AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 129
MONTEVIDEO, MINNESOTA

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70

JULY 1, 2016 THROUGH JUNE 30, 2018

REGARDING TERMS AND CONDITIONS OF EMPLOYMENT FOR THE MONTEVIDEO SCHOOL OFFICE PERSONNEL
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article I</th>
<th>Purpose</th>
<th>Page 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article II</td>
<td>Recognition of Exclusive Representative</td>
<td>Page 1</td>
</tr>
<tr>
<td>Article III</td>
<td>Definitions</td>
<td>Page 1</td>
</tr>
<tr>
<td>Article IV</td>
<td>School Board Rights</td>
<td>Page 1-2</td>
</tr>
<tr>
<td>Article V</td>
<td>Employee Rights</td>
<td>Page 2</td>
</tr>
<tr>
<td></td>
<td>Section 1. Request for Dues Checkoff</td>
<td>Page 2</td>
</tr>
<tr>
<td></td>
<td>Section 2. Fair Share</td>
<td>Page 2</td>
</tr>
<tr>
<td></td>
<td>Section 3. Sums Deducted from Salary</td>
<td>Page 2</td>
</tr>
<tr>
<td></td>
<td>Section 4. Right to Views</td>
<td>Page 3</td>
</tr>
<tr>
<td></td>
<td>Section 5. Personnel Records</td>
<td>Page 3</td>
</tr>
<tr>
<td>Article VI</td>
<td>Rates of Pay</td>
<td>Page 3</td>
</tr>
<tr>
<td></td>
<td>Section 1. Wages</td>
<td>Page 3</td>
</tr>
<tr>
<td></td>
<td>Section 2. Advancement on Salary Schedule</td>
<td>Page 3</td>
</tr>
<tr>
<td></td>
<td>Section 3. Worker's Compensation</td>
<td>Page 3</td>
</tr>
<tr>
<td>Article VII</td>
<td>Leaves of Absence</td>
<td>Page 4</td>
</tr>
<tr>
<td></td>
<td>Section 1. Sick Leave</td>
<td>Page 4</td>
</tr>
<tr>
<td></td>
<td>Section 2. Serious Illness Leave</td>
<td>Page 4</td>
</tr>
<tr>
<td></td>
<td>Section 3. Jury Duty</td>
<td>Page 4</td>
</tr>
<tr>
<td></td>
<td>Section 4. Union Leave</td>
<td>Page 4</td>
</tr>
<tr>
<td></td>
<td>Section 5. Personal Leave</td>
<td>Page 5</td>
</tr>
<tr>
<td></td>
<td>Section 6. Bereavement Leave</td>
<td>Page 5</td>
</tr>
<tr>
<td></td>
<td>Section 7. Parenting Leave</td>
<td>Page 5-6</td>
</tr>
<tr>
<td></td>
<td>Section 8. Adoption Leave</td>
<td>Page 6</td>
</tr>
<tr>
<td></td>
<td>Section 9. Political Leave</td>
<td>Page 6</td>
</tr>
<tr>
<td></td>
<td>Section 10. Request for Leave</td>
<td>Page 6</td>
</tr>
<tr>
<td></td>
<td>Section 11. Vacation</td>
<td>Page 7</td>
</tr>
<tr>
<td>Article VIII</td>
<td>Hours of Work and Overtime</td>
<td>Page 7</td>
</tr>
<tr>
<td></td>
<td>Section 1. Basic Week</td>
<td>Page 7</td>
</tr>
<tr>
<td></td>
<td>Section 2. Working Hours</td>
<td>Page 7</td>
</tr>
<tr>
<td></td>
<td>Section 3. Overtime</td>
<td>Page 7</td>
</tr>
<tr>
<td></td>
<td>Section 4. Breaks</td>
<td>Page 7</td>
</tr>
<tr>
<td></td>
<td>Section 5. School Cancellation</td>
<td>Page 7</td>
</tr>
<tr>
<td></td>
<td>Section 6. Late Starts and Early Dismissals</td>
<td>Page 7</td>
</tr>
<tr>
<td></td>
<td>Section 7. Make-Up Days</td>
<td>Page 7</td>
</tr>
</tbody>
</table>
Article IX  Holidays & Special Leave Days  Page 8

