

AGREEMENT

between

MARTIN COUNTY WEST ISD #2448

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 70**

CUSTODIANS

July 1, 2024 through June 30, 2026

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ARTICLE 1 – PREAMBLE

Section 1. Parties and Duration. This agreement is made and entered into this 1st day of July, 2022 by and between Martin County West Independent School District #2448, hereinafter referred to as the Employer, and Local 70 of the International Union of Operating Engineers, hereinafter referred to as the Union.

Section 2. Purpose. The Employer and the Union recognize the need to promote orderly and constructive relationships and that unresolved disputes between the Employer and its employees are injurious to the public as well as the parties involved - therefore, this Agreement has as its purpose the promotion of harmonious relationships between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 – RECOGNITION

Section 1. Recognition. The Employer recognizes the Union as the exclusive bargaining representative for all custodial employees within the appropriate bargaining unit.

Section 2. Appropriate Unit. The Union shall represent all custodial employees employed by the Employer who are employed fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the classification of the unit. Supervisory employees as determined by the Bureau of Mediation Services shall be excluded from the unit.

Section 3. Unit Clarification. Disputes which may occur over the inclusion or exclusion of new or changed job positions or classifications shall be referred to the State Bureau of Mediation Services for expedient resolution. The decision of the State Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.

Section 4. Exclusivity. The Employer shall not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as a member or part of the unit except through the certified Union.

ARTICLE 3 – SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which includes, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection, 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 and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directive and others, 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 not inconsistent with the terms of the Agreement and recognizes that the School Board, all employees covered by the Agreement and all provisions of the Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE 4 – EXCLUSIVE REPRESENTATIVE RIGHTS

Section 1. Paramount Importance. 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.

Section 2. Job Descriptions. The Employer will promulgate job descriptions for each classification, and prior to modification, will meet and confer with the exclusive representative.

Section 3. 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 and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require any public employee to perform labor or service against his/her will.

Section 4. 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 grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 5. Union Stewards. The exclusive representative, upon written notification to the Employer, may designate employees within a bargaining unit to serve as steward.

Section 6. Visitation Rights. The exclusive representative may be permitted to come on the premises of the employer but shall not hold unit meetings during the normal working hours of the employee without prior approval of the employer or his/her representative. The exclusive representative will notify the employer's representative when he/she enters the premises.

Section 7. Employee List. The Employer shall advise the Union office in writing of the names, addresses, telephone number, social security numbers, classifications, starting dates, birth dates and insurance coverage (single or dependent) of all employees added to this bargaining unit. The Union office shall be notified in writing upon the effective date of termination. The list will be transmitted no later than one (1) week following the payroll period in which the change occurs.

Section 8. Dues Check off. The Employer shall deduct monthly membership dues from the earnings of those employees who authorize such deduction in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective and the deductions shall continue in effect until canceled in writing by the employee. The aggregate deductions of all employees, together with a list of the names of the employees from whom deductions were made, shall be remitted to the Union office within ten (10) days after such deductions are made. Employees who work less than twelve (12) months per year shall have twelve (12) months dues deducted in equal amounts during the months for which they appear on the payroll. Deductions for initiation fees, dues and assessments shall commence thirty-one (31) days from the date of employment.

Section 9. Indemnity. The Union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders, or judgments brought or issued against the employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of Sections 8 and 9 of this Article.

Section 10. New Hire Visitation. The Union will be allowed to meet with newly hired employee(s) for up to thirty (30) minutes. This will take place on the clock, either within the first two (2) weeks of employment or at a date mutually agreed to between the Union and Employer.

Section 11. Member Information. The Employer will provide the following contact information to the exclusive representative in spreadsheet format: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number, home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer. The spreadsheet will be

routinely updated, and the exclusive representative will have full access to review the list at any time.

ARTICLE 5 – HOURS OF WORK

Section 1. Basic Work Week. The basic work week for full-time employees shall consist of forty (40) hours. The Employer reserves the right to hire such part-time employees as it deems appropriate.

Section 2. Basic Work Day. The basic work day for full-time employees shall consist of eight (8) consecutive hours.

Section 3. Overtime. All work performed in excess of the forty (40) hours per week shall be computed at the regular time and one-half rate. No overtime will be paid unless it has been specifically preapproved, except in cases when preapproval is not practical, by one of the school administrators.

