

AGREEMENT

between

STEWARTVILLE ISD #534

and

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

July 1, 2025 through June 30, 2027

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ARTICLE 1 – PURPOSE

Section 1. Parties. This Agreement is entered into between the School Board of Independent School District No. 534, Stewartville, Minnesota, and the International Union of Operating Engineers Local No. 70, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for bargaining unit members during the duration of this Agreement.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with P.E.L.R.A., the School Board recognizes the Union as the exclusive representative of the maintenance engineer employees employed by the School Board of Independent School District No. 534, for 14 or more hours per week during weeks school is in session, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and described in the provisions of the Agreement.

Section 2. Union Security. Each year, the Union shall be credited with five (5) days, non-cumulative, with pay, to be used by maintenance engineers who are officers or agents of the Union to conduct Union business.

Section 3. Negotiating Committee. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

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 the fringe benefits, and the Employer's personnel policies affecting the working conditions of the employees. The term is subject to the provisions of the P.E.L.R.A. regarding the rights of public employees and the scope of negotiations.

Section 2. Bargaining Unit. All Maintenance Engineers and Maintenance Staff employed by the School Board who are public employees within the meaning of Minnesota Statutes Section 179 A.03, Subd. 14, excluding supervisory and confidential employees.

The following employees are excluded:

- A. Employees who are employed fewer than 14 hours per week.
- B. Employees whose positions are basically temporary or seasonal in character and are not employed for more than 67 working days in any calendar year.

Section 3. Employees.

- A. Employees. All members of the bargaining unit.
- B. Maintenance Engineers and Maintenance Staff. Members of the bargaining unit who have been classified as Maintenance Engineers or District Grounds Keeping Coordinator.

Section 4. Dates and Timelines. A date in the Master Agreement shall not be changed by the fact that the date falls on a weekend or a holiday unless there is language pertaining to the date providing for such a change.

The number of days in any timelines in the Master Agreement shall not be changed by the fact that the timeline includes weekends and holidays unless there is language that states the number of days in the timeline does not include weekends or a holiday.

Section 5. Other Terms. Terms not defined in the Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 4 – SCHOOL BOARD RIGHTS

Section 1. Rights and Obligations of the Board. The 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 District, its overall budget, utilization of technology, the organizational structure and selection, direction, and number of personnel.

Section 2. Management Responsibilities. The Board will meet and negotiate in good faith with the exclusive representative regarding grievance procedures and the terms and conditions of employment. The Union recognizes the right and obligation of the Board to efficiently manage and conduct the operation of the District. The School Board shall designate the individual(s) who will administer and interpret the Master Agreement on their behalf. Interpretations of the Master Agreement by individual(s) not so designated shall be null and void and not binding on the School Board.

Section 3. Effect of Laws, Rules, and Regulations. The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the Board and are governed by the laws of the State of Minnesota. The Union also recognizes the right, obligation, and duty of the Board and its duly designated officials to promulgate reasonable rules, regulations, directives, and orders deemed necessary by the Board. Such rules, regulations, directives and orders will be consistent with the terms of this Agreement. All provisions of this Agreement are subject to the laws, regulations, and orders of the State and Federal governmental agencies.

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

ARTICLE 5 – EMPLOYEE RIGHTS

Section 1. Rights and Obligations of Employees. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment, 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 Union. Nothing contained in this Agreement shall be construed to require any employee to perform unsafe labor or services against his/her will.

Section 2. Right to Join. Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

Section 3. Payroll Deductions. Employees shall have the right to request and be allowed payroll deductions for the following items, to be deducted from each paycheck:

Subd. 1. Dues Check Off. The employer shall deduct monthly membership dues from the earnings of those employees who authorize such deduction in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective and the deductions shall continue in effect until canceled in writing by the employee. The aggregate deductions of all employees, together with a list of the names of the employees from whom deductions were made, shall be remitted to the Union office within ten (10) days after such deductions are made. Employees who work less than twelve (12) months per year shall have twelve (12) months dues deducted in equal amounts during the months for which they appear on the payroll. Deductions for initiation fees, dues and assessment shall commence thirty-one (31) days from the date of employment.

Section 4. Indemnity. The Union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of Article 9.

