AGREEMENT

between

BRANDON-EVANSVILLE ISD #2809

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 70

July 1, 2018 through June 30, 2020
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ARTICLE I - PREAMBLE

Section 1. Parties and Purpose. This Agreement is entered into by and between Independent School District No. 2809 Brandon-Evansville, Minnesota, hereinafter referred to as the School District, and Local No. 70 of the International Union of Operating Engineers, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for custodial, secretarial and clerical employees, educational aids, secretary/library aids, nurses/secretary, cooks, and accountants during the duration of this Agreement.

Section 2. Duration. This Agreement shall remain in full force and effect until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 3. Effect. This Agreement constitutes the full and complete Agreement between the School District and the Union representing the employees. The provisions herein relating to terms and conditions of employment superseded in any and all prior agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to prohibit the School District from exercising all management rights and prerogatives insofar as this exercise would not be in violation of any term or terms of this Agreement. Any past practice regarding a term and condition of employment not set forth in this Agreement shall not be subject to the grievance procedure.

Section 4. Finality. Any matters relating to 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.
Section 5. Savings Clause. The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this or the application of any provision thereof.

Section 6. Definitions.

Subd. 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 those items prohibited by state or federal statute, and the employer’s personnel policies affecting the working conditions of the employees.

Subd. 2. Full-Time Employee. A "full-time employee" for purposes of this Agreement shall mean an employee who normally works within the bargaining unit for both 1) at least forty (40) hours a week and 2) for at least nine (9) months in any calendar year.

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

Subd. 4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the PELRA, the School District recognizes the Union as the exclusive representative who shall have those rights and duties as prescribed by the PELRA and this Agreement.

Section 2. Appropriate Unit. The Union shall represent all regular custodial, secretarial and clerical employees, educational aides, secretary/library aides, nurse/secretary and cooks whose services exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee’s bargaining unit, and more than sixty-seven (67) work days per
year; excluding confidential, supervisory, and essential employees as determined by the Bureau of Mediation Services.

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

Section 4. Exclusivity. The School District shall not meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives.

ARTICLE III – SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules, and Regulations. The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota and by School District rules, regulations, directives and orders issued by properly designated officials of the School District. The Union also recognizes the right of the School District to make rules and regulations insofar as such rules and regulations are consistent with the terms of the Agreement. The Union recognizes that the School District, all
employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

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

ARTICLE IV – EMPLOYEE RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's 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 if 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 Union; nor shall it be construed to require any public employee to perform labor or services against the employee's will.

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

Section 3. Employee Lists. The Union office will be notified by the School District in writing of the name, classification, and rate of pay for a new employee employed in a position covered by this Agreement within thirty (30) days following the employment. The Union office will be notified by the School District in writing of employees covered by this Agreement whose employment ends.
Section 4. Dues Check off. The Employer shall deduct monthly membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least fifteen (15) 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 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 12 month dues deducted in equal amount during the months for which they appear on the payroll.

Section 5. Union Steward. The Union, upon written notification to the School District, may designate two (2) employees to be named steward. Each steward shall be allowed up to thirty (30) hours per fiscal year with pay and thereafter reasonable time off with loss of pay from his/her duties to investigate and resolve grievances, participate in contract negotiations, post union notices and announcements.

Section 6. Visitation Rights. A representative of the Union, previously accredited to the employer in writing by the Union, shall be permitted to come on the premises of the School District for the purpose of conducting Union business in a responsible and reasonable manner. The School District shall be notified prior to the visit. Union visits shall be conducted during scheduled breaks and/or during scheduled lunch periods.

Section 7. Use of School Property. The Union shall have the right to use, subject to the approval of the Superintendent, school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audiovisual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incidental to such use.
ARTICLE V – PROBATIONARY PERIOD

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the School District during which time the School District shall have the 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. 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 six (6) months of continuous service in any such new classification. During this six (6) months of continuous service of the 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 classifications. The School District's determination about the employee's performance and its power to return the employee to the former classification shall not be subject to review through the grievance arbitration process. The School District will notify the promoted employee in writing of any deficiencies as soon as the School District knows about the deficiencies so the promoted employee may have ample opportunity to make corrections in the employee's performance.