Section 4. Compensatory Time. Employees will be allowed to accumulate up to sixteen (16) hours of compensatory time. An employee will earn compensatory time at 1½ hours for each hour worked, time to be taken or paid by June 30th each year. The employee must obtain written preapproval from one of the school administrators prior to earning compensatory time.

Section 5. Part-time Employees and Substitutes. Part-time and substitute custodians may work when their services are needed at the discretion of and with administration approval. Part-time custodians may decline additional hours.

Section 6. Working Hours. Working hours shall be determined by the school administration.

Section 7. Restriction. No employee shall work or perform services for any other business or employer during his/her regular work hours.

Section 8. Double Time. Double time for non-school activity shall be paid with the amount of time assigned by the Superintendent.

Double time (2x) will be paid on work scheduled and assigned on Sundays and Holidays, in writing by the superintendent or designee, excluding Building Checks.

Section 9. Call Back Pay. One and one-half (1 1/2) times the hourly rate shall be paid for callback with a minimum of one hour.

Section 10. Weekend Building Checks. Building checks on weekends and Holidays shall be paid a minimum of 1.5 hours or actual clock hours.

ARTICLE 6 – WAGES

Section 1. Wage Schedule.

Subd. 1. 2024 –2026 Contract Year

- A. The basic wages and salaries shall be as set forth in Schedule A, attached hereto and made a part of this Agreement, for the period July 1, 2024 through June 30, 2026. A new wage schedule was developed for July 1, 2024 through June 30, 2026 [Schedule A]. On the new Schedule A, all eligible employees advance at least 1 step with exact placement being mutually agreed upon by the union and the Employer.”

Subd. 3. Initial Placement. New employees will be placed on the salary schedule as agreed between the employee and the Employer.

Subd. 4. Pay Changes. An employee changing positions and thereby going from a higher grade to a lower grade, shall be placed on the new grade at the same step as occupied in the previous grade. An employee going to a higher grade will be placed on the new grade at the lowest step providing a pay rate higher than the previous grade.

Subd. 5. When an employee is assigned in writing by the Superintendent,

or the Superintendent's designee, to a higher classification such employee will be paid the higher rate retroactive to the first day in such higher classification.

Subd. 6. Pool Certification An employee who is required to service and maintain the pool will be compensated an additional thirty-five cents (\$0.35) per hour, in addition to their regular base wage.

- A. An employee who is required to service and maintain the pool, in the absence of the regularly scheduled employee, will be compensated an additional thirty-five cents (\$0.35) per hour in addition to their regular base wage. (i.e. vacation or sick leave)

To receive the additional compensation, the employee will be required to maintain current and appropriate certification and provide a copy of the certification to the District Office.

Additional pool compensation will continue through June 30, 2026 for eligible employees who were assigned to servicing and maintaining the pool as of July 1, 2024.

Section 2. Successor Agreement. In the event a successor agreement is not entered into prior to July 1, 2026, an employee shall remain at the same step as compensated for during the 2025-2026 contract year until a successor agreement is reached. The Employer reserves the right to withhold a salary increase in individual cases for just cause.

Section 3. School Closing. If school is closed because of weather or other emergency, employees covered by this contract will be allowed to use compensatory time and/or make up hours at a later date if the employee does not have any accumulated compensatory time. The Employer will determine when the makeup time is to be made up.

Section 4. Jury Service. An employee who serves on jury duty shall be granted the day or days as stipulated by the court to discharge this responsibility without any salary deduction or benefit loss. An employee summoned to serve as a juror or called for prospective jury service shall receive their daily

rate of pay less the amount provided as compensation for service as a juror. Copies of jury duty payments shall be submitted to the Business Office at the end of the jury duty service period.

Section 5. Worker's Compensation. An employee injured on the job and collecting Worker's Compensation insurance, may draw sick leave and receive full salary from the district. The salary to be reduced by an amount equal to the Insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. License Payment. Any custodian who obtains an engineer's license, required for his/her duties by the School District, shall be paid for his/her initial license. The District will pay examination costs for a custodian seeking a license upgrade, as required for his/her duties by the School District.

Effective July 1, 2018, the District will pay the cost for a Custodian renewing his/her boiler license and/or his/her pool certification, as required for his/her duties by the School District.

Section 7. Clothing Allowance.