Article X  Insurance
   Section 1. District Contribution  Page 8
   Section 2. Continuation of Coverage  Page 8
   Section 3. Long-Term Disability  Page 9
   Section 4. National Health Coverage  Page 9

Article XI  Probationary Period and Discipline/Discharge  Page 9

Article XII  Seniority  Page 9-10

Article XIII  Grievance Procedure  Page 10-11

Article XIV  Duration  Page 11

Signature Page  Page 12

Appendix A  Page 13

Memorandum of Understanding: Job Sharing Arrangements  Page 14
ARTICLE I

PURPOSE

This Agreement is entered into by and between the Montevideo Public Schools, Independent School District No. 129, hereinafter called the EMPLOYER, and Local No. 70, affiliated with the International Union of Operating Engineers, hereinafter called the UNION, for the purpose of promoting and improving the relations between the Employer and the Union, establishing a formal understanding relative to conditions of employment, and providing a means for amicable and equitable adjustment of any and all differences of grievances which may arise, all of which the parties hereto believe and affirm will insure to the welfare and the benefit to the public.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

The Employer hereby recognizes the Union as the exclusive representative for: All Educational Office Personnel of School District No. 129, Montevideo, Minnesota, who are public employees within the meaning of Minnesota Statutes 179.63, Subd. 7, excluding supervisory and confidential employees.

The Employer will not enter into any agreement with the educational office personnel in the bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

Upon receipt of written notice from an employee to deduct from her/his salary the monthly Union dues, the Employer agrees to make such deduction and to remit same to the Treasurer of the Union. Any present employee serving such notice must present her/his signed card authorizing such deduction by the 5th of the month in which such deduction is to commence.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits except as outlined by the Public Employees Labor Relations Act, MS 179A (PELRA) and those employer's personnel policies affecting the working conditions of the employees.

Section 2. School District: For purposes of administering this agreement, the term "School District" shall mean the school board or its designated representative.

Section 3. Exclusive Representative: Shall refer to the International Union of Operating Engineers as exclusive representatives whose purpose is to deal with the school district concerning grievances and terms and conditions of employment as defined by PELRA.

Section 4. Employee: Shall refer to the members of this bargaining unit, as defined by PELRA.

ARTICLE IV

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 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 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, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the school board, all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the State. Any provision of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

EMPLOYEE RIGHTS

Section 1. Request for Dues Check-off: Employees shall have the right to request and be allowed dues check-off for the employee organization of their selection. Upon receipt of a properly executed authorization form from the employee, deductions shall be made each month and transmitted to the designated organization together with a list of names of the employees from whom the deductions were made. Dues shall be pro-rated over the number of pay periods that an employee is paid per year. All deductions for initiation fees, dues and assessments shall begin 31 days from the date of employment.

Section 2. Fair Share Fees:

Subd. 1: The exclusive representative may notify the school board of any employee who is not a member of the exclusive representative and the amount, if any, of the fair share fee to be deducted from such employee's pay check. On receipt of such notice the school board shall deduct such fair share fee designated by the exclusive representative, provided that the fee does not exceed the maximum as defined in accordance with M.S. 179.65. Deductions shall be pro-rated over the number of pay periods that the employee has remaining that year. All deductions for fees shall begin 31 days from the date of employment.

Subd. 2: Any dispute as to the amount of such fee shall be solely between the Union and the employee involved. The Union hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Union as provided herein.

Section 3. Sums Deducted from Salary: With respect to any sums deducted from an employee's pay check whether for membership dues or fair share fees, the school board shall transmit such items to the exclusive representative together with a list of names of employees for whom deductions were made and the amount of such deductions within thirty (30) calendar days of such deduction. In the event the employee leaves the employment of the school board, any deduction shall cease effective after the pay check following such notice or cessation of employment.

