MASTER AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 129
MONTEVIDEO, MINNESOTA

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

REGARDING TERMS AND CONDITIONS OF EMPLOYMENT
FOR THE
MONTEVIDEO EDUCATIONAL ASSISTANTS

JULY 1, 2018 THROUGH JUNE 30, 2020
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Purpose</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Purpose</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>Recognition of Exclusive Representative</td>
<td>1</td>
</tr>
<tr>
<td>III</td>
<td>Definitions</td>
<td>1-2</td>
</tr>
<tr>
<td>IV</td>
<td>School Board Rights</td>
<td>2</td>
</tr>
<tr>
<td>V</td>
<td>Employee Rights</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section 1. Dues Checkoff</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Section 2. Sums Deducted from Salary</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Section 3. Right to Views</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Section 4. Personnel Files</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Section 5. Union Stewards</td>
<td>3</td>
</tr>
<tr>
<td>VI</td>
<td>Rates of Pay</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section 1. Wages</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Section 2. Advancement on Salary Schedule</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Section 3. Occupational Injury Pay</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Section 4. Beginning Salary</td>
<td>4</td>
</tr>
<tr>
<td>VII</td>
<td>Group Insurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section 1. District Contribution</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Section 2. Continuation of Coverage</td>
<td>4</td>
</tr>
<tr>
<td>VIII</td>
<td>Leaves of Absence</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section 1. Sick Leave</td>
<td>4-5</td>
</tr>
<tr>
<td></td>
<td>Section 2. Jury Leave</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Section 3. Personal</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Section 4. Bereavement Leave</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Section 5. Child Care Leave</td>
<td>5-6</td>
</tr>
<tr>
<td></td>
<td>Section 6. Adoption Leave</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Section 7. Union Leave</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Section 8. Unpaid Leaves</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Section 9. Holidays</td>
<td>6</td>
</tr>
<tr>
<td>IX</td>
<td>Hours of Service and Days Employed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section 1. Hours and Overtime</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Section 2. Meal Periods and Breaks</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Section 3. Schedule</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Section 4. School Cancellation</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Section 5. Late Starts</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Section 6. Assignment of Summer School</td>
<td>7</td>
</tr>
</tbody>
</table>
Article X  
Discipline Discharge and Probationary Period
Section 1. Probationary Period  
Section 2 (a). Probationary Period - Change of Category  
Section 2 (b). Probationary Period - Transfer  
Section 3. Completion of Probationary Period  
Page 7-8
Page 8
Page 8
Page 8

Article XI  
Seniority
Section 1. Seniority List  
Section 2. Length of Employment  
Section 3 (a). Personnel Reductions  
Section 3 (b). Rehiring  
Section 3 (c). Temporary Position  
Section 4. Job Posting  
Section 5. Movement to Open Positions  
Section 6. Change in Address  
Page 8
Page 8
Page 8
Page 8
Page 8
Page 9
Page 9
Page 9

Article XII  
District Use of Volunteers  
Page 9

Article XIII  
Grievance Procedure  
Page 9-11

Article XIV  
Duration  
Page 11-12

Appendix A  
Page 13

Signature Page  
Page 14
MASTER AGREEMENT
between
INDEPENDENT SCHOOL DISTRICT NO. 129
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70
EDUCATIONAL ASSISTANTS

ARTICLE I
PURPOSE

Section 1. Parties: This agreement is entered into between Independent School District No. 129, Montevideo, Minnesota, hereinafter referred to as the school district, and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for school teacher assistants during the duration of this agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the school district recognizes International Union of Operating Engineers, Local No. 70 as the exclusive representative for: "all assistants employed by I.S.D. #129, Montevideo, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35% or the normal work week and more than 67 work days per year excluding all other employees."

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefor, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the school district.

The terms are subject to the provisions of P.E.L.R.A., Section 179.66 regarding the rights of public employers and the scope of negotiations.

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 International Union of Operating Engineers, Local No. 70 whose purpose is to deal with public employers concerning grievances and terms and conditions of employment.
Section 4. Employee: Shall refer to the members of this bargaining unit.

Section 5. Basic Schedule: Refers to that schedule which is reasonably anticipated to continue for the school year.

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. Managerial 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 representatives 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 provisions 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 V
EMPLOYEE RIGHTS

Section 1. Dues Checkoff: Employees shall have the right to request and be allowed dues checkoff for the exclusive representative. Upon receipt of a properly executed authorization form from the employee, the school board shall deduct from the employee's pay check the dues the employee has agreed to pay to the exclusive representative in nine (9) pay periods (October through June). Deductions may only be terminated between June 1 and August 1 by the employee by giving written notice to that effect to the business office, with a copy to the union.
Section 2. 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 requests that dues checkoff be stopped or leaves the employment of the school board, any deduction shall cease effective after the pay check following such notice or cessation of employment.