Subd.1. Effective July 1, 2004, the District shall supply each employee with five (5) uniform shirts and replace them as deemed necessary.

Subd.2. Effective July 1, 2018, the District shall reimburse a clothing allowance up to two hundred dollars (\$200.00) per year to all full-time custodial employees. Employees may submit for reimbursement once annually in November or May, pending submission of receipts to the Business Office.

ARTICLE 7 – INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Medical-Hospitalization Insurance.

Subd. 1. Single Coverage. The School District's contribution for medical-hospitalization insurance for this 2024-2026 contract year shall be a sum not to exceed \$8,000.00 per year (\$666.67 per month) toward the cost of the premium for the medical-hospitalization plan for individual coverage for each eligible employee employed by the Employer who qualifies for and is enrolled in the School District group medical-hospitalization plan.

The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deductions.

Subd. 2. Family Coverage. The School District's contribution for medical-hospitalization insurance for this 2024-2026 contract year shall be a sum not to exceed \$14,000.00 per year (\$1,166.67 per month) toward the cost of the premium for the medical-hospitalization plan for family coverage for each eligible employee employed by the Employer who qualifies for and is enrolled in a School District group medical-hospitalization plan.

Effective

Subd. 3. Consumer Directed Health Plan (CDHP). The Employer will offer a CDHP effective September 1, 2012. Employees enrolled in the CDHP with the Employer contribution specified in Article 7, Section 2, Subdivisions 1 and 2, will be eligible to contribute to an HSA plan. The HSA plan will be at no cost to the District.

Section 3. Duration of Insurance Contribution. An employee is eligible for Employer contributions as provided in this Article, as long as the person is employed by the Employer. Upon termination of employment, all board participation shall cease effective on the last working day unless otherwise stipulated in this Agreement. Persons who are on leave without pay must bear the full cost of any group insurance that they have elected to carry.

Section 4. Early Retirement. Effective July 1, 1992, a bargaining unit member who retires, is at least 55 years of age, and has at least fifteen (15) years of employment with the School District, shall be eligible to remain in the existing

group health and hospitalization insurance program. Such employees will be eligible for single and/or family coverage at the employee's expense. Eligibility shall commence upon early retirement and request from the former employee and continue until the end of the month in which the employee receives Medicare.

Section 5. Eligibility. To be eligible for Employer contributions for family coverage and contribution, an employee must be full-time, defined as working twelve (12) months per year and forty (40) hours per week. A part-time employee, employed at least nine months per year (academic year) and a minimum of twenty-five (25) hours per week or 1,300 hours per year, shall be eligible for Employer contribution for individual coverage only, but may purchase family coverage, at the employee's own expense, through payroll deduction. Employees employed less than twenty-five (25) hours per week are not eligible for the benefits of this article.

ARTICLE 8 – 403(B) MATCH PLAN

Section 1. 403 (b) Match Plan. Effective July 1, 2008, all employees employed by the Employer are eligible to participate in a 403(b) match tax sheltered annuity plan as allowed under Minnesota Statute 356.24.

Subd. 1. Employees must meet the following criteria to be eligible for a pro-rated 403(b) match. The employee must have worked at least one (1) year in the District. Such employee shall only be eligible to participate in the district's 403(b) tax sheltered annuity-matching program and the District shall make matching contributions to such a program in the maximum amount set forth in subdivision 2. below.

Subd. 2. Employees Match. Employees must elect to participate in the 403(b) annuity-matching program pursuant to the plan of his/her choice at the beginning of the plan year. The Employer's matching contribution to employees participating in the plan shall be \$600.00 per year beginning July 1, 2023.

ARTICLE 9 –SAFE AND SICK TIME

Section 1. Definition.

Subd. 1

At the beginning of each school year employees shall be credited with one hundred twenty (120) hours of sick and safe time to be used for the purposes outlined in M.S. 181.940 et. Seq. All 120 hours of Sick and Safe Time must be used before accumulative leave can be accessed. The maximum accumulative leave is one hundred thirty-five (135) days. Accumulated leave may only be used pursuant to M.S. 181.940 st Seq.

Subd.1. Employees who experience an illness, injury or family medical leave that results in an absence for more than three (3) consecutive contract days must present documentation pursuant to M.S. 181.9447.