PAGE 2
Section 4. Right to Views: Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or her/his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 5. Personnel Records:

Subd. 1. Oral Reprimands: An oral reprimand may become part of an employee's personnel record.

Subd. 2. Copy of Record: Each employee shall be furnished with a copy of all evaluative and disciplinary action placed in her/his personnel office record and shall be entitled to have her/his written response included therein. All disciplinary action in the Personnel Office record shall state the corrective action expected of the employee and consequences of failure to correct.

Subd. 3. Right to View Record: The contents of an employee's personnel office record shall be disclosed to her/him upon request to the Superintendent of Schools for an appointment and in the presence of the Superintendent of Schools or his/her designee.

Subd. 4. Personnel Records: A copy of written reprimands, notices of suspension or discharge that are to become a part of the employee's personnel file shall be given to the employee with space for signature of acceptance or affidavit of service of said document.

Subd. 5. Right to Reproduce Contents: Members of the unit shall have the right to reproduce, at his/her own expense, any of the contents of his/her own personnel office record. Upon proper written authorization of the employee, the union may, at its own expense, copy any or all of the employee's personnel file. This information from the employee's personnel file must be obtained within five (5) days of the employee's authorization.

ARTICLE VI

RATES OF PAY

Section 1. Wages Commencing July 1, 2016 to June 30, 2018: The rates in Appendix "A" shall be a part of this agreement.

Section 2. Advancement on Salary Schedule: Employees shall advance on the salary schedule according to the periods of service indicated thereon. Employees will advance annually to the indicated steps on July 1. The Board has the right to withhold advancement on the salary schedule for good and sufficient grounds, subject to grievance procedures.

Section 3. Employees entitled to the benefits of Worker's Compensation Act as result of an accidental injury may choose the following option regarding utilization of her/his accrued sick leave: "During the first three (3) days of total temporary disability, I elect to use my accumulated sick leave that I have to my credit and after the expiration of the said three days, I elect to receive the weekly compensation rate as fixed by the Worker's Compensation Act, and in addition thereto, so much of my accumulated sick leave as may be necessary to equal my regular weekly rate of pay, it being my intention to avail myself after the finish of three (3) days of the benefits provided in the Minnesota Statutes, 1961, Section 176.021, Subdivision 5." An employee shall continue to acquire seniority, vacation and sick leave benefits and retain health insurance benefits for the duration of the Worker's Compensation related absence, and, in conformance with Minnesota Statutes Chapter 176.102, the Employer shall guarantee an employee the right to return to employment in the same or equal Work Classification which the employee held prior to the Worker's Compensation related absence.
ARTICLE VII

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time employees shall earn sick leave at the rate of one and one-quarter (1.25) day per month. Part-time employees shall earn sick leave on a pro-rated basis.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred (100) days per employee.

Subd. 3. Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to the employee's illness or disability which prevented his/her attendance at school and the performance of duties on that day or days.

Subd. 4. The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of the employee's illness, indicating that such absence was due to employee's personal illness and stating the length of time needed for recovery in order to qualify for sick leave pay. The school board may at its option, accept a certificate from the school health official in lieu of a certificate from a qualified physician. In the event that a medical certificate will be required, the employee will be so advised in writing within the first three (3) school days of the employee's return to work.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Section 2. Serious Illness Leave: An employee may use up to 160 hours of accrued sick leave in a 12 month period, pursuant to M.S. 181.9413, for illnesses or injuries suffered to an employee’s spouse, adult child, grandchild, sibling, parent (natural or step of the employee or employee’s spouse) or grandparent (natural or step of the employee or the employee’s spouse). Serious illness leave granted shall be deducted from the employee’s accumulated sick leave. Serious illness is defined as any illness, injury, impairment, or physical or mental condition involving a period of hospitalization, continuing treatment for a chronic or long-term health condition, or any incapacity requiring an absence of three or more calendar days from work, school, or other regular daily activities. The district board may require a doctor's verification.

