of work days, not less than thirty (30) days prior to the start of their work year. One on One Educational Assistants shall receive notice of work assignment as soon as student requirements are identified.

Section 3. Part Time. The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees. When there is a need for additional hours, those hours will be offered to present part-time employees provided those hours can be applied to their present schedule. This section shall be applicable for part-time summer employees.

Section 4. Working Hours. Working hours shall be determined by the School Administration. The District must, however, give at least five (5) working days' notice before changing normal work shifts, unless mutually agreeable between employer and employee.

Subd. 1. New Position. Both parties agree the School District has the right to determine the duties and hours of each position. If there is an increase or decrease in hours, if there is a two (2) or more hour change in scheduled shift, or if the change of duties would require a change in classification, the position shall be declared new and be duly posted.

Section 5. Overtime. Overtime will be paid at 1 ½ times the hourly rate after forty (40) hours per week.

Subd. 1. In the event the parties agree to a ten (10) hour day, overtime shall be paid after forty (40) hours in one week.

Subd. 2. All overtime must be pre-approved by the Employees immediate supervisor. If not pre-approved the Employee may be subject to disciplinary action. Any emergency requiring overtime that cannot reasonably be pre-approved must be brought to the supervisor's attention within one (1) working day. Reasons for all overtime must be documented on the time card and be signed by the supervisor.

Subd. 3. Clerical employees who are assigned to receive phone calls after their regularly scheduled hours from staff for absences or other circumstances, shall be paid for those hours, including any hours at the overtime rate of pay if they work more than 40 hours in the week.

Section 6. Shifts and Starting Time. The District will determine shift hours and starting times.

Section 7. Lunch Period. Employees who work six (6) or more hours in a day will be provided a duty free, unpaid lunch period, of at least thirty (30) minutes unless the employee and the District agree to mutually waive this section.

Section 8. Call Backs. An employee called back to work after their normal shift shall be compensated one and one-half hours at their regular rate of pay or actual hours worked whichever is greater. In the event this call back results in an overtime situation the overtime rate of time and one-half shall apply.

Section 9. Severance. Employees shall receive 25% of unused Sick Leave at the time of PERA retirement and 15 years of service to the District.

ARTICLE VIII – HOLIDAYS & VACATIONS – FULL TIME EMPLOYEES

Section 1. Paid Holidays.

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	2 Floating Holidays

Paid Holidays – Secretarial Employees Working 1,680 Hours.

New Year's Day	Day after Thanksgiving
Thanksgiving Day	Christmas Day
2 Floating Holidays	

Section 2. Weekends. Holidays that fall on weekends will be observed as follows: Saturday will be observed on Friday and Sunday will be observed on Monday, as established by the Board.

Section 3. School in Session. The School District reserves the right, if school is in session to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 4. Application. In order to be eligible for holiday pay, an employee must have worked their last regular scheduled work day before and after the holiday unless on an excused illness, injury, leave or on vacation under these provisions.

Section 5. Vacations. After 1 year of employment: 3-1/3 hours of vacation per pay period, to a maximum of forty (40) hours per year.

After 2 years of employment: 6-2/3 hours of vacation per pay period, to a maximum of eighty (80) hours per year.

After 10 years of employment: 10 hours of vacation per pay period, to a maximum of one hundred twenty (120) hours per year.

After 20 years of employment: 13.33 hours of vacation per pay period, to a maximum of one hundred sixty (160) hours per year.

The scheduling of all vacation time shall be approved by the School District.

Section 6. Application.

Subd. 1. Vacation shall be provided as of July 1 of each year. Employees hired between January 1 and July 1 may take vacation on a pro-rated basis after six (6) months of employment.

Subd. 2. If the employee resigns before completing a full year of service the employee shall not be entitled to any vacation pay. An employee who has completed at least one year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' advance notice of the resignation time.

Subd. 3. The scheduling of all vacation time shall be subject to approval of the School District, taking into account the needs and wishes of the employee whenever possible.

Subd. 4. Use of time will be limited to a maximum of ten (10) consecutive working days per vacation period.

ARTICLE IX – LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. All full time employees shall earn sick leave at the rate of one (1) day per month. Part-time employees shall earn sick leave on a pro-rated basis.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 112 days per employee.