Section 2. Application. Safe and Sick Time shall be approved only upon submission of a request entered into the School District's electronic leave system with final approval by the building principal. Requests are to be made prior to the requested day but not before August 1, except in case of an emergency.

Section 3. Increments of Use. Employees may request to use Safe and Sick Time in increments of one (1) hour. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above.

Section 4. Use of Accumulated Leave. Use of accumulative leave shall be allowed by the School District when an employee's absence is for reasons described in M.S. 181.840 et Seq., and the employee has already used 120 hours of Sick and Safe Time in the fiscal year. The School District may require an employee to complete and return the Family and Medical Leave Act application and return to work forms from a healthcare provider when applicable. If applicable, the School District will require an employee on FMLA to use accumulative leave concurrently.

Section 5. Unused Sick and Safe Hours. Over 135 Days. Unused Sick and Safe hours shall be credited to the employee's accumulative leave. The total number of accumulative days shall not be more than 135 days at the beginning of a new fiscal year.

Section 6. Discouraged Uses. Employees are discouraged from using Sick and Safe leave during fall workshop days, parent teacher conference days, the first and last student contract day of the school year, or the day before or after holidays or breaks, except in an unavoidable emergency.

Section 7. Eligibility. To be eligible for the benefits of this article, an employee must be employed at least eighty (80) hours per year. Employees employed less than eighty (80) hours per year are not eligible for the benefits of this section. Part-time employees will receive Sick and Safe Leave hours proportional to their regular working hours scheduled but no less than eighty (80) hours of leave per year.

ARTICLE 10 – HOLIDAYS AND VACATIONS

Section 1. Holidays.

Subd. 1. The following holidays are observed as days off with pay for eligible custodians:

New Year's Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Juneteenth	President's Day*
Labor Day	

*Will be observed as a holiday unless it is a scheduled student or teacher work day. If school is in session, this holiday shall become a floating holiday to be taken at a time mutually agreed to by the employee and the District.

Subd. 2. If one of the above falls on either Saturday or Sunday, that day will be a holiday and the preceding Friday or Monday may be granted as

a day off if school is not in session.

Subd. 3. Holidays shall be considered hours worked for the computation of overtime.

Section 2. Vacations.

Subd. 1. All eligible regular and probationary employees covered by this Agreement shall be entitled to vacations with regular pay each year in accordance with the provisions of this section.

Subd. 2. Eligible employees shall accrue vacation as follows:

- A. During the first two (2) years of employment, 0.6 of a day per month (8 days per year).
- B. During the third through the ninth year of employment, 1.6 day per month (14 days per year).
- C. During the tenth through the fifteenth years of employment, 1.7 days per month (20 days per year).
- D. During the sixteenth year of employment and thereafter, 2.16 days per month (26 days per year).

Subd. 3. Employees may be given preference as to vacation days in accordance with their seniority status. Vacation schedules are to be set up by June-30 of any year. Vacation time may be taken as arranged with and approved by the Superintendent or school administrator.

Subd. 4. First year employees shall accrue vacation, but shall not be eligible to use it until after the completion of their first six months of service and may only use what has been accrued at the time of use.

Subd. 5. Vacation earned in one contract year (July 1 through June 30) should be used by June 30th of the following year. Employees who leave employment of the District shall have their resignation date extended by the number of unused vacation days accrued.

Section 3. Eligibility. To be eligible for vacation or holiday pay, an employee must be full-time, regularly working twelve (12) months per year and forty (40) hours per week.

ARTICLE 11 – VACANCIES AND TRANSFERS

Section 1. Assignment and Transfer. The school system reserves the prerogative to rotate or assign employees to various work stations within the same shift when it serves the best of the custodial and educational mission.

Section 2. Posting of Vacancies. All permanent vacancies in full-time positions will be posted internally for a ten (10) day period. A permanent vacancy is defined as one anticipated to last more than twelve (12) calendar months. A temporary vacancy is defined as one anticipated to last less than twelve (12) calendar months. A position may be filled temporarily pending completion of posting and application procedures.

Section 3. Bulletin Board. Job openings will be posted on a bulletin board located at each of the work sites in the work areas. A copy will also be sent to the Union.

Section 4. Application for Vacancies. All employees under this Agreement may submit application in writing for any vacancy which is posted pursuant to this Article.