Subd. 1. Sick Child Care Leave: Employees covered by this Agreement will be allowed to use sick leave to care for a sick child under the age of eighteen (18) or twenty (20) if still attending secondary school, under the same conditions they are allowed sick leave for their own personal illness.

Section 3. Jury Duty: Employees shall be granted a leave of absence, with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between jury duty (excluding travel and meal allowances) and their regular wage.

Section 4. Union Leave: Any employee elected or selected by the Union to attend Union conventions, conferences and/or seminars shall be granted a leave of absence without pay. The employee shall pay her/his own expenses.
Section 5. Personal Leave:

Subd. 1. A full-time employee may be granted two (2) leave days per year for personal business which cannot be attended to when school is not in session and is not covered under other provisions of this agreement.

Subd. 2. Part-time employees may be granted two (2) pro-rated leave days per year, for personal business which cannot be attended to when school is not in session and is not covered under other provisions of this agreement.

Subd. 3. Requests for personal leave must be made in writing to the superintendent at least three (3) days in advance, except in the event of emergencies. The request must state the reason for the personal leave. No more than two office personnel shall be on leave at one time.

Section 6. Bereavement Leave:

Subd. 1. For absence because of the death in the immediate family, the employee shall receive full pay for up to five (5) days. The immediate family shall include wife, husband, child, son-in-law, daughter-in-law, grandchild, or parent of the employee or employee’s spouse. Up to three (3) day bereavement leave shall be granted for grandparent, brother or sister of the employee or employee’s spouse. Additional days may be granted by the school district. Bereavement leave shall be deducted from the accrued sick leave days earned by the employee.

Subd. 2. Two (2) days per year will be allowed for absence because of the death of relatives or friends other than those listed in Article VII, Section 6, Subd. 1. Such absence will be deducted from the employee's accumulated sick leave.

Subd. 3. Employees may attend local funerals when such absence involves only an hour or so. The employee may arrange with his/her immediate supervisor to make up the time.

Section 7. Parenting Leave:

Subd. 1. A parenting leave, pursuant to MS 181.94, shall be granted by the school board subject to the provisions of this section, to a parent in conjunction with the birth or adoption of a child.

Subd. 2. An employee making application for parenting leave shall inform the superintendent in writing of the intention to take the leave at least thirty (30) days before commencement of the intended leave.

Subd. 3. If the reason for the parenting leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provision of the Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a parenting leave. A pregnant employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Subd. 5. The school board shall not be required to grant more than twelve (12) weeks in a year.

Subd. 6. An employee returning from parenting leave shall be re-employed in a position which he/she left or comparable position unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension in the leave.
Subd. 8.: An employee who returns from parenting leave within the provisions of this section shall retain all seniority for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional seniority for pay purposes or leave time during the period of absence for parenting leave.

Subd. 9.: An employee on parenting leave will be eligible to continue participation in group insurance and the employer will continue to make contributions to the premium costs at the same level required under this agreement, up to a maximum of twelve (12) weeks.

Subd. 10.: Leave under this section shall be without pay or fringe benefits except as otherwise provided in this section.

Section 8. Adoption Leave:

Subd. 1.: The board shall grant an adoption leave without pay to any employee who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried employees.

Subd. 2.: Upon learning of the date of home placement, the employee shall submit a written application for adoption leave to the school board. The inclusive dates of the leave shall be established prior to granting the leave.

Subd. 3.: Adoption leave will commence up to one (1) week prior to home placement and may continue up to five (5) weeks after home placement. The employee may not use sick leave for adoption leave. The Board may, at its discretion, grant a leave in excess of six (6) weeks.

Subd. 4.: An employee returning from adoption leave shall be re-employed in the same position or comparable position in which he/she left.

Subd. 5.: An employee who returns from adoption leave within the provisions of this section shall retain all seniority and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for adoption leave.

Subd. 6.: An employee on adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain.

Section 9. Political Leave:

Subd. 1.: The school board will grant a leave of absence without pay to any employee to serve in a public office as provided for in the Minnesota Statutes 43A.32.