Section 3. Completion of Probationary Period. An employee who has completed the initial probationary period may be suspended without pay or discharged only for cause. An employee who has completed the initial probationary period and is suspended without pay or discharged shall have access to the grievance procedure. By mutual agreement of both the District and Local 70, both the initial probation period and the change of classification probation period may be extended.
ARTICLE VI – DISCIPLINE AND DISCHARGE

Section 1. Discipline.

1. **Just Cause.** Disciplinary action may be imposed upon an employee only for just cause.

2. **Grievance Procedure.** Any disciplinary action imposed upon a non-probationary employee may be processed through the grievance procedure.

Section 2. **Normal Disciplinary Procedure.** The normal disciplinary procedure may involve, but not be limited to, any or all of the following:

A. Oral Reprimand.
B. Written Reprimand and Corrective Action.
C. Suspension or Demotion.
D. Discharge.

1. **Oral Reprimand.** Oral reprimands shall be accomplished in a confidential manner.

2. **Written Reprimand.** When any disciplinary action more severe than an oral reprimand is intended, the School District shall notify the employee in writing of the specific reason(s) for such action with a copy to the Union office.

3. **Suspension or Demotion.** The employee shall have the right to have Union representation during an investigation that may lead to a suspension or demotion.

Section 3. **Personnel Records.**

1. **Oral Reprimands.** An oral reprimand shall not become a part of an employee's personnel record.
2. **Copy of Record.** Each employee shall be furnished a copy of all disciplinary entries into his/her personnel record and shall be entitled to have his/her written response included therein.

3. **Right to View Record.** The contents of an employee’s personnel office record shall be disclosed to him/her upon request and to the employee's Union representative upon written request of the employee.

**ARTICLE VII – SENIORITY**

Section 1. **Seniority Date.** The date for determining the seniority of any unit member who is a permanent employee shall be the date that such an employee first began performing services for the School District in an appropriate unit covered by this Agreement. Probationary employees are not entitled to have a seniority date calculated. Upon completion of the probationary period, however, the seniority date shall relate back to the first date of continuous service in an appropriate unit covered by this Agreement. If there is a tie in seniority dates, the seniority ranking shall be determined by 1) higher social security number; 2) total hours worked in preceding year; 3) flip of a coin.

Section 2. **Establishment of Seniority Ranking List.** The School District shall prepare seniority ranking lists, one for part-time and one for full-time employees, by classification as soon as is practical after the start of school in the fall, but no later than November 1st of each year.

Upon posting, a unit member shall have twenty (20) working days to file a grievance challenging any data contained on the seniority ranking list. Any such grievance shall be deemed to be at the Superintendent’s level and handled on an expedited basis.

If no grievances are filed, or upon determination of any grievance, the seniority list shall be considered final and binding on all parties. Thereafter, seniority ranking may not be challenged in any layoff process.

The list shall rank employees in the order of their seniority ranking, with the most senior employee first.
Section 3. Layoff/Reduction of Hours Procedure. Employees shall be laid-off based upon full-time or part-time seniority. The affected employees may bump a less senior employee in the same or lower pay class that would allow the employee to recover up to the number of hours lost, provided the employee is qualified to fulfill the duties of that position. In no case shall an employee be allowed to bump into a higher pay class.

Section 4. Recall. An employee who has been laid off shall have a right to be recalled to a vacant position within the classification from which they were laid off, maintaining the distinction between part-time and full-time. Recall rights shall expire twenty-four (24) months after the effective date of the layoff.

Section 5. Exceptions. Substitutes, temporary or casual employees who do not work enough hours to meet both the hours per week and the days per calendar year requirement of the PELRA to be a public employee shall not be entitled to seniority ranking, layoff or recall rights, or job bidding rights.

ARTICLE VIII – HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week. The basic work week shall consist of eight (8) consecutive hour shifts assigned on five (5) consecutive days. The regular work week shall consist of forty (40) hours.

Section 2. Part-time Employees. The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. Any necessary work hours during the student day/year will be offered to bargaining unit members.

Section 3. Shifts and Starting Time. All employees will be assigned starting times and shifts as determined by the School District.

Section 4. Lunch Period. All employees who work more than five (5) hours in a day will be given up to thirty (30) minutes paid lunch break at a time of the Employer's choosing.
Section 5. Break Period. An employee will receive a fifteen (15) minute paid break period for each four (4) hour consecutive blocks of time worked in a single day. There shall be no proration of the break time. Break times will be taken so as to cause the least interference with the employee's assigned work tasks.