Subd. 3. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to the employee's illness or disability which prevented his/her attendance at school and the performance of duties on that day or days. An employee, in accordance with Minnesota Law, may use sick leave for dependent children.

Subd. 4. The School Board may require the employee to furnish a medical verification from a qualified physician as evidence of the employee's illness, indicating that such absence was due to the employee's personal illness and stating the length of time needed for recovery in order to qualify for sick leave pay.

Section 2. Serious Illness Leave. Five (5) days per occurrence will be allowed for serious illness in the immediate family, with said leave being deducted from accumulated sick leave. The District may require a doctor's verification. The immediate family shall be understood to include spouse, child, grandchild, brother, son-in-law, daughter-in-law, brother-in-law, sister, sister-in-law or parent of the employee or the employee's spouse; and dependent members of household. The employee is also entitled to medical leave under the Federal FMLA.

Section 3. Bereavement Leave.

Subd. 1. Ten (10) days per occurrence will be allowed with full pay for a death in the immediate family. Bereavement leave shall be deducted from the employees accumulated sick leave. The immediate family shall be understood to include spouse, child, grandchild, brother, son-in-law, daughter-in-law, brother-in-law, sister, sister-in-law, parent or

grandparent of the employee or the employee's spouse; and dependent members of household.

Subd. 2. For absence because of the death of relatives or friends outside the immediate family, the employee shall receive pay for up to one (1) day per occurrence to be deducted from sick leave.

Section 4. Other Leaves. Parenting Leave, Adoption Leave, Sick Child Care Leave, Political Leave, and Military Leave shall be as per M.S.

Section 5. Personal Leave.

Subd. 1. Full-time employees shall be granted two (2) personal leave days per year.

Subd. 2. Those employees working less than 2080 hours shall receive 3.5 personal leave days per year.

Secretarial Employees working from 1,680 to 1,880 hours per year shall receive four (4) Personal Days.

Subd. 3. Personal leave must be requested at least 24 hours in advance except in case of an emergency.

Subd. 4. No more than one (1) employee per classification per building may be absent for personal leave at one time, at the discretion of the building Principal/Supervisor.

Subd. 5. Personal leave shall be taken in a minimum of a one (1) hour block of time.

Subd. 6. All employees may carry over unused personal leave hours to a maximum of five (5) days.

Section 6. Worker's Compensation.

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School

District, under the provision of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

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

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

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

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

Section 7. Emergency School Closing.

Subd. 1. If school is closed early or starts late, affected full-time employees will be allowed to work regular scheduled hours if approved by the immediate supervisor or be allowed to make up the time at a future date that does not create an overtime situation. Hours worked to make up for lost time under this provision shall not be subject to the overtime provision.

Subd. 2. Make up time must be pre-approved by the part-time employee's supervisor and documented on the time card. Any time not made up five (5) days after the last work shop day will result in a pay reduction.

Subd. 3. Make up time must be done in a minimum of thirty (30) minute

time blocks.

Subd. 4. If the school day(s) is changed due to inclement weather, (early outs, late starts only) employees will not be expected to make any day or days.

If not made up by the employee, personal leave hours may be applied or a reduction of pay shall occur to all hours lost.

ARTICLE X – MEDICAL BENEFIT PLAN

Section 1.

Subd. 1. Employees who participate in the District’s Health Plan shall receive \$525.00 per month towards the District’s Health Plan premiums for Single coverage or Family coverage for 2022 –2023.

For 2022 – 2023 employees who waive the District’s Health Plan shall participate in a Flexible Spending Account (FSA) with a maximum contribution of \$500.00, prorated for those who do not complete the School Year.

The amounts shall be distributed as follows:
January 1, 2022 through December 31, 2023: \$500.00

ARTICLE XI – DISCIPLINE AND DISCHARGE

Section 1. Discipline.

Subd. 1. Cause. Disciplinary action may be imposed upon an employee for cause only.

Subd. 2. The District shall subscribe to the principals of progressive discipline. The district may immediately discharge an employer for just cause, subject to the grievance procedure. Examples of cause are but not limited to, theft of the Employer’s property, fraud, use or selling illegal drugs or alcohol on school property.