Subd. 2.: During this leave of absence, the employee shall retain all seniority rights without advancement on the salary schedule and shall be entitled to any fringe benefits provided by the district at his/her own expense.

Section 10. Request for Leave.: Any request for a leave of absence shall be submitted, in writing, by the employee to her/his immediate supervisor. The request shall state the type of leave requested and the length of time off the employee desires. Such request shall be handled promptly and in writing.
Section 11. Vacations:

Subd. 1: Full-time employees shall earn vacation as follows:
6-5 years of service ..................... 10 paid vacation days
After 5 years of service................... 15 paid vacation days
After 10 years of service................. 20 paid vacation days

Subd. 2: Time of vacation shall be coordinated with the Employer.

Subd. 3: Upon termination of employment, accrued vacation shall be paid to the employee in his/her final paycheck.

Subd. 4: Employees shall be allowed to carry over a maximum of fifteen (15) days of paid vacation into the next fiscal year. Any balance in excess of fifteen days as of June 30 each year shall be forfeited.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. Basic Week: Full time employees shall be any employee whose position is scheduled for one thousand four hundred seventy-two hours (1,472 hours) or more per year. The basic work day shall, for full time employees, consist of eight (8) hours, exclusive of lunch. The basic work week shall consist of five (5) days, Monday through Friday except when extenuating circumstances dictate that school must be in session on Saturday. When mutually agreed to by the employee and the immediate supervisor, hours may be temporarily changed to cover hours outside the basic week.

Section 2. Working Hours: Working hours shall be determined by the school administration. The district must, however, give at least five (5) working days notice before changing normal work shifts, during the time when school is in session.

Section 3. Overtime: For all employees working in excess of forty (40) hours per week, the additional time shall be computed at a regular time and one-half (1-1/2) rate. No overtime will be paid unless it has been specifically authorized in writing by the immediate supervisor. The immediate supervisor will not generally authorize overtime of less than fifteen (15) minutes.

Section 4. Breaks: All employees' work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour shift. This rest period shall be scheduled at the middle of each one-half shift whenever feasible. Breaks shall not be used to shorten an employee's scheduled work day or to lengthen an employee's lunch break, unless prior approval has been obtained from the employee's supervisor.

Section 5. School Cancellation: If school is canceled by the Superintendent of Schools or his designee because of inclement weather or some other emergency, employees shall be paid at their regular rate of pay for all hours not worked on that day, unless the day is re-scheduled and/or made up.

Section 6. Late Starts and Early Dismissals: If school is delayed one hour or more, or dismissed early by the Superintendent of Schools or his designee because of inclement weather or some other emergency, employees shall be paid their regular rate of pay for all hours not worked on that day.

Section 7. Make Up Days: In the event a student day is lost for an emergency, all scheduled employees shall be required to work on the day(s) designated by the school board or its representative as a make-up day(s).
ARTICLE IX

HOLIDAYS AND SPECIAL LEAVE DAYS

Section 1. Holidays: The following shall be recognized and observed as paid holidays when school is not in session and the notice of assignment indicates the employee is scheduled to work:

New Year's Day       Christmas Eve Day     President's Day
Good Friday          Memorial Day           Independence Day
Labor Day            Thanksgiving Day       Thanksgiving Friday
Veteran’s Day (when not a teacher contract day)   New Year's Eve Day
Martin Luther King Day (when not a teacher contract day) Christmas Day

Section 2. Special Leave: Employees will be granted leave without pay when it is not a recognized holiday as indicated in Article IX, Section 1, and school is not in session for students or the teaching staff.

Subd. 1. The above mentioned days are during the normal school year and do not pertain to summer with the exception of Independence Day for those employees who are scheduled to work during that time period.

Section 3. If a paid holiday falls during the employee's vacation, an additional day of paid vacation shall be granted.

Section 4. When a holiday falls on a Saturday or Sunday, another day shall be designated by the School District as the holiday.

Section 5. An employee required to work on a designated holiday when school is not in session will be paid time and one-half (1.5) their normal rate of pay.