Subd. 1. Union Dues, Credit Unions, United Way, Tax Shelter Annuities in accordance with School Board policies.

Section 5. Access of Records and Evaluation of Employees. All files relating to each employee shall be available during regular school business hours to that employee upon his/her written request to the administrator maintaining the file. The employee shall have the right to reproduce the contents of the file at his/her expense, and to submit for inclusion in the file written information in response to any material contained therein. The District may destroy such files as provided by law. An employee's personnel file shall contain only materials that are related to his/her employment. Each employee shall be promptly furnished with a copy of all evaluative and disciplinary entries into the permanent personnel file.

Section 6. Complaints. A copy of any written complaint concerning an employee that is received by the Board of Administration will be given to the employee involved within twenty-four hours after a Board meeting at which it is presented or discussed.

ARTICLE 6 – SALARY SCHEDULE

Section 1. Maintenance Engineers and Maintenance Staff Salary Schedule.

Step	<u>Hourly Base</u> <u>7/1/2025</u>	<u>Hourly Base</u> <u>7/1/2026</u>
1	\$17.23	\$17.83
2	\$17.91	\$18.54
3	\$18.70	\$19.36
4	\$19.39	\$20.07
5	\$20.11	\$20.81
6	\$20.86	\$21.59
7	\$21.58	\$22.34
8	\$22.31	\$23.09
9	\$22.85	\$23.65
10	\$23.43	\$24.25
11	\$24.01	\$24.85

District Grounds Keeping Coordinator: hourly rate plus \$1.69

Because of the varying tasks involved, the District Grounds Keeping Coordinator position will not be entitled to a shift differential per Article 6, Section 4. In addition, stipend pay shall not be included when overtime is computed.

Section 2. Custodial Employees Salary Schedule.

Section 3. License Schedule for Maintenance Engineers only:

<u>Class</u>	<u>Hourly</u>
Chief	\$0.77
1st	\$0.71
2nd	\$0.64
Special	\$0.50

Section 4. Night Shift Differential. Night shift differential pay shall be paid for any time worked between 6:00 p.m. and 6:00 a.m.. Night shift differential pay shall not be included when overtime is computed.

- \$0.65 per hour for 2023-2025

Section 5. Status of Salary Schedule.

Subd. 1. These schedules are based on employment periods consistent with school calendars and other such policies relative to employment. A salary schedule shall be for the School Districts' fiscal year: July 1 – June 30.

Subd. 2. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, the employee shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed.

Subd. 3. The Board reserves the right to withhold increment advancement of any other salary increases for good and sufficient reason. Such Board action must be taken, and the employee notified in writing of the reasons, prior to June 1st or 30 days before a

salary increase is to take effect. The Union may appeal such Board action through the grievance procedure.

Section 6. Longevity Pay. Employees shall receive Longevity Pay annually based on years of service in the District as set forth below:

10 – 19 Years Completed	\$500
20 – 24 Years Completed	\$750
25+ Years Completed	\$1,000

Section 7. Basic Work Year. The work year is for 52 weeks of 40 hours per week, starting on the first of July each year. License held on the first of July determines the extra pay during that year.

Section 8. Work Days.

Subd. 1. The Normal workday shall consist of eight hours plus one-half hour lunchtime, in accordance with established lunch schedule. All employee work schedules shall provide for a fifteen minute rest period during each one-half shift. Upon mutual agreement between the employee and their manager, work schedules may be adjusted to an alternate ten (10) hour day schedule during the school summer break schedule.

Subd. 2. Employees shall not be required to take time off for overtime worked or to be worked. Employees may with the approval of their manager agree to take flex time rather than be compensated for overtime, the flex time must be used within thirty (30) days from the date it was earned.

Subd. 3. Hours worked in excess of 40 hours per week will be paid at 1.5 times the hourly rate.

Subd. 4. When an employee is called back to work for an emergency, the employee shall receive a minimum of 1 hour overtime pay or for actual hours worked.

Subd. 5. If employees are required to work on a Saturday, outside of their normally scheduled hours of work, 1.5 times pay will be paid for a

minimum of two (2) hours or all hours worked only when a holiday has taken place in the preceding Monday – Friday.

If employees are required to work on a Sunday, outside of their normally scheduled hours of work, double time will be paid for a minimum of two (2) hours or all hours worked.