Section 5. Frequency of Movement. Any employee successfully bidding on and subsequently serving in an opening, must remain in that position for the remainder of the school year in which the movement took place, unless an exception is made by the Employer.

Section 6. Application of Seniority. Seniority will apply in the filling of vacancies provided an employee has the abilities and qualifications to perform the duties and responsibilities of the position except in those positions involving a promotion which shall be filled as provided in Section 7 herein. For purposes of this Section, a promotion is defined as any position involving a higher pay grade than other positions covered by this Agreement or involving

new or different skills than required in the employee's previous assignment.

Section 7. Promotion Positions.

Subd. 1. In filling positions involving a promotion as defined in Section 6 above, the position shall be filled by the Employer with the best qualified candidate as determined by the Employer. In making its determination the Employer shall consider the employee's qualifications and skills for the position as well as the length of service with the Employer along with other relevant factors.

Subd. 2. If, in review of application, the Employer is going to recommend that the job be awarded to a junior employee, the exclusive representative's agent shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the responsible administrator. The decision of the responsible administrator may be appealed to the Superintendent within the provisions of the grievance procedure and a review may be sought with the School Board. However, if there is not agreement, the decision of the Superintendent or the School Board shall be final and binding and the parties agree that such decision shall not be subject to the arbitration clause.

Section 8. Outside Applicants. The Employer reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications as described in the posting or skills for the position, after expiration of the posting period as provided in Section 2 hereof.

Section 9. Administrative Transfers. The Employer reserves the right to transfer personnel as conditions may require. Seniority and posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the exclusive representative's agent prior to final disposition.

ARTICLE 12 – LAY OFFS, RECALL, SENIORITY

Section 1. Lay Off. Employees may be laid off at any time upon the recommendation of the Superintendent of Schools, or at the discretion of the Board of Education.

Section 2. Seniority. For the purpose of this Article, all custodial/maintenance personnel shall have seniority commensurate with their first employment date involving continuous service in the School District. In the event more than one employee was hired on the same date, the tie will be broken by the toss of a coin. The tie breaker shall be witnessed by the Employer and the Union.

Section 3. Order of Layoff. Employees shall be laid off within classification in inverse order of seniority (last hired, first laid off).

Section 4. Order of Recall. Employees will be recalled in inverse order in which laid off within classification (last laid off, first recalled).

Section 5. Termination of Seniority. Seniority rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after sixteen (16) consecutive months of lay off.

Section 6. Seniority List. The Employer will publish a seniority list and post it at all work locations, at least annually, and furnish a copy to the Union. Any employee challenging their seniority date may file a grievance within the time periods as provided within the grievance procedure, Article 15. The seniority date as published by the School District shall be deemed final and conclusive unless the employee files and processes a timely grievance after publication of the seniority list.

Section 7. Other Applications of Seniority. Seniority shall also apply within classification in vacation preference, shift preference, or work location unless special qualifications are needed.

Section 8. Lay Off. In the event of layoff, an employee in a higher classification may bump the most junior employee in a lower classification. However, a lower classification employee may not exercise bumping rights into a higher classification.

ARTICLE 13 – EDUCATIONAL PARTICIPATION

Section 1. The Employer agrees to encourage bargaining unit members to obtain training in areas related to the duties of this bargaining unit. When the Employer sponsors and/or offers educational and/or training opportunities all bargaining unit members will be notified and given the opportunity to be considered for participating. The Employer shall have the sole right to determine the number of bargaining unit members to be released from scheduled work time for in-service.

Section 2. Car Expense and Career Development.

Subd. 1. When possible, the Employer will provide a school vehicle to meetings and activities. If a vehicle is not available, the District shall reimburse the employee for mileage at accepted District rates.

Subd. 2. The Employer agrees to provide upon application by the employee and advance acceptance by the Superintendent, the necessary funds for attendance at meetings or training related to the individual's position.

Subd. 3. Meal Costs. The Employer agrees to reimburse meal costs up to ten dollars (\$10.00) per meal, with receipt, for support personnel attending meetings, workshops, or events relating to the individual's position or assignment.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) calendar months, commencing the first day of work, during which time the School District shall have the unqualified right to suspend without pay or discharge; and during this probationary period, the employee shall have no recourse to the grievance procedure, however, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 2. Termination Rights. In the event of discharge of a permanent

employee, he/she will be given two (2) weeks' notice by the Employer, except in cases where due cause may justify immediate separation. The employee or his/her representative shall be entitled to begin the grievance process at Level 2 as described in Article 15, Section 5, Subd. 5. The employee shall give the Employer at least two (2) weeks' notice before he/she terminates his/her job.