Article X

Group Insurance

Section 1. District Contribution: The employer agrees to contribute to all full-time employees, and employees whose work schedule is 30 hours or more per week during the school year, six hundred seventy-five dollars ($675) per month effective July 1, 2016 through June 30, 2017; and seven hundred dollars ($700) per month effective July 1, 2017 through June 30, 2018, toward a minimum $50,000 term life insurance policy for employees, with the balance amount toward hospitalization/medical insurance for employees and their dependents. Cash in lieu will be allowed for those employees who elect a high deductible health plan (HDHP) through the school district.

Subd. 1. All part-time employees who received insurance benefits prior to the execution of this Agreement shall be grandfathered in to assure no loss of benefits.

Section 2. Continuation of Coverage: An employee terminating employment after age 55, who has been employed by the district for a minimum of 10 years may continue until reaching the age of 70, any insurance coverage available upon approval of the carrier and at the employee's own expense with the addition of a reasonable maintenance fee per month. Payment shall be made in advance to the Superintendent's Office by the 5th of each month. Failure to meet these terms shall result in forfeiture of this right.
Section 3. Long-Term Disability: Provided coverage can be obtained from an insurance carrier, the school district will provide an income protection plan to cover all eligible office personnel. Employees participating in the long term disability plan will have the premiums deducted from their pay checks.

Section 4. National Health Coverage: In the event a national health coverage program is imposed on the district, the provisions of that program will take precedence over Sections 1-4 above, and the district will comply with the regulations of the national health care program for its employees.

ARTICLE XI

PROBATIONARY PERIOD

Section 1. Probationary Period:

Subd. 1.: The first six (6) months of employment, not including summer lay off, shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the district and cannot bid on any job posting. Not more than five (5) days absence for any reason shall be credited for the purpose of computing the probationary period. Upon the satisfactory completion of the probationary period, the employee shall be entitled to seniority starting from the most recent date of hire by the district.

Subd. 2.: Upon transfer from one position to another, the school district shall, at its discretion, have a sixty (60) working day probationary period for the employee in the new position. The employee may be returned to his/her former position or a comparable position if he/she does not successfully complete his/her probationary period, as determined by the school district.

Section 2. Discipline/Discharge: The District reserves the right to discipline and/or discharge an employee for cause. Discipline before discharge may include suspension, oral reprimands, a conference with the employee, written reprimand, or withholding a step increase. The employer may use one or more of the listed disciplines. The employer agrees that employees will be treated fairly and equitably when applying discipline. This section will not prevent the employer from terminating an employee immediately when warranted.

ARTICLE XII

SENIORITY

Section 1. Seniority List: The employer shall provide a seniority list with the categories as follows:

1. Class II
2. Class III

The list shall be provided to the Union. The employer shall also post the same in buildings and make such changes prior to January 15 of each year. An office employee shall be listed in only one category.

Section 2. Length of Employment: Seniority shall mean continuous employment with the District in the categories covered by this agreement. Employees shall not acquire seniority while still on probation. After the completion of the probationary period, the employee's seniority shall revert to the first day of continuous employment.

Section 3. Reducing Personnel and Rehiring: In reducing personnel, the last employee hired within a category shall be the first employee laid off, and in returning employees to work, the last employee laid off shall be the first employee called back to work if the date of lay off is less than eighteen (18) months. In the case of a layoff, employer and Union
shall each appoint two individuals to negotiate changes in assignment due to the layoff and which assignments have similar hours and wages.

In negotiating the committee shall take into consideration the following:

1. Laid off employees, providing they have seniority, will have the right to displace the least senior employee in other categories who have similar hours and/or wages, providing the bumping employee has the applicable qualifications, job skills and acceptable past job performance as it pertains to the position into which the employee is bumping.
2. The number of employees changing assignments as a result of the layoff shall be minimized.
3. Senior employees shall be retained at positions with the least possible significant reduction in hours and pay.