Section 3. Right to Views: Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or his 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 4. Personnel Files: Members of the unit, upon written request to the supervisor having custody of the files, have the right to view within 5 days of such request the content of his/her own personnel file and evaluations. Members of the unit shall have the right to reproduce, at his/her own expense, any of the contents of his/her own file. Each member of the unit shall have the right to submit for inclusion in his/her own file written information in response to any material in the file and such information shall become part of the file.

Section 5. Union Stewards: The Union, upon written notice to the District, may designate three (3) Educational Assistants within the bargaining unit to serve as Steward at each of grade level/building: High School, Middle School, and Elementary. At the discretion of the District, the Steward shall be afforded reasonable time off for the purposes of conducting the business of the Union.

ARTICLE VI
RATES OF PAY

Section 1. Wages: The rates is Appendix "A" shall be a part of this agreement commencing July 1, 2018 to June 30, 2020.

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 each year.

Section 3. Occupational Injury Pay: Employees injured on the job shall report such injury to his/her immediate supervisor within three (3) calendar days. Any employee required by the supervisor to leave his/her job because of the occupational injury will receive pay for all hours scheduled to work on the day of injury or accident. During the time an employee is collecting worker's compensation insurance, he/she 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. Only that fraction of the days not covered by insurance will be deducted from sick leave. When an employee has used all accrued sick leave, he/she will receive only worker's compensation benefits.
Section 4. **Beginning Salary:** Previous experience and special training may affect the beginning salary.

**ARTICLE VII**

**Group Insurance**

**Section 1. District Contribution:** The employer agrees to contribute four hundred forty dollars ($440) per month effective July 1, 2018 through June 30, 2019; and four hundred sixty dollars ($460) effective July 1, 2019 through June 30, 2020 to employees whose work schedule is 30 hours or more per week during the school year, toward hospitalization/medical insurance for employees and their dependents.

**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 65, any insurance coverage available upon approval of the carrier and at the employee's own expense. 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.

**ARTICLE VIII**

**LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

**Subd. 1.** Employees shall earn sick leave at the rate of one (1) day per month for 10 months. Unused sick leave days may accumulate to a maximum credit of ninety (90) days per employee.

**Subd. 2.** Sick leave with pay shall be allowed whenever an employee’s absence is found to have been due to his/her illness or the illness of his/her child as defined by Minnesota Statute 181.940, Subd. 4, which prevented his/her attendance and performance of duties on that day or days. 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.

**Subd. 3.** 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 employee's personal illness and stating the length of time needed for recovery in order to qualify for sick leave pay. 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 pay shall be approved only upon submission of a signed request upon the authorized sick leave form available at the office.

Section 2. Jury Leave: An employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received from such obligation, providing the employee informs the school board in advance.

Section 3. Personal: An employee may be granted personal leave at full pay for personal business, which cannot be attended to when school is in session and is not covered under other provisions of this agreement as follows:
- 0-5 years of service ........... 1 personal day
- After 5 years of service ...... 2 personal days
- After 10 years of service ...... 3 personal days

Requests for leave shall be made to the superintendent, in writing, no later than three (3) days prior to the requested leave, except in cases of emergency. No more than four assistants shall be on leave at one time. If a replacement is required on a requested leave day, and no replacement is found, leave may be denied. Employees shall be allowed to accumulate three (3) personal leave days. Employees are required to use any accumulated personal leave, before taking or being granted any unpaid leave.

Section 4. Bereavement Leave: For absence because of the death in the immediate family, the assistant shall receive full pay for up to five (5) days. The immediate family shall include wife, husband, child, grandchild or parent of the employed assistant or spouse and brother and sister of the assistant. Three days bereavement leave shall be granted for brothers and sisters of the spouse and grandparents of either assistant or spouse. Bereavement leave shall be deducted from the accrued sick leave days earned by the assistant. Teacher assistants may, without deduction from pay or leave, attend local funerals when such absence involves only an hour or so and when agreements to cover assignments have been made with the building principal. For special circumstances, additional days may be granted by mutual consent of the employee and the school district.

Section 5. Child Care:

Subd. 1. Upon request, child care leave without pay may be granted.
  a. The commencement date of child care leave shall be the physician's projected date the employee will no longer be disabled due to childbirth or pregnancy related disability or the 15th day following the birth of the child.
  b. The date of the child care leave shall be a date mutually agreed upon between the administrator and the employee but shall not exceed one calendar year from its inception.