Section 3. Forms of Discipline. All employees who work in excess of one (1) year shall be regarded as permanent employees and may be disciplined for just cause only:

Discipline will be in the form of:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Discharge

The parties agree with the concept of progressive discipline, but any of the above forms of discipline may be used with any problem deemed serious enough.

ARTICLE 15 – 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 Board 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 School Board may be represented during any step of the procedure by any person or agent designated by such party to act on his/her behalf.

Section 3. Definitions and Interpretations.

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

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

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

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

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

Section 5. Adjustment of Grievance. The School Board 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 1. If the grievance is not resolved through informal discussion, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt

of the written grievance.

Subd. 2. Level 2. In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing ten (10) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level 3. In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing ten (10) days after receipt of the decision in Level 2. 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 receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee 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. School Board Review. The School Board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.

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

Section 8. Arbitration Procedures. In the event that the employee and the

School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the Superintendent within thirty (30) days following the decision in Level 3 of the grievance procedure.

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

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 Director, Bureau of Mediation Services (BMS), State of Minnesota, to furnish a list of five (5) prospective arbitrators, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. From this list, each party shall, in turn, strike one (1) name until one (1) name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of grievance.

Subd. 4. Submission of Grievance Information.

- A. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
1. The issues involved.
 2. Statement of the facts.
 3. Position of the grievant.

4. The written documents relating to Section 5, Article 15 of the grievance procedure.

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

Subd. 5. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. of 1971.

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

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the

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

ARTICLE 16 – NON-DISCRIMINATION

Section 1. Employer. The Employer agrees that the provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin or political affiliation. The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or an Employer representative against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.

Section 2. Union. The Union agrees that the provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin or political affiliation. The Union accepts it's responsibility as exclusive bargaining representative and agrees to represent all employees in the unit without discrimination, interference, restraint or coercion because of membership or non-membership in the Union.

ARTICLE 17 – UNFAIR LABOR PRACTICES

Section 1. Unfair Labor Practice. The Employer and the Union recognize that the Minnesota Public Employees Labor Relations Act (P.E.L.R.A.) in 179A.13 list specific activities that the Employer and the Union may not engage in. The Employer and the Union in the interest of serving the public agree not to encourage or participate in any activities which are listed in 179A.13 as Unfair Labor Practices.

Section 2. Complaint. The parties recognize that unfair labor practices jurisdiction is vested in the court pursuant to Minn. Stat. § 179A.13. Therefore, any alleged violation shall be within the jurisdiction as provided by Minnesota law and shall not be subject to the grievance procedure of this Agreement.

ARTICLE 18 – SAVINGS CLAUSE

The Union and Employer recognizes that all provisions of this Agreement are subject to law of the State of Minnesota. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision and all other valid provisions shall remain in full force and effect.

ARTICLE 19 – LENGTH OF AGREEMENT

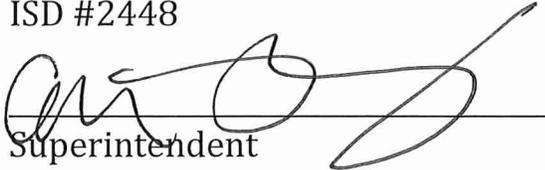
Section 1. Duration. The terms and provisions of this Agreement shall take effect for the work year beginning July 1, 2024 through June 30, 2026, and shall continue from the latter date, and year to year thereafter unless terminated as follows: Either party may terminate this Agreement or request amendments thereto by giving the other party sixty (60) days written notice prior to termination of this contract.

Section 2. Reopening. This Agreement may be reopened for the purpose of negotiating changes fifteen (15) days prior to July 1, 2026. The party requesting to open this Agreement under this provision may do so by

requesting said opening in writing thirty (30) days prior to July 1, 2026.

