AGREEMENT

between

JANESVILLE WALDORF PEMBERTON ISD #2835

and

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

FOOD SERVICE UNIT

July 1, 2019 through June 30, 2021
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ARTICLE 1 – PURPOSE

THIS AGREEMENT is entered into between Independent School District No. 2835, Janesville, Minnesota, hereinafter referred to as the District or School District, and the International Union of Operating Engineers Local 70, hereinafter referred to as IUOE Local 70, the exclusive representative, 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 the Food Service unit.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the PELRA, the School District recognizes Local 70 as the exclusive representative for food service employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2. of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services, if any.

ARTICLE 3 – DEFINITIONS

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

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term, "Food Service," shall mean all persons in the appropriate unit
employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, business manager, essential employees, part-time employees whose services do not exceed the lesser of ten and a half (10-1/2) hours per week or thirty-five percent (35%) of the normal work week in the employees’ bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year and emergency employees.

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

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

ARTICLE 4 – SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The exclusive representative 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

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

Section 3. Effect of Laws, Rules and Regulations. The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The
exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. 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.

**ARTICLE 5 – 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 representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

**Section 3. Request for Dues Check Off.** The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the monthly dues that the
employee has agreed to pay to the employee organization in equal installments consistent with the employee’s pay periods, beginning with the first pay period in September. The School District shall deduct the dues from the earnings of the employee and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided.

Section 4. IUOE Local 70 Steward. IUOE Local 70, upon written notification to the School District, may designate one (1) employee within the bargaining unit to serve as Steward. At the discretion of the Employer, the Steward shall be afforded reasonable time off for the purposes of conducting the business of IUOE Local 70 in an effort to afford representation.

Section 5. Employee Rights. The Employer will notify the IUOE Local 70 office, in writing, within fifteen (15) calendar days of hiring a new employee. The notification will list the employees name, address, position, hours of work per week and rate of pay. The Employer will notify the IUOE Local 70 office of all employees leaving the bargaining unit within fifteen (15) calendar days.

Section 6. Visitation Rights. A representative of Local 70 previously accredited to the School District in writing by Local 70, shall be permitted to come on the premises of the employee for the purposes of conducting Local 70 business so long as such business does not interrupt the normal work-day and permission is granted. The School District shall be notified prior to the visit.

Section 7. Employee Bulletin Board. The Employer shall continue to make available bulletin board space in convenient places in the work areas for the purposes of posting Union information.

Section 8. IUOE Local 70 Meetings. IUOE Local 70 meetings may be held on school property but will be held during the time when employees are not on duty.

ARTICLE 6 – WAGES AND SALARIES

Section 1. Salary Schedule. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2019, to June 30, 2021.
Section 2. Salary Advancement. During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

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

Section 4. Working out of Classification. In the event that a food service employee is required to perform duties of a higher classified food service employee, after five (5) consecutive working days (excluding holidays), the food service employee will receive the pay of the higher classified food service employee.

**ARTICLE 7 – LEAVES OF ABSENCE**

Section 1. Sick Leave.

Subd. 1. Employees shall earn sick leave monthly at the rates established below:

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<thead>
<tr>
<th>Hours Scheduled</th>
<th>Hours Earned</th>
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<tbody>
<tr>
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<td>8.00</td>
<td>10.00</td>
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</table>

**Subd. 2.** Unused sick leave days may accumulate to a maximum of one hundred twenty (120) days of sick leave per employee. Upon accrual of the maximum credit of one hundred twenty (120) days of sick leave, employees will be provided with a bonus payment of one (1) day of the base salaries for each additional eight (8) days acquired. Payment will be included in their paycheck within thirty (30) days following eligibility for this bonus. Days not credited for bonus pay during a school year will be carried into the next school year as continued accrual for eligibility. The school district will notify employees of the status of available leave days at least on an annual basis.

**Subd. 3.** Sick leave with pay shall be allowed whenever an employee’s absence is found to have been due to illness and/or disability in the employee or employee’s immediate family, as defined in Sec. 3, which prevented attendance at school and performance of duties on that day or days.

**Subd. 4.** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, after the 3rd consecutive day of absence or if the employee has a documented pattern of sick leave abuse, indicating such absence was due to illness, in order to qualify for sick leave pay.

**Subd. 5.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Once Sick Leave Days have been exhausted, Personal Leave Days must be used.

**Subd. 6.** Sick leave pay shall be approved only upon electronic submission of a request for leave via the District’s electronic time management system.
Subd. 7. Sick leave may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. An unpaid leave for child care purposes may be granted at the discretion of the School District.