Section 4. Temporary Position: Any bargaining unit position opened on a temporary basis shall be filled at the discretion of the Board of Education.

Section 5. Job Posting: Job openings in the categories covered in this Agreement will be posted in all buildings in the District for five (5) working days. A copy will be sent to the Union Steward.

Section 6. Movement Between Categories: Office personnel desiring to move to a different category when an opening is posted will be given consideration by the Board of Education. The posting will contain minimum qualifications required for the job. The qualifications and seniority will be considered.

Section 7. Change in Address: A laid off employee must advise the District of any changes in order to be notified of job openings for which she/he may be qualified.

Section 8. Loss of Seniority: Seniority shall be lost by any of the following:

1. Voluntary quit
2. Discharge.
3. Failure to report within seven (7) working days of being notified of recall from lay-off.
4. Lay-off for more than 18 months.

ARTICLE XIII

GRIEVANCE PROCEDURE

The primary purpose of this grievance procedure is to secure solutions to the grievance at the earliest possible step. Before submitting a grievance, an employee shall discuss it with the employee's immediate supervisor individually, or together with a representative of the union.

Section 1. Procedure: Any grievance or dispute which may arise between the parties, including the interpretation or application of this Agreement, shall be settled in the following manner:

Step 1. The Union Representative, with the employee, shall take up the dispute with the employee's immediate supervisor within five (5) days of her/his knowledge of its occurrence. The supervisor shall attempt to adjust the matter and respond to the Representative within three (3) days.

Step 2. If the dispute has not been settled, it shall be presented, in writing to the Superintendent within seven (7) days after the supervisor's answer is due. The Superintendent shall respond in writing to the Union Representative and/or the Union Office within three (3) days.

Step 3. If, after thirty (30) days, no settlement has been reached, the matter shall be presented, in writing to the next meeting of the Board of Education, who shall respond in writing within twenty (20) days to the Union Representative and/or the Union Office.
Step 4. If no settlement is reached in Step 3, the grievance may be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of five (5) prospective arbitrators. 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. A hearing on the grievance will be held promptly by the arbitrator, and a decision shall be rendered by him within thirty (30) days after the date of the hearing. All expenses and costs of the arbitrator shall be shared equally between the union and the school board.

Section 2. Time Limits: The number of days indicated in this Article at each step shall be considered as a maximum, and every effort shall be made to expedite the process. Notwithstanding the above, the time limits may be extended by mutual consent.

Section 3. Computation of Time: In computing any period of time prescribed by this Article XII, the day of the act or event giving rise to the grievance shall not be included in the designated period of time. The day upon which the grievance is filed, the last day of the period so computed, shall be included unless it is a Saturday, Sunday, or a holiday designated by this Agreement, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or holiday designated in this Agreement. The term "day" means any working calendar day, excluding Saturdays, Sundays, and holidays designated in this Agreement. The filing or service of any response, notice or document shall be timely if it is personally served or sent by United States Mail to the other party at the address shown herein. If delivery is by United States Mail, it shall be timely, if posted no later than midnight of the last day of the time period, as shown on the postmark thereof.

The Employer agrees not to interfere with the rights of the employees who become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of said employee active in an official capacity on behalf of the Union, or for any other cause.

ARTICLE XIV

DURATION

Section 1. Terms and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing July 1, 2016 through June 30, 2018 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent pursuant to the P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this agreement.

Section 2. Effect: This agreement constitutes the full and complete agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

Section 4. Severability: The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.
IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

For International Union of Operating Engineers, Local 70

[Signature]
Union Steward

[Signature]
Union Steward

[Signature]
Union Representative

[Signature]
President

[Signature]
Business Manager

[Signature]
Recording Secretary

Date

Independent School District No. 129, Montevideo

[Signature]
Board Chairperson

[Signature]
Clerk

[Signature]
Chief District Negotiator

Date

6/13/16
APPENDIX "A"