Subd. 3. Written notice of suspension and or discharge shall state the facts and nature of infraction an employee may elect to have copies sent to the union office and union steward.

Section 2. Personnel Records.

Subd. 1. Copy of Record. Each employee shall be furnished with a copy of all evaluative and disciplinary action placed in her/his personnel office record and shall be entitled to have her/his written response included therein. All disciplinary action in the Personnel Office record shall state the corrective action expected of the employee and consequences of failure to correct.

Subd. 2. Right to View Record. The contents of an employee's personnel office record shall be disclosed to her/him upon request for an appointment and in the presence of a District authorized official.

Subd. 3. Personnel Records. A copy of written reprimands, notices of suspension or discharge that are to become a part of the employee's personnel file shall be given to the employee with space for signature of acceptance or affidavit or service of said document.

ARTICLE XII – PROBATION

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period of ten (10) months of service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period; Change of Classification. In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of ten (10)

calendar months in any such new classification. During this ten (10) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Subd. 1. The employee may, at his/her discretion, have the right to his /her previous position at any time within ten (10) days of appointment. If an employee chooses to return after ten (10) days, they shall be placed in a like previous position only after the conclusion of the current school year.

Section 3. Completion of Probationary Period. An employee who has completed the probationary period may be suspended without pay or discharge only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE XIII – SENIORITY

Section 1. Seniority Definitions.

Subd. 1. District Seniority. District seniority will be defined as years an employee has worked as an employee of Independent School District #2853 and/or worked as an employee of one of the former School Districts that is now part of ISD #2853.

Subd. 2. Classification Seniority. Classification seniority will be defined as years of service within the following classifications:

Office/Clerical	Food Service
Custodial/Maintenance/Grounds	Student Support Staff

Section 2. Seniority Ties. In the event more than one employee has the same seniority hours, seniority ranking will be determined by a random drawing conducted by the Union. The School District will have the right to have a representative present during the drawing.

Section 3. Loss of Seniority.

Subd. 1. Seniority shall be lost by any of the following:

1. Voluntary quit
2. Discharge
3. Failure to respond to Employer within ten (10) working days of certified mailing notification of recall from layoff.

Subd. 2. Seniority. If an employee is assigned to a supervisory/ confidential position with the School District, that employee will retain their bargaining unit/classification seniority at the time of their promotion for twelve (12) months, but shall not earn additional seniority time.

Section 4. Lay - Off.

Subd. 1. Notification. In the event a lay-off or reduction of hours becomes necessary, the School District shall notify the steward, the Union office and employees involved not less than ten (10) working days prior to the lay-off and/or reduction of hours.

Subd. 2. Rights. In the event of a lay-off, it shall be by classification. The employee with the least seniority in a particular classification shall be considered for lay-off first. When a position is eliminated the employee in that position shall have the right to displace (bump) a less senior employee in the same classification to regain up to the number of hours lost. Any employee who is laid off in any classification, may in the event of a layoff, bump a less senior employee in a classification provided he/she has completed a probationary period in said classification. It is understood that the hours of seniority in each classification are only those worked within a classification. For example, a person who works 20,000 hours in classification A and then works for 2,000 hours in classification B and then returns to classification A for another 10,000 hours, cannot bump someone who has worked 5,000 hours in classification B, in the event he/she is laid off in classification A. Classifications shall be based on base rates of pay, highest base rate to lowest rate. At the discretion of the District the Displacement (bumping) procedure shall not apply to one on one Educational Assistants for the period of time an assigned student is at that site.

Part-Time: Less than 2080 hour employees may only displace other less than 2080 hour employees.

Full-Time: 2080 hour employees may displace either full-time or part-time employees based on seniority and qualifications.

Subd. 3. Recall. Employees shall be recalled in the reverse order of lay-off; the last employee laid-off shall be the first recalled. Recall shall apply for up to one (1) year.

Subd. 4. Temporary Lay-Off. This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown quarantine, loss of a utility or damages from natural or unnatural disasters.

Section 5. Seniority List. The Employer agrees to prepare and post a seniority list covering all employees in the classifications covered by the Agreement on or before the first pay period in February. The seniority list shall be prepared and emailed every year.

Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date of seniority list posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct. The Union steward shall be furnished in February of each year a current list of employees in the bargaining unit showing their date of hire and position held. Upon request of the union steward, seniority list shall be updated.

ARTICLE XIV – JOB OPENINGS

Section 1. Posting. In the event of a job opening and/or new position, said job opening and/or new position will be posted within five (5) working days of event. The job notification shall be posted for a period of five (5) working days in a designated area at each building, and filled within a reasonable time period. Bargaining unit members shall be given the opportunity to bid for job openings. In the event a job opening exists during the summer months, bargaining unit members shall have the notice sent to their District email address. For those employees who do not have access to computers during summer months, they must give notice to the District to have postings sent to their residence by USPS.

Section 2. Filling Positions.

Subd. 1. Within Classification. Employees within the same classification will have the first opportunity to fill openings within their classification in order of seniority.

Subd. 2. Filling Vacancies. When an employee bids for a position in the same or a lower classification, seniority from a master seniority list will be considered as a major factor in filling the position. The Superintendent or his/her designee will consider other qualifications. If a senior employee is not awarded the position, they will be given a written explanation.

When an employee bids for a position in a higher classification the Employer will fill the position with the senior qualified employee from a master seniority (Exhibit A) list from District #2853. If a senior qualified person is not given the position they shall be given a written explanation.

Subd. 3. Outside the Division. If no employees within the division bid or are qualified, other bargaining unit employees will be considered in order of seniority for the open position. The District will have the right to consider applicants outside the bargaining unit and will select the most qualified. When qualifications are substantially equal, it will be given to the employee with the greatest bargaining unit seniority.

Section 3. New Position. Any position that has not been previously filled will be considered a new position. In addition, if the employer increases or decreases hours of a position by more than two (2) hours per day, it will be considered a new position and will be reposted.

ARTICLE XV – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative. The employee, administrator, or School Board may be represented during any step of the procedure by a person or agent

designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretation.

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

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

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

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

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

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

Subd. 1. LEVEL I. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on

the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. LEVEL II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee 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 or designee shall issue a decision in writing to the parties involved.

Subd. 3. LEVEL III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within twenty (20) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance 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 or representative(s) of the Board may be designated by the Board to hear the appeal at this Level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of a Grievance. Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next Level.

Section 7. Mediation Procedure. Mediation shall be considered before arbitration.

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

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the State of Minnesota Bureau of Mediation Services within ten (10) days following the decision in Level III of the grievance

procedure.

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

Subd. 3. Selection of Arbitrator. Upon the 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 B.M.S. to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask 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 B.M.S. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing.

Subd. 5. Decision. The decision by the arbitrator shall be rendered as soon as possible after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses. Each party shall bear its own expense 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 cost of the transcript will be at the expense of the party requesting the transcript. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement.

Section 9. Rights of Representation. Any aggrieved person may be represented at all meetings and all hearings at any level of the grievance procedure.

Section 10. Miscellaneous.

Subd. 1. The grievance may be withdrawn at any level in writing without prejudice.

Subd. 2. No reprisal of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation, except that such participation shall not give immunity for wrong-doings, ethics violations or any other charges that may result from information disclosed during the grievance procedure.

Subd. 3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties. Provided, however, in the event that it is agreed by the Board of Education or by the arbitrator during Level 4 to hold proceedings during regular working hours, and employee participating in any level of the grievance procedure with any representative of the Board of Education or arbitrator and Union steward shall be released from assigned duties. Each party agrees that it will pay lost wages for any bargaining unit member which it calls to testify at arbitration.

ARTICLE XVI – MISCELLANEOUS

Section 1. Maintenance Clothing Allowance for Shoes, Uniforms and Jackets. Newly hired, full-time employees in the Custodial/Maintenance classification

are eligible for up to \$500.00 toward the purchase of approved uniforms, outerwear and shoes through the District Accounts Payable Personnel.

Returning, full-time employees in the Custodial/Maintenance classification are eligible for up to \$250.00 each year toward the purchase of approved uniforms, outerwear and shoes through the District Accounts Payable Personnel.