Subd. 8. Any member of the Food Service bargaining unit may voluntarily donate and transfer a portion of his/her accumulated sick leave to any other non-certified employee that has exhausted his/her own accumulated sick leave as a result of a catastrophic event to themselves such as heart attack, surgery or major illness. A member of the bargaining unit may donate any days in excess of forty-five (45) accumulated days of sick leave. The transferred sick leave will be subject to the same restrictions as sick leave benefits accumulated by that employee per Section 1 of this Article. Final review and approval of sick leave will be made by the School Board or its designated representative. In the event an immediate family member, "i.e. a spouse or minor children of the employee" is impacted by a catastrophic event, this language may be applied at the discretion of the School Board or its designated representative.

Subd. 9. Upon retirement of an employee at the age of sixty (60) or thereafter and having served at least ten (10) consecutive years of service in the District, employees shall be paid thirty dollars ($30.00) per day for each day of accumulated unused sick leave up to a maximum of sixty (60) days into a Health Care Savings Plan (HCSP). Upon retirement of a part-time employee at the age of sixty (60) or thereafter and having served at least ten (10) consecutive years of service in the District, employees shall be paid twenty-five dollars ($25.00) per day for each day of accumulated unused sick leave up to a maximum of sixty (60) days into a HCSP.

Section 2. Workers' Compensation. Pursuant to M.S. Ch. 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 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. Bereavement. Up to four (4) days of leave shall be allowed per immediate family member. The first day will be a paid bereavement day. The next three (3) days will be deducted from accumulated sick leave. Immediate family shall be as listed: The employee's immediate biological or spouse's immediate biological or step family such as spouse, mother, father, brother, sister, son, daughter, grandparents, or grandchildren. Employees will receive one (1) day of leave for each family member not listed above, to be deducted from sick leave. Employees will receive one (1) day per year for a friend, to be deducted from sick leave. A written request may be made to the Superintendent for additional days, to be deducted from sick days, personal leave or to be taken without pay.

Section 4. Child Care Leave.

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a natural or adopted infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during the period of physical disability. However, an employee shall not be eligible for sick leave during the period of time covered by a child care 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. 4. 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:
1. Grant any leave more than twelve (12) consecutive months in duration.

2. Permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 5. An employee returning from child care leave shall be reemployed in a position for which qualified unless previously discharged or placed on unrequested leave.

Subd. 6. 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. 7. Leave under this section shall be without pay or fringe benefits.

Section 5. Medical Leave.

Subd. 1. An employee who has completed the initial twelve (12) month continuous service probationary period, who is unable to perform duties because of illness or injury, and who has exhausted all sick leave credit available or has become eligible for long term disability compensation, may, upon written request, be granted a medical leave of absence, without pay for up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor’s statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 6. Family and Medical Leave.

Subd. 1. Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

1. the birth and first-year care of a child;
2. the adoption or foster placement of a child;  
3. the serious health condition of an employee's spouse, child or parent, and  
4. the employee's own serious health condition.

**Subd. 2.** The employee may elect, or the School District may require the employee, to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this section. However, nothing herein, nor any other provision of this Agreement, shall require the School District to combine leaves for a period of time that exceeds twelve (12) weeks.

**Subd. 3.** The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

**Section 7. Emergency.** Employees covered by this Agreement may be granted a leave at the discretion of the Superintendent or his/her designee for sudden, unforeseen, and urgent occurrences requiring the employee's immediate attention which cannot be resolved outside the regular work day. This is to be deducted from sick leave.

**Section 8. Personal Leave.**

**Subd 1.** Food service employees shall be granted five (5) Personal Days annually. Pro-rated days will be applied to part-time employees. A three (3) day notice request is required for all Personal Leave Days and must be approved by the Superintendent. Two (2) Personal Leave Days may be rolled over to the following year with a maximum accrual of no more than seven (7) days allowed. Once Sick Leave Days have been exhausted, Personal Leave Days must be used. Personal Leave Days must be used in half (1/2) day or whole day increments. Probationary employees shall receive five (5) Personal Leave Days if hired prior to December 31st and two (2) Personal Leave Days if hired after December 31st. Any personal leave days not available for carry over shall be compensated at the employees current rate of pay.
Section 9. Jury Duty. An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 10. Experience Credit for Leave. An employee who returns from unpaid leave shall retain experience credit. No seniority or pay shall accrue for the period of time that an employee was on unpaid leave.

Section 11. Eligibility. Full leave benefits provided in this Article shall apply only to regular full-time employees who work at least thirty-five (35) hours per week on a regular basis and shall not apply to substitute or temporary employees. Part-time employees who are employed an average of at least twenty-five (25) hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of twenty-five (25) hours per week or less than the regular school year shall not be eligible for any benefits pursuant to this Article.