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

For: Martin County West
ISD #2448



Superintendent

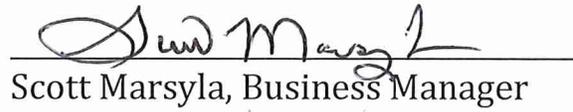


School Board Chair

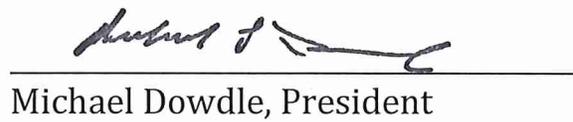


School Board Clerk

For: International Union of
Operating Engineers, Local 70



Scott Marsyla, Business Manager



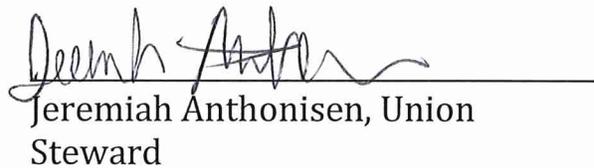
Michael Dowdle, President



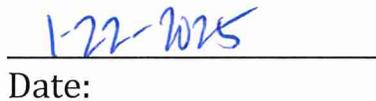
Kirsti Doar, Recording Secretary



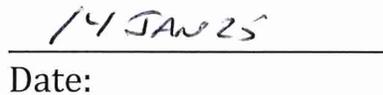
Drew Brodeen, Business Representative



Jeremiah Anthonisen, Union
Steward



Date:



Date:

DB/lr/opeiu#12
Markup/Martin Cnty West Cust

LETTER OF AGREEMENT

Martin County West ISD #2448, hereinafter referred to as the Employer, and the Martin County West Classified Groups (Custodians, Food Service and Office Personnel) and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

1. The School District and the Union are parties to collective bargaining agreements covering the period July 1, 2022 through June 30, 2024.
2. The parties have agreed to the following for the time period of July 1, 2022 through June 30, 2024, at which time the agreed to sunsets. The School District will pay the flexible benefit amount of forty-eight dollars (\$48.00) per year per employee during the existence of these collective bargaining agreements.

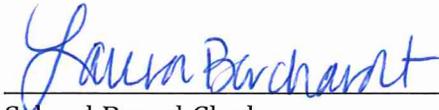
For: Martin County West ISD #2448



Superintendent



School Board Chair



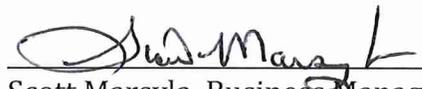
School Board Clerk



Date:

DB/lr/opeiu#12

For: International Union of Operating Engineers, Local No. 70, AFL-CIO



Scott Marsyla, Business Manager



Drew Brodeen, Business Representative



Jeremiah Anthonisen, Union Steward



Date:

WAGE SCHEDULE A
July 1, 2024 through June 30, 2026

	<u>Special</u>	<u>2nd Class</u>	<u>1st Class</u>	<u>Head/Chief</u>
1	\$15.15	\$15.45	\$15.55	\$21.15
2	\$15.40	\$15.70	\$15.80	\$21.55
3	\$15.65	\$15.95	\$16.05	\$21.95
4	\$15.90	\$16.20	\$16.30	\$22.35
5	\$16.15	\$16.45	\$16.55	\$22.75
6	\$16.40	\$16.70	\$16.80	\$23.15
7	\$16.65	\$16.95	\$17.05	\$23.55
8	\$16.90	\$17.20	\$17.30	\$23.95
9	\$17.15	\$17.45	\$17.55	\$24.35
10	\$17.40	\$17.70	\$17.80	\$24.75
11	\$17.65	\$17.95	\$18.05	\$25.15
12	\$17.90	\$18.20	\$18.30	\$25.55
13	\$18.15	\$18.45	\$18.55	\$25.95
14	\$18.40	\$18.70	\$18.80	\$26.35
15	\$18.65	\$18.95	\$19.05	\$26.75
16	\$18.90	\$19.20	\$19.30	\$27.15
17	\$19.15	\$19.45	\$19.55	\$27.55
18	\$19.40	\$19.70	\$19.80	\$27.95
19	\$19.65	\$19.95	\$20.05	\$28.35
20	\$19.90	\$20.20	\$20.30	\$28.75
21	\$20.15	\$20.45	\$20.55	\$29.15
		Red Circle		Red Circle

For the 2024-2025 school year, most employees will advance three (3) steps. Exact placement will be mutually agreed upon by the union and the Employer. For the 2025-2026 school year, employees will advance one (1) step.

DB/lr/opeiu#12