Part-time employees in the Custodial/Maintenance classification are eligible for up to \$200.00 each year toward the purchase of approved uniforms, outerwear and shoes through the District Accounts Payable Personnel.

Section 2. Required Licensure/Certification. Training and continuing education necessary to maintain job related licensure/certification shall be paid by the District for hours, materials and course fees, but not for testing expenses.

Section 3. Severance. Employees shall receive 25% of unused Sick Leave at the time of PERA retirement and 15 years of service to the District.

ARTICLE XVII PUBLIC OBLIGATIONS

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the School is of paramount importance. The Exclusive Representative agrees, therefore, that during the terms of this Agreement, neither the Exclusive Representative nor any individual employee shall engage in any strike, nor will the School District lockout employees. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure, but is enforceable in the Courts.

ARTICLE XVIII – DURATION

Section 1. Term and Re-Opening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2022 through June 30, 2023, and thereafter as provided by P.E.L.R.A. 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 one hundred twenty (120) 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 this Agreement.


Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District 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. Nothing within in this Agreement shall be construed as limiting the District from exercising its inherent managerial rights, except when to do so would be in express violation of any term or terms of this Agreement.

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 negotiation during the term of this Agreement, unless by mutual agreement of both parties.


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

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

For: Lac Qui Parle ISD #2853



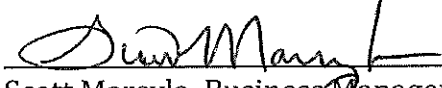
Chairperson



Clerk

Date: 9-7-22

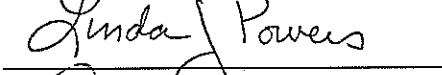
For: International Union of
Operating Engineers, Local 70




Scott Marsyla, Business Manager




Michael Dowdle, President



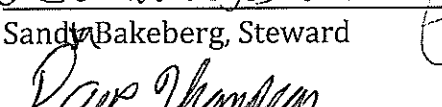
Linda Powers, Recording Secretary



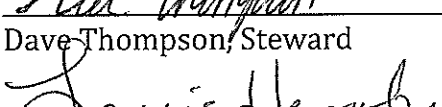
Dave Eiyneck, Business Representative



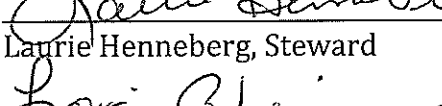
Sandra Bakeberg, Steward



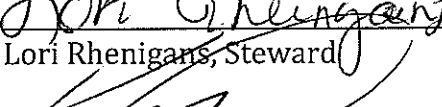
Dave Thompson, Steward



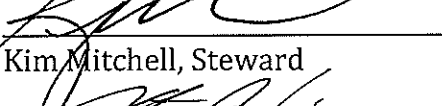
Laurie Henneberg, Steward



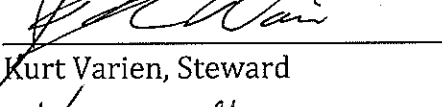
Lori Rhenigans, Steward



Kim Mitchell, Steward



Kurt Varien, Steward



Kristi Gades, Steward

Date: 9-7-22

SCHEDULE A

<u>Classification</u>	<u>2022 - 2023 Base Rate</u>
Accounting 1	\$18.28
Secretary 3	\$18.28
Secretary 2	\$17.19
Secretary 1	\$16.93
Maintenance 4	\$25.00
Maintenance 3	\$21.40
Maintenance 2	\$18.52
Maintenance 1	\$15.00
Cook	\$18.65
Assistant Cook	\$15.33
Educational Assistant 3	\$17.75
Educational Assistant 2	\$16.12
Educational Assistant 1	\$14.96
Speech Assistant	\$17.75
Library Aide	\$15.53
Media Aide	\$15.53
Marketing Coordinator	\$17.12

DE/bdw/opeiu#12

LETTER OF AGREEMENT #1.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOCAL UNION #70 AND
LAC QUI PARLE VALLEY ISD #2853**

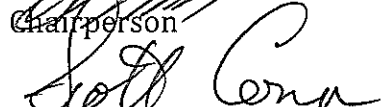
Local Union #70 and Lac qui Parle Valley ISD #2853 agree to the following:

1. To pay a one-time retention stipend of \$1,000 to each member of Local Union #70 that was employed in the 2020-21 school year and returned to 2021-22 school year. Stipend will be paid out upon ratification of 2022-2023 agreement.