ARTICLE 8 – GROUP INSURANCE

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

Section 2. Claims Against the School District. It is understood that the School District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Duration of Insurance Contribution. An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment, all district contribution shall cease.

Section 4. Health and Hospitalization Insurance – Employees. The School District will provide and pay for the cost of premiums for health insurance in
the amount of two thousand dollars ($2,000.00) for each employee that qualifies and is enrolled in the School District group health and hospitalization plan.

Section 5. Dental Insurance. The District shall contribute the sum of three hundred fifty-eight dollars ($358.00) annually towards the cost of a single dental policy. Any additional amount to be contributed by the employee.

ARTICLE 9 – HOURS OF WORK

Section 1. Lunch/Break Period. The basic workday shall consist of consecutive hours. Employees shall be provided a duty free lunch period of thirty (30) minutes each day. An employee will be allowed a break from his/her job in the amount of five (5) minutes for each hour worked. Thus, a full-time employee is entitled to a twenty (20) minute break both the morning and afternoon. Employees are encouraged to take their breaks as allowed each day. Pay for holidays, vacation and sick leave shall be considered as hours worked for the purpose of calculating overtime.

Subd. 1. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be computed at the regular rate and one-half (1/2).

Subd. 2. No overtime will be paid unless it has been authorized in writing by the building principal or the Superintendent of Schools.

Subd. 3. Overtime shall be rotated among qualified employees as equitably as possible by the School District. Overtime will be offered at the building level first and School District-wide second.

Section 2. Hours of Work. Working hours shall be determined by the Superintendent or his/her designee.

Subd. 1. Overtime compensation shall be paid in the payroll period it was earned.

Section 3. Storm Days. The School District will ensure all Food Service personnel work and receive pay for a minimum of one hundred sixty-nine
(169) days in the school year and that all storm days will be made up as appropriate according to the school calendar. Late starts or early dismissals will not be subjected to being made up. Employees will automatically be paid for late starts and early dismissals due to weather.

**Section 4. Call Back.** Employees called back to work after completing their regular scheduled shift shall receive a minimum of four (4) hours straight time pay or actual hours worked at one and a half (1- 1/2) times the hourly rate of pay, whichever is greater.

**ARTICLE 10 – HOLIDAYS**

**Section 1. Paid Holidays.** Employees covered by this Agreement shall be entitled to six (6) paid holidays as follow: Thanksgiving, Christmas (3) Days, New Year’s Day and Memorial Day.

**Section 2. Weekends.** Holidays that fall on weekends will be observed on a day established by the School District.

**Section 3. School in Session.** The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

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

**Section 5. Eligibility.** Holiday benefits as defined in this article shall apply only to regular, full-time employees who work at least forty (40) hours per week on a regular basis. Employees who work less than forty (40) hours per week on a regular basis shall receive holiday benefits on a pro-rata basis. Benefits under this article shall not apply to substitute or temporary employees.
ARTICLE 11 – DISCIPLINE

Section 1. Dismissal. Immediate dismissal, may be for but not limited to the following reasons:

A. Drinking or being intoxicated while on the job;
B. Clear insubordination;
C. Conduct unbefitting a School District employee;
D. Willful neglect of duty.

Section 2. Normal Disciplinary Procedures.

A. Oral reprimand (copy to the IUOE Local 70 office);
B. Written reprimand (copy to the IUOE Local 70 office);
C. Suspension or demotion (copy to the IUOE Local 70 office);
D. Discharge (copy to the IUOE Local 70 office).

Section 3. Oral Reprimand. An oral reprimand shall not become part of a food service’s official personnel record. However, records of oral reprimands may be kept by the immediate supervisor to document oral reprimands, with a copy to the affected employee.

Section 4. Copy of Record. Each food service person shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel record and shall be entitled to have his/her written response include therein. All disciplinary entries in the personnel record shall state the corrective action expected of the food service personnel.

Section 5. Right to View Record. The contents of an employee's personnel office record shall be disclosed upon his/her request and to the employee's IUOE Local 70 representative upon the written request of this food service personnel.

Section 6. Employee Copy. If requested by the employee, a copy of all or part of the file shall be given at their own expense.
ARTICLE 12 – RIGHT TO UNION REPRESENTATION

Section 1. Union Present. The employee shall have the right to have IUOE Local 70 representation during an investigation that may lead to suspension, demotion, or discharge, action.