Section 6. Weather. In the event an employee chooses not to complete their shift due to weather related concerns one of the following options shall be taken:

- loss of wages for hours missed
- use of personal; or vacation time for hours missed

Section 7. Daily Schedules. Employees in conjunction with the District and their immediate supervisor shall develop a general daily schedule of activities. This schedule shall be on file in the District Office and shall be subject to change at the discretion of the District.

Section 8. Letters of Assignment. All employees, other than twelve (12) month employees, shall receive a letter of assignment on or before July 15 of each year. This assignment shall provide the following information: hourly rate of pay, holidays and minimum total hours for the year.

Leave of Absence (LOA) hours will be determined by total annual hours divided by the published student contact days minus parent-teacher conference days.

Section 9. The Student Activity defined as “Ski Day” shall be a Student Contact Day for employees in the classification of Educational Assistants and shall be compensated accordingly.

ARTICLE IX – HOLIDAYS

Section 1. Paid Holidays. Bargaining unit members who are employed twelve (12) months per year and forty (40) hours per week during the school year and twenty (20) hours per week during the summer shall receive the following paid holidays.
New Year's Day  Labor Day  
President's Day  Thanksgiving  
Good Friday  Friday After Thanksgiving  
Memorial Day  Christmas Eve Day  
Fourth of July  Christmas Day  

Section 2. Paid Holidays. Bargaining unit members who are employed less than twelve (12) months per year and forty (40) hours per week shall receive the following paid holidays:

Christmas Day, New Year's Day, Thanksgiving Day.

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

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

Section 5. Application. In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless an excused illness, leave or on vacation under these provisions.

ARTICLE X – VACATIONS

Section 1. 12-month employees, including employees who work an average of twenty (20) hours per week during the summer, shall be eligible for paid vacation according to the following schedule:

Upon hire – 2 days  
After one year – 5 days  
After two years – 10 days  
After five years – 15 days
One additional day of vacation for each year of service after 15 years up to a maximum of five (5) additional days.

Section 2. Employees who work 12 months a year on a part-time basis shall receive paid vacation on a pro-rata basis.

Section 3. Scheduling. Vacation during the school year shall be limited to fifteen (15) days.

Section 4. Approval. All vacation leave shall be approved in advance by the Superintendent or the Superintendent’s designee. Requests for three (3) days or less must be made two (2) days in advance. Requests for more than three (3) days must be made a minimum of one (1) week in advance.

Section 5. Carry-Over. Each employee that qualified for vacation leave may carry over five (5) days into the next fiscal year.

ARTICLE XI – JOB POSTING AND TRANSFERS

Section 1. Job Postings. In the event of a job opening and/or a new position, the job opening and/or new position shall be posted within five (5) working days of the event. The job opening and/or new position shall be posted for a period of five (5) working days, and a recommendation will be made by the School Board as soon as possible. Bargaining unit members shall be given the opportunity for job postings and/or new positions.

Section 2. Bidding. When an employee bids for a position, seniority will be considered a factor in filling the vacancy. The School District may also consider other qualifications. The School District shall have the sole right to determine the needed qualifications.

Section 3. Promotions. When an employee bids for a position in a higher classification, the employer will fill the position with the most qualified employee from the bargaining unit. However, the School District reserves the right to hire from outside the bargaining unit if such an applicant is more qualified. The qualifications needed for the position shall be determined
solely by the School District. The School District’s determination as to qualifications and who is qualified will not be subject to review by an arbitrator, but may be grieved only through the School Board level with mediation provided by the BMS. When qualifications are substantially equal, the School District will give preference to the senior employee. An employee not given a position may request a written explanation.

ARTICLE XII – GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance. The School District shall provide a group health and hospitalization insurance policy for all employees who qualify for insurance as established by the contract with the insurance carrier. The District shall contribute up to the following amounts per month for individual or family coverage:

2018 – 2019: $500.00 per month
2019 – 2020: $525.00 per month

Section 3. Accidental Death and Life Insurance. The School District will provide each full-time employee with a $10,000 term life insurance policy and a $10,000 accidental death policy.