Subd. 2. At least thirty (30) calendar days prior to the designated end of the leave period, employees on child care leave shall notify the superintendent by certified letter of their intention to either (1) return to employment as scheduled in accordance with the return date of the leave, or (2) resign. The employee shall lose all re-employment rights if the employee fails or refuses to notify the employer by certified mail of the employee's intention to return to work according
to the above schedule; or if the employee fails to return to work at the time
previously scheduled when the leave of absence was granted under the provisions
of this section.

Section 6. 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 assistants.

Subd. 2. Upon learning of the date of home placement, the assistant 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 one (1) year after home placement. The
assistant may not use sick leave for adoption leave.

Subd. 4. An assistant returning from adoption leave shall be re-employed in a
position for which he/she is qualified commensurate with a position occupied
prior to the leave subject to the following conditions:
   a. That they are not physically or mentally disabled from performing the
duties of such position.
   b. That they return on the date designated on the request for leave
approved by the school board.

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

Section 7. Union: A leave of absence shall be granted upon application for the purposes
of serving as an officer of the Union. This shall not exceed two (2) years in length.
A leave without pay shall be granted to designated members of the local union for
attendance at meetings of the union. This shall apply to no more than three (3) members of the
unit at any one time, limited to one per school year.

Section 8. Unpaid Leaves: Employees may be granted leave without pay or loss of
seniority, at the discretion of the superintendent. Seniority shall accrue, however the employee
will not advance on the salary schedule while on his/her leave. Employees are required to use
any accumulated personal leave, before taking or being granted any unpaid leave.

Section 9. Holidays: Thanksgiving Day, New Year’s Day and Christmas Day shall be
recognized and observed as paid holidays. Teacher assistants will be paid for their normal
working hours on those days.
ARTICLE IX
HOURS OF SERVICE & DAYS EMPLOYED

Section 1. Hours and Overtime: This shall not serve as a minimum or maximum guarantee of hours worked. A work day for assistants may be up to eight (8) hours a day and up to five (5) days a week. The duty year shall be determined by the school district. Time and one-half will be paid for all hours worked in excess of forty (40) hours in any work week. Overtime will not be paid twice for the same occurrence.

Section 2. Meal Periods and Breaks: Lunch periods shall be scheduled for a minimum of 25 minutes for all employees. This shall be without pay unless specifically requested to perform the duties during this time by the supervisor. Reasonable coffee breaks at times that do not conflict with the needs of service are to be made available by the school district.

Section 3. Schedule: The starting and ending time for each employee shall be established by the school district and a copy of a proposed schedule shall be provided to each employee by August 1. The employer may change the basic schedule during the school year by giving two (2) weeks notice to the employee. The two (2) weeks notice requirement may be waived by mutual consent of the employee and the school district.

Section 4. School Cancellation:

Subd. 1. If school is canceled by the Superintendent of Schools or his designee after employees report for duty, employees shall be paid at their regular rate of pay for all hours not worked on that day.

Subd. 2. If school is closed and it is not the intention of the school district to schedule a make-up day, if the school district receives funding for the day, employees covered by this agreement shall be paid a normal days wage. In lieu of a school closing day as addressed in this subdivision, assistants shall be required to attend in-service meetings as scheduled by the district. The district shall give notice of such in-service within a reasonable amount of time.

Section 5. Late Starts: If school is delayed one hour or more by the Superintendent of Schools or his designee, employees shall be paid their regular rate of pay for all hours not worked on that day.

Section 6. Assignment of Summer School: Educational Assistants will be assigned positions for Summer School in accordance with Article XI – Section 4 and 5.

ARTICLE X
DISCIPLINE DISCHARGE & PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this agreement shall serve a probationary period of 175 student-contact days 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, discipline 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.

All probationary employees shall be evaluated ninety (90) days following the date of hire.

Section 2 (a). Probationary Period: Change of Category: In addition to the initial probationary period, an employee transferred to a different category shall serve a new probationary period of ninety (90) calendar days in any such new category. During this ninety (90) day probationary period, if it is determined by the school district that the employee's performance in the new category is unsatisfactory, the school district shall have the right to reassign the employee to his/her former category.

Section 2 (b). Probationary Period: Transfer: An employee transferred into special education shall have the right to request and receive a return to his/her former category, provided a position is available within 90 days after the start of the new probationary period.

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 discharge shall have access to the grievance procedure.

ARTICLE XI
SENIORITY

Section 1. Seniority List: The employer shall provide a seniority list to the local union. The employer shall post the seniority list in all buildings and make such changes prior to January 15 of each year.

Section 2. Length of Employment: Seniority shall mean continuous employment with the District. 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 (a). Personnel Reductions: The principle of seniority shall apply, whenever possible, when reducing positions, reducing hours, or re-assigning personnel. However, primary consideration will be given to the qualifications deemed necessary to satisfactorily perform the duties and responsibilities of the open position. Employees affected by personnel reductions, reduction of hours, or re-assignment will be provided the reason(s) in writing by the responsible administrator.