SALARY SCHEDULE

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>2016-2017</th>
<th>2017-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CLASS II</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>START</td>
<td>17.15</td>
<td>17.66</td>
</tr>
<tr>
<td>1-2</td>
<td>17.34</td>
<td>17.86</td>
</tr>
<tr>
<td>3-4</td>
<td>17.57</td>
<td>18.10</td>
</tr>
<tr>
<td>5</td>
<td>17.80</td>
<td>18.33</td>
</tr>
<tr>
<td>6</td>
<td>17.99</td>
<td>18.53</td>
</tr>
<tr>
<td>7</td>
<td>18.25</td>
<td>18.80</td>
</tr>
<tr>
<td>CAREER</td>
<td>18.45</td>
<td>19.01</td>
</tr>
</tbody>
</table>

Longevity pay of fifteen cents ($0.15) per hour will be granted to those employees completing ten (10) years of service.

<table>
<thead>
<tr>
<th><strong>CLASS III</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>START</td>
<td>15.93</td>
</tr>
<tr>
<td>1-2</td>
<td>16.15</td>
</tr>
<tr>
<td>3-4</td>
<td>16.41</td>
</tr>
<tr>
<td>5</td>
<td>16.58</td>
</tr>
<tr>
<td>6</td>
<td>16.82</td>
</tr>
<tr>
<td>7</td>
<td>17.04</td>
</tr>
<tr>
<td>CAREER</td>
<td>17.26</td>
</tr>
</tbody>
</table>

Longevity pay of fifteen cents ($0.15) per hour will be granted to those employees completing ten (10) years of service.

The positions in each class are as follows:

**Class II:**
MVALC Secretary
Middle School Principal's Secretary (full-time)
Elementary School Principal's Secretary (full-time).
High School Principal's Secretary (full-time)
High School Athletic Director/Principal's Secretary (full-time)
Community Education Office Personnel

**Class III:**
MRVED Secretary (part-time)
Curriculum Coordinator's Secretary
Food Service Office Personnel
Business & Office Manager's Secretary
High School Guidance Office Secretary
Middle School Principal's Secretary (part-time)
Special Education Secretary
Memorandum of Understanding
Job Sharing Arrangements

Section 1. Purpose: In the interest of facilitating a smooth transition when a senior or long-time employee retires, as well as allowing an opportunity for the employee to maintain a full-time status while transitioning into retirement, ISD #129 and Local 70 of the International Union of Operating Engineers (Office Personnel) enter into this Memorandum of Understanding (MOU) respective to job sharing as part of a succession plan.

Section 2. Protection of the Employee’s Employment Status: Article VIII, Section 1 of the contract between the School District and Local 70 defines full time employment as 1,472 hours per year. By definition, any employee working more than 1,472 hours during the year, approximately 29 hours per week, would qualify for full-time benefits (vacation, insurance, benefits, seniority, etc).

Section 3. Job Sharing: An employee interested in entering into a job sharing agreement would work 29 to 32 hours per week with the scheduled being worked out between the employee and the district. The person hired to fill in for the employee who is working fewer hours would work 1 to 2 days per week.

Section 4. Retirement of Job Share Employee: Upon the retirement of an employee in a Job Sharing arrangement, the person hired for the incumbent Job Share position will be trained and deemed qualified to post for that position once vacated, as well as other bargaining members, who are interested in that position, per Article XII, Section 5, of the current contract. The School District reserves the right to fill the job share position based on qualifications and seniority. Awarding of the position would not be subject to the grievance procedure.

IN WITNESS WHEREOF, The parties have executed this Memorandum of Understanding as follows:

For International Union of Operating Engineers, Local 70

[Signature]
James [Last Name]
Union Steward
[Signature]
Debra [Last Name]
Union Steward
[Signature]
David [Last Name]
Union Representative
[Signature]
[Last Name]
President
[Signature]
Darrell [Last Name]
Business Manager
[Signature]
Linda [Last Name]
Recording Secretary
[Signature]
1/14/2016
Date

Independent School District
No. 129, Montevideo

[Signature]
Board Chairperson

[Signature]
Clerk

[Signature]
Chief District Negotiator

4/13/16
Date