Section 9. Building Lead Compensation. The stipend amount for building leads will be payment in full for duties assigned in the job description and rotation to be on-call every 4th weekend and every 4th holiday, which includes boiler checks for all building sites. Any time worked beyond boiler checks on weekends or holidays will be paid per the Union Agreement. Building Team Leads shall be entitled to all of their seniority, benefits and all other rights granted to them under the Collective Bargaining Agreement between the District and the Union. The stipend amount shall be \$200.00 per month.

ARTICLE 7 – HOLIDAYS

Section 1. Holidays. Holidays recognized and observed:

July 4th
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Day
Good Friday
Memorial Day
Juneteenth Day
Day after Thanksgiving (should an employee need to work this Holiday, the Holiday must be used before December 31st of that year or it will be lost)

Subd. 1. Eligible employees who are employed full-time during all 12 months of the year shall receive pay for each of the holidays listed above, on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above

shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Subd. 2. Part-time employees shall receive pay for each holiday listed above on a prorated basis, based on the FTE status.

Subd. 3. For those employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

Subd. 4. If the holiday falls on a Saturday, the employee shall take the holiday on the corresponding Friday; if the holiday falls on a Sunday, the holiday shall be observed on Monday.

Section 2. Hours Worked on Listed Holidays. All hours worked on holidays listed above, shall be compensated at 2.0 times the hourly rate of pay. This does not include building check.

ARTICLE 8 – PAID TIME OFF (PTO)

Section 1. Paid Time Off Schedule.

Subd. 1. Employees hired prior to July 1, 2011:

<u>Years of Service</u>	<u>Number of Days</u>
1 – 5	13
6 – 15	18
16+	23

Existing employees who get more vacation than offered above will be grand fathered in at their current rate.

Subd. 2. Employees hired after to July 1, 2011:

<u>Years of Service</u>	<u>Number of Days</u>
1 – 5	10
6 – 15	15
16+	20

Subd. 3. Each full-time employee covered by this Agreement shall be allowed to carry 40 hours of PTO into the next fiscal year.

Subd. 4. PTO usage requested over five (5) days during student contact days would need approval by site principal. Application for PTO during student contact days shall be made at least 10 days prior to the first day the employee wishes to take the PTO.

Subd. 5. The Superintendent or his/her designee shall either give approval or denial within five (5) days after a request is received.

Subd. 6. Employees may cash up to 40 hours of PTO, making such request prior to June 15th each year, as per District policy.

Subd. 7. Less than full time employees shall accrue PTO based upon their FTE status.

ARTICLE 9 – UNION RIGHTS

Section 1. Use of Facilities. The Union shall have the right to request the use of facilities, equipment, mailboxes, and interschool mail service of the District upon prior approval of the building principal; and the Board shall establish a list of charges for expendable materials. District facilities, equipment, mailboxes, or interschool mail service shall not be used for planning, discussing, printing, and/or dispersing of materials for any strikes, work stoppages, withholding of services, work slowdowns, picketing, or bannering.

District facilities, equipment, mailboxes, or interschool mail service shall not be used for planning, discussing, printing, and/or dispersing of any materials adverse to or attacking the Board or any person employed by the District in any way.

Section 2. Union Business. Representatives of the Union shall be permitted to transact organization business, other than formal meetings, on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section 3. Formal Meetings. Representatives of the Union may conduct their formal meetings on school property at all reasonable times outside the normal duty day of unit members. The Union shall schedule time and place of such meetings with the building principal.

Section 4. Organizational Meetings. The Union may use school facilities, if available for its meetings upon approval of the building principal.

Section 5. Labor Management Committee. The Union and Management shall establish a committee consisting of two (2) employee members, a representative of Local 70 and District Management to meet quarterly. The purpose of the committee will be to meet and confer on issues of mutual concern, improve communications and relationships between the Union and Management and to review and operational issues to assure quality and cost effectiveness of the department. The committee discussions are advisory in nature and do not modify the management rights provisions of state statute or Article 6 of this agreement. Meeting may be canceled with mutual agreement.

ARTICLE 10 – SEVERANCE PAY

Section 1. Severance Pay. Definition. Maintenance engineers who were employed on and after July 1, 1985 and who have completed 15 years of service.

Section 2. The amount of the severance pay shall be equal to one-half the number of unused sick leave days times the maintenance engineer's current daily rate of pay as determined by the salary schedule, exclusive of any additional compensation. Rate per day is the basic hourly rate times the normal number of hours worked per day. Only those who qualify for sick leave are eligible.

Section 3. For a maintenance engineer who qualified for severance pay and resigns while on layoff or a leave of absence, the current daily rate of pay shall be based on the employee's basic salary paid during the fiscal year prior to the first year of the leave of absence.

Section 4. Disbursement of this severance pay is to be in one lump sum or by six (6) equal monthly payments as requested by the employee.

Section 5. Employees hired after July 1, 2003 are not eligible for severance pay but are eligible for deferred compensation under the terms of Article 11 Section 6 of said agreement.

ARTICLE 11 - GROUP INSURANCE

Section 1. Board Contribution. The Board shall contribute up to the sums indicated per month towards the cost of the four group insurance plans listed below for all maintenance engineers employed by the District who qualify for, and are enrolled in, the four following District group insurance plans.

Section 2. Health/Hospitalization Insurance.

Subd. 1. Any additional cost of the premiums shall be borne by the employee and paid by payroll deduction.

Subd. 2. These benefits are available only for the four group insurance plans stated below:

	<u>July 1, 2025- June 30, 2027</u>
Health & Hospital	\$950.00 per month
Life Insurance	\$10.50 per month
Income Protection	\$10.50 per month
Dental Insurance	\$48.00 per month

Section 3. The Board shall continue contributions to health/hospital insurance for any maintenance engineer who is receiving long term disability payments. Such contributions shall be at the same rate as stated in Section 2, Subd. 2., of this Article and shall be limited to 12 months.

Section 4. Life Insurance. The following shall apply to the group term life insurance policy:

Subd. 1. Policy shall provide a \$50,000 term life insurance with double indemnity and dismemberment clause for maintenance engineers and custodians.

Subd. 2. Basic Life and Basic AD&D Insurance reduces by 8% per year upon the Insured Employee's attainment of age 65, and terminates upon the Insured Employee's attainment of age 75 or retirement, whichever is earlier.

Dependent Spouse Basic Life Insurance reduces by 8% per year upon the Spouse's attainment of age 65, and terminates upon the Spouse's attainment of age 75 or the Insured Employee's retirement, whichever is earlier.

Dependent Child Basic Life Insurance does not reduce and is terminated upon the Child's attainment of the Limiting Age or the Insured Employee's retirement, whichever is earlier.

Reference the Group Life Insurance Policy for further details.

Section 5. Long Term Disability Insurance. The District will provide an LTD benefit of 66 2/3% of the employee's annual salary. Reference the Group Long Term Disability Insurance policy for further details.

Section 6. Deferred Compensations. An employee may participate in the deferred compensation program after one (1) year of service to the District.

Upon the completion of the employees third (3) year of service the District will match up to \$1000 for each school year with no cap. Dollars contributed to deferred compensation will be deducted from the severance package.

Section 7. Less Than Full Time Employees. The Board contribution for less than full time employees who wish to join and who qualify for any of the above insurances shall be a pro rate amount based on hours of service.

Section 8. Effective Date of Group Insurance Programs. The effective date for all group insurance programs for new employees who make proper application shall be the first day of the month following thirty days of employment.

Other employees who in the past have elected not to participate in any of the group insurance programs may do so upon proper qualification as stated in the insurance contract and determined by the insurance carrier.

Section 9. Claims Against the District. It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Insurance Benefits After Retirement. For employees hired prior to July 1, 2011, the District shall contribute towards the premium of group health and hospitalization insurance plan at the time of retirement in accordance with a schedule listed below if the employee has been an employee of the District for at least fifteen (15) years prior to the time of retirement.

For employees hired after July 1, 2011, they must have been an employee for at least twenty (20) years prior to the time of retirement and reached fifty-five (55) years of age.

The District's contribution shall continue through the month in which the employee's sixty-fifth (65) birthday occurs. Effective the next month, the District's contribution shall cease. The contribution shall be based on up to the sum indicated per month in the working agreement in effect during the time of the District's contribution after retirement.

Employees hired after 7/1/2020, will receive \$50.00 per month into a Post-Retirement Health Reimbursement Arrangement (HRA) which will be held in escrow until the employee has been employed 15 consecutive years in the District and reaches the age of 50. If the employee leaves the District before attaining 15 consecutive years of employment or before reaching the age of 50, the funds will be returned to the District. During the time the funds are in escrow, the employee has the control to self-direct their HRA into any of the investment vehicles provided in the plan. They may participate in the School District's health insurance plan at their own expense.

Subd. 1. Schedule For Contribution. If upon retirement, the employee is deemed to be uninsurable by the District's insurance carrier, then the District shall make a contribution to an insurance carrier of the employee's choice in as determined in the schedule listed above.

Section 11. Survivor's Benefits. The Board shall continue the district contributions for health/hospitalization and dental insurance for the

survivor(s) of any maintenance engineer and maintenance staff who, at the time of death, was participating in these group insurance plans.

In no case shall the Board be obligated to continue the District contribution for more than three (3) months.

The surviving spouse shall be allowed to continue in the group health / hospitalization plan until the age of 65 at his/her own expense if so permitted by the plan. Surviving dependent child/children shall also be permitted to continue in the group health/hospitalization plan at their expense if so permitted by the plan.

ARTICLE 12 – LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. Sick leave is earned on the basis of one (1) day per month (12 days per year). Unused sick leave is to accumulate to 120 days for maintenance engineers.

Subd. 2. Sick leave for employees who work less than a full year and/or full time shall be credited pro rata based on the number of hours and days worked in relation to a full time employee.

Subd. 3. The Board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave.

Subd. 4. This is defined as leave granted to an employee per M.S. 181.9413.

Subd. 5. Worker's Compensation. Pursuant to M.S. 176, an employee injured on the job in the service of the District and collecting workers' compensation insurance may draw sick leave and receive full salary from the District, his/her 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 the employee's accrued sick leave.

Section 2. Bereavement Leave. Bereavement leave may be granted at full pay up to a total of five (5) days per incident for the death(s) of a spouse, child, parent/guardian, grandchild, grandparent, sister, or brother. Bereavement leave may be granted at full pay up to one (1) day for death(s) of an aunt, uncle, niece, nephew, first cousin, and the same in-laws. Up to four (4) hours of sick leave may be used for attending funerals of friends or other relatives not listed above. Any additional hours needed will be deducted from PTO, compensatory time or taken without pay.

Section 3. Military Leave. Military leave shall be granted in accordance with Minnesota statutes.

Section 4. Jury Duty Leave. A leave with pay shall be granted to any employee subpoenaed as a witness in a criminal or civil case. A leave with pay shall be granted to any employee on jury duty. All monies received from the court for the above duties shall be turned over to the District, except for expenses.

ARTICLE 13 – GRIEVANCE PROCESSING

Section 1. Definitions and Interpretations.

Subd. 1. Answer. Answer means a concise response outlining the District's position on the grievance.

Subd. 2. 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.

Subd. 3. Days. Days mean calendar days excluding Saturdays, Sundays, and legal holidays as defined by Minnesota Statutes.

Subd. 4. Extension. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 5. 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 postmark of the United States Postal Service within the time period.

Subd. 6. Grievance. Grievance means a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Subd. 7. Informal Procedure. An effort shall be made to resolve the alleged grievance informally between the Union, the employee and the appropriate employee supervisor. When the alleged grievance involves an employee's pay, the informal discussion will be between the Union, the employee, and the superintendent, thereby waiving Level I of the grievance procedure.

Subd. 8. Level I. The "Building Level" of the grievance procedure.

Subd. 9. Level II. The "District Office Level" of the grievance procedure.

Subd. 10. Level III. The "School Board Level" of the grievance procedure.

Subd. 11. Level IV. The "Arbitration Level" of the grievance procedure.

Section 2. Representative. The administrator or Board may be represented during any step of the grievance procedure by any person or agent designated by such party to act in his/her/its behalf. The employee will be represented during any step of the grievance procedure by the Union or its designee.

Section 3. Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Board's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief(s) sought within 20 days after the date the event giving rise to the grievance