Section 2. Right to Grieve. The IUOE Local 70 shall have the right to take up a suspension and/or discharge, or demotion as a grievance at Level III of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. Discharge of Permanent Employees. The School District shall not discharge any permanent employee without just cause. If the School District feels there is just cause for discharge, the employee shall be suspended for ten (10) working days and the employee and the union office will be notified in writing that the employee is subject to discharge and shall be furnished with the reason(s) therefore. Suspensions may be with or without pay.

ARTICLE 13 – DISCIPLINE, DISCHARGE AND 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 Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification. In addition to the initial probationary period, an employee transferred or promoted to a different classification within his/her function (i.e. food service), shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new
classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

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

**ARTICLE 14 – UNIFORM ALLOWANCE**

**Uniform Allowance.** Members of the bargaining unit will receive $125.00 per year for uniform allowance. Reimbursement will be made when a receipt is submitted. Receipts must be dated within current fiscal year. There will be no carryover of the allotment between fiscal years. In addition, the School District shall provide five (5) shirts for each year of the contract which are required to be worn.

**ARTICLE 15 – EDUCATION**

**Reimbursement for Training.** The School District will reimburse employees who take classes to obtain and/or update their certification for tuition, books and transportation with prior approval from the Superintendent.

**ARTICLE 16 – GRIEVANCE PROCEDURE**

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

**Section 2. Representative.** The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party’s behalf.
Section 3. Definitions and Interpretation.

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

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all 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 is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

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

Section 5. Adjustments of Grievance. The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:
Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within fifteen (15) 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 the findings and recommendations to the School Board. The School Board shall then render its decision.

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

Section 7. Mediation. Upon mutual written agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual written agreement between the parties.
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 ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to appoint an arbitrator, pursuant to the PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the commissioner within the time periods provided herein shall constitute a waiver of the grievance.

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

Subd. 5. 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 the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall
issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses. Each party shall bear its own 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 of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver. A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately
thereupon waive any and all rights to pursue a grievance under this article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE 17 – SENIORITY

Section 1. Definition. Seniority shall be defined as the length of continuous employment with the School District in a job classification covered by this Agreement.

Section 2. Seniority Date. Following completion of the probationary period, an employee's seniority date shall be established as of the first day of most recent employment.

Section 3. Loss of Seniority. Employees shall lose their seniority standing in the event of retirement, resignation or failure to return from lay-off, discharge, or lay-off for a period of more than fifteen (15) months from the date of lay-off.

Section 4. Lay-Off. In the event it is necessary to reduce the work force, employees shall be laid off in the inverse order of their seniority. A laid off employee shall have the right to replace any less senior employee provided the laid off employee meets the minimum qualifications of the position held by less senior employee.

Section 5. Recall. Employees on lay-off status shall have the right to be recalled from the lay off to positions in their former range in the order of seniority (last off, first recall). The right to recall shall expire after fifteen (15) months. Employees on a lay-off status shall have the personal responsibility to keep the School District informed of their address for the purpose of a recall notice. Notice of recall shall be by certified mail, return receipt requested, and in writing from the School District office. The notice shall include the date of return to employment and the job range of the vacancy.
Employees who do not report for employment within ten (10) calendar days after notification or who are on a lay-off status for more than fifteen (15) months shall be discharged.

Section 6. Seniority List. The School District shall prepare a seniority list by December 31st each year. A copy of the seniority list will be forwarded to the IUOE Local 70. Employees shall have fifteen (15) calendar days to begin any appeal of their seniority status through the grievance procedure. If no appeals are filed, the list shall be deemed correct as posted.

Section 7. Job Opening.

Subd. 1. Posting. The School District shall post all new or vacant positions on the District’s job posting website. All interested and qualified internal staff are welcome to apply and will be considered provided the online application is received by the deadline in the job posting. Positions will be posted for at least five (5) working days. In addition, the District shall have the right to designate the date at which the position will be filled.

Section 8. In the event the hours of a position are reduced, but the position is not eliminated, no bumping will occur.

ARTICLE 18 – DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2021, and thereafter as provided by 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 one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of
employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

Section 4. Severability. The provisions of this Agreement shall be several, 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 hereto have caused these present to be duly executed.

For: Janesville Waldorf Pemberton ISD # 2835

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

David Monsour, Business Representative

Lynette Cowdin, Union Steward

6-18-19  
Date:

7/26/2019  
Date:

DM/bdw/opeiu#12
Contracts/JWP Food
SALARY SCHEDULE

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Starting Rates of Pay: 2019 - 2021

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Longevity: Upon completing 10 years of service an additional $0.30 will be awarded and again for 20 and then 30 years of service.

DM/bdw/opeiu#12