Section 4. Long Term Disability. The School District will provide an income protection policy for each employee with the following conditions:

1. 90 day elimination period
2. Maximum monthly benefits of $2,000
3. Monthly benefits of 66-2/3% of salary

All employees shall be required to participate in the group at their own expense.

Section 5. Duration of Insurance Contribution. An employee is eligible for District contributions as provided in this Article as long as the employee is
employed by the School District. Upon termination of employment, all School District participation of contributions shall cease to be effective on the last working day.

Section 6. Limitations. It is understood and agreed that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein. No claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Part-Time Employees. The District contribution towards insurance premiums will be prorated for those eligible part-time employees who work less than eight hours.

ARTICLE XIII – LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. All full-time employees shall earn sick leave at the rate of twelve (12) hours per month per year to a maximum of twelve (12) days. Prorated sick leave shall be granted for part-time employees to a maximum of ten (10) days.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 720 hours per full-time employee.

Subd. 3. Less than full-time employees shall be allowed to accumulate unused sick leave on a pro-rata basis using the assigned hours of work for that year.

Subd. 4. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness and/or disability which prevented his/her attendance and performance of duties on that day or days.

Subd. 5. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness,
indicating such absence was due to illness, in order to qualify for sick leave pay.

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

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

**Subd. 8.** Sick leave will be granted for serious illness or death within the immediate family (employee or employee’s spouse’s, father, mother, sister, brother, grandparent, child, grandchild, and the employee’s spouse).

**Section 2. Workers' Compensation.** Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District. The salary is 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 3. Jury Duty.** An employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation.

**Section 4. Personal Leave.** All full-time employees shall be granted four (4) days per year to be used for the employee's personal business. An employee planning to use a personal leave day shall notify the Superintendent as early as possible, but in any event at least two (2) days in advance except in cases of emergency. The School District reserves the right to limit the number of full-time employees gone in each unit on any given day. Part-time employees will be eligible for personal days on a pro-rata basis. Employees shall be allowed to carry over two (2) personal days into the next year.

This section does not apply to employees hired after January 1, 2014 who are eligible for vacation.
Section 5. Child Care.

Subd. 1. Eligibility. The School Board shall grant child care leave, without pay, to any employee, regardless of marital status, who requests such a leave for the purpose of providing parental care to his or her natural born or adopted child or children.

Subd. 2. Application. An employee shall make an application, in writing, informing the Superintendent of the intention to take a child care leave at least three (3) calendar months prior to the commencement of the intended leave.

Subd. 3. Approval. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to grant any leave of more than one (1) school year (July 1 to June 30), including any portion of maternity leave, unless by mutual agreement. Nor shall the School Board be required to permit the employee to return to employment prior to the date designated in the leave application, unless by mutual agreement.

Subd. 4. Termination of Leave. Upon return to active employment status, the employee shall be reinstated to his or her original job or to a position of like status and pay, if available.

Section 6. General Leave. The School District may grant a general leave of absence without pay for up to one (1) year in duration upon a written application from an employee received at least thirty (30) days prior to the intended commencement of the leave. The leave may or may not be granted at the sole discretion of the School District. The School District will provide the employee with its decision in writing within five (5) days of making the decision. If the School District denies the grievance, then the written decision will state why the leave was denied. Any such leave will be without pay or fringe benefits.
ARTICLE XIV - GRIEVANCE PROCEDURE

Section 1. Definitions. For the purpose of this Article, the following definitions shall apply:


Subd. 2. Days. "Days" means calendar days.

Subd. 3. Employee. "Employee" means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, Section 179A.12.

Subd. 4. Grievance. "Grievance" means a dispute or disagreement regarding the application or interpretation of any term of this contract.

Subd. 5. Non Probationary. "Non-probationary" means an employee who has completed an initial probationary period required as part of the public employer's employment process.

Subd. 6. Party. "Party" means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subd. 7. Service. "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service under this Article is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

Section 2. Computation of Time. In computing any period of time prescribed or allowed by this article, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.
Section 3. Step One. When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee’s immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.

Section 4. Step Two. If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in step one, a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer’s representative within 15 days after the immediate supervisor’s response was due under step one. The employer’s representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer’s representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer’s position on the grievance and the remedy or relief the employer is willing to provide, if any.

Section 5. Step Three. If the grievance is not resolved under step two, the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person’s designated representative within ten days after the written response required by step two was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.
Section 6. Arbitration.