Section 3 (b). Rehiring: 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 two years, provided that the employee has the qualifications deemed necessary to satisfactorily perform the duties and responsibilities of the position. No new employee shall be employed by the district while qualified employees are laid off.

Section 3 (c). Temporary Position: Any bargaining unit position opening as a temporary position due to a pre-approved long-term leave of the incumbent, shall be offered to assistants on layoff, by seniority, who are eligible for recall. Payment for the replacing assistant shall be at the replacing assistant's appropriate rate of pay per Appendix "A" of this agreement.
Section 4. 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 of all job postings will be delivered to the union steward(s) as registered with the district office. If a job opening occurs in the summer when school is not in session, the District shall mail the notice to the union steward(s), and notify unit members by electronic mail at their school-provided electronic mail address. The posting period for job postings which are mailed shall be five (5) business days from the postmark on the notice, or five (5) business days from the date of the electronic mail message. Once a position is filled the school district shall inform the union steward(s), as registered with the district office, of the name, position and hours of the new employee.

Section 5. Movement To Open Positions: Assistants desiring to move to a different position when an opening is posted will be given consideration by the school board. The posting will contain minimum qualifications required for the job. The qualifications and seniority will be considered. Positions are as follows:
1. Pupil Support Assistants (PSA)
2. Instructional Assistants
3. English Language Learners (ELL)
4. Summer School

Section 6. Change in Address: A laid off employee must advise the district of any changes in address in order to be notified of job openings for which he/she may be qualified.

ARTICLE XII
DISTRICT USE OF VOLUNTEERS

The employer retains the right to utilize volunteers in the schools, provided such volunteers do not replace the assistant. The Board of Education may meet and confer with employees regarding the volunteer program as an alternate means of providing service in the schools in the district.

The Board also may utilize volunteers to substitute in the event of a regular assistant's absence for non-medical reasons, or if the provisions of Article X, Section 3(c) are not met.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. Definitions:

A. Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of a term or terms of any contract required under Minnesota Statutes 179.70, Subd. 1.
B. Days. "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.
C. Service. "Service" means personal service or by certified mail.
D. Reduced to Writing. "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.
E. Small Group of Employees. "Small group of employees" means a group of employees consisting of five (5) or less.
F. Answer. "Answer" means a concise response outlining the employer's position on the grievance.

Subd. 1 Step I. Whenever any employee or small group of employees has a grievance, s/he or they shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the employer's designate (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within (5) days of receipt of the written grievance, serve her/his answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance and, if s/he so chooses, may select a designee to represent her/him.

If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by the exclusive representative, or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievants, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within (5) days serve her/his answer upon the exclusive representative, or in the appropriate case, employee(s) or their designee.

Subd. 2 Step II. The employer's representative shall meet with the exclusive representative, or in the appropriate case, employee(s) or their designee, within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative, or in the appropriate case, employee(s) or their designee, if s/he seeks to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provisions(s) of the contract in dispute, and the relief requested.

Subd. 3 Step III. The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative, or in the appropriate case, employee(s) or their designee, within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration. If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievant avail himself of both procedures.

Subd. 4 Step IV. The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the
employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolution enacted pursuant thereto or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

A. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
B. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeiture of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provision of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ARTICLE XIV
DURATION

Section 1. Terms and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing July 1, 2018 through June 30, 2020, and thereafter until modifications are made pursuant to the P.E.L.R.A., except that, either party may open this agreement no more than ninety (90) days prior to June 30, 2020. 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.
APPENDIX "A"

RATES OF PAY

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<th>Fiscal Year</th>
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<tr>
<td>Longevity</td>
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<td>$15.29</td>
</tr>
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Longevity pay of fifteen cents ($0.15) per hour will be granted on July 1 for those employees completing ten (10) years of service.

Step increases will be given on July 1 of each year for those employees moving through the schedule.
IN WITNESS WHEREOF, the parties have executed this agreement as follows:

For International Union of Operating Engineers, Local 70

[Signatures]
President
David B. Moran
Business Manager
Dale Shepard
Union Representative
Linda Powers
Recording Secretary
Jerram Son
Steward
Darren Powers
Negotiator
Alicia Luchtefeld
Negotiator
[Signatures]
Dated 1/9/19

For Independent School District. #129
Montevideo, Minnesota

[Signatures]
Chairperson
[Signature]
Clerk
[Signature]
Chief Negotiator
[Signature]
Dated 1/14/19

Page 14 of 14