For: Lac Qui Parle ISD #2853



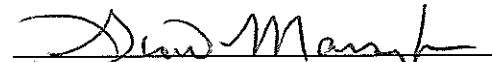
Chairperson



Clerk

Date: Sept. 8, 2022

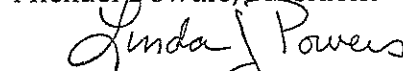
For: International Union of
Operating Engineers, Local 70




Scott Marsyla, Business Manager



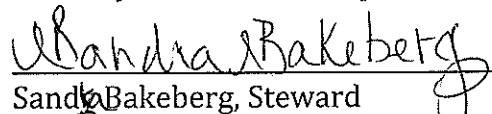
Michael Dowdle, President




Linda Powers, Recording Secretary



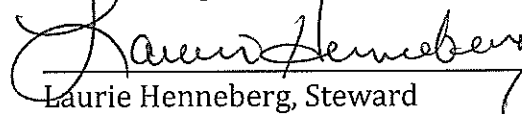
Dave Eynck, Business Representative



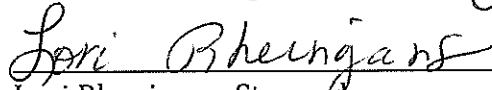
Sandra Bakeberg, Steward



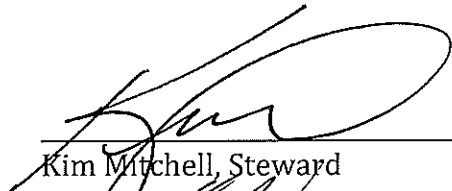
Dave Thompson, Steward



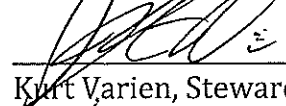
Laurie Henneberg, Steward



Lori Rhenigans, Steward



Kim Mitchell, Steward



Kurt Varien, Steward



Kristi Gades, Steward

Date: 9-7-22

DE/bdw/opeiu#12


LETTER OF AGREEMENT #2.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOCAL UNION #70 AND
LAC QUI PARLE VALLEY ISD #2853**

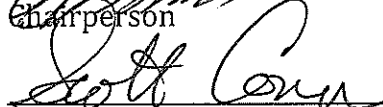
Lac qui Parle Valley ISD #2853 (Employer) and IUOE Local 70 (Union) agree to the following:

During negotiations the Employer and the Union agreed to form a committee of the Educational Assistants employees and identify a date for the purposes of scheduling a Staff Development Day in the 2022 – 2023 School Year, with a deadline of December 25, 2022.

For: Lac Qui Parle ISD #2853




Chairperson



Clerk

Date: 9-7-22

For: International Union of
Operating Engineers, Local 70



Scott Marsyla, Business Manager



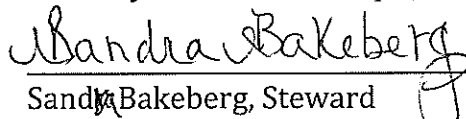
Michael Dowdle, President



Linda Powers, Recording Secretary




Dave Eynck, Business Representative



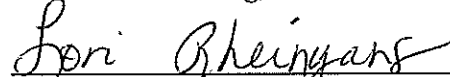
Sandra Bakeberg, Steward



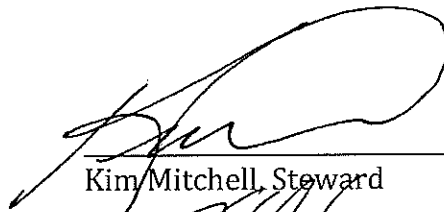
Dave Thompson, Steward



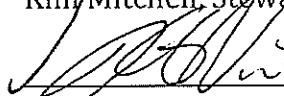
Laurie Henneberg, Steward



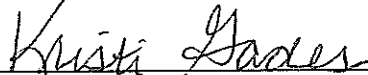
Lori Rhenigans, Steward



Kim Mitchell, Steward



Kurt Varien, Steward



Kristi Gades, Steward

Date: 9-7-22

DE/bdw/opeiu#12