**Subd. 1. Referral to Arbitration.** If the response of the chief administrative officer is not received within the period provided in step three or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by step three is due.

**Subd. 2. Selection of an Arbitrator.** Within ten days of the service of written notice of intent to arbitrate, the employer’s chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon an arbitrator, either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of five names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

**Subd. 3. Arbitrator’s Authority.** The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

**Subd. 4. Arbitration Expenses.** The employer and the exclusive representative shall share equally the arbitrator’s fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for
clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by this Article.

Subd. 5. Transcription of Briefs. Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electric recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording devise is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 7. Processing of Grievances.

Subd. 1. Release Time. To the fullest extent feasible, the processing of grievances under this article shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to this article, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subd. 2. Waiver of Steps. The parties may by written mutual agreement waive participation in the grievance steps in this article and may similarly agree to extend the time limits established by this article.

Subd. 3. Time Limits. A failure to raise a grievance within the time limits specified in this article, or to initiate action at the next step of the
procedure in this article within the time limits in this article shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures in this article shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

**ARTICLE XV – RATES OF PAY**

**Section 1. Rates of Pay.** The wages reflected in Schedule A, attached hereto, shall be part of the Agreement.

**Section 2. Advancement on Schedule.** During the duration of this Agreement, advancement on the 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 the successor Agreement is entered into. An employee shall advance on the salary schedule for each year of service to the maximum rate of pay provided under the schedule. Thereafter, the employee will not have any other step advancements.

**Section 3. Withholding Steps.** An individual employee's salary advance 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.

**Section 4. Hours and Overtime Pay.** An employee will be paid only for an hour or portion of an hour of assigned duties. All overtime must be pre-approved and assigned by the School District. Time recorded on time cards will be controlling.

**Section 5. Initial Placement.** The School District may place a newly hired employee on the salary schedule in the appropriate grade at any step. The step placement decision of the School District may not be grieved.
Section 6. Working in a Different Paid Classification. When an employee is assigned by the School District to work in a different pay classification, then the employee shall be paid the different rate of pay of that different classification. Provided, however, that when an employee does the work of a higher paid classification for five or more consecutive work days, then the employee will be paid the higher rate of pay. This provision regarding the higher rate of pay will not apply when an employee is replacing an employee who is on vacation.

Section 7. Building Checks. Employees assigned to perform building checks shall be compensated for two (2) hours at time and one-half (1-1/2) their hourly rate for each day building checks are performed.

Section 8. Shift Differential. Employees whose scheduled shift extends beyond 5:00 pm shall receive an additional $1.00 per hour for all hours worked throughout the year.

Section 9. Pay Periods. School Year employees shall have the option of receiving pay over a nine (9) month pay period (months in which they work) or a twelve (12) month pay period – 12 equal installments of assigned School Year hours, upon completion of the probationary period.

ARTICLE XVI – 403B

All employees covered by this Agreement may elect to participate in a matching annuity program. The District will match, on a dollar for dollar basis an employee’s contribution. Employees are eligible to participate following completion of the probationary period. Employees hired after July 1, 2018, placement on the 403b schedule will be based on consecutive years of service to the district.

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<td>18+ Years</td>
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IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Brandon-Evansville
ISD #2908

Don Peschel, Superintendent

Chairperson

Clerk

Treasurer

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

David Eiynck, Business Representative

Mike Wagner, Steward

Pam Schjei, Steward

8/21/18

Date:

8/13/2018

Date:
# SALARY SCHEDULE A

## 2018 – 2019

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*For each year employees receive ten cents ($0.10) per each additional unit.*

DE/jcb/opeiu#12

26
LETTER OF AGREEMENT

Brandon-Evansville ISD #2908, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

The definition of Full Time Equivalent 1 (FTE 1) for the classification of Educational Assistants shall be seven (7) hours per day at one hundred seventy-one (171) Student Contact Days plus the three (3) contractual holidays.

For: Brandon-Evansville ISD 2908

Don Peschel, Superintendent

For: International Union of Operating Engineers, Local 70

David Monsour

David Monsour, Business Manager

Dave Eynick, Business Representative

Mike Wagner, Steward

Date: 8/13/18

Date: 8/13/2018

DE/jcb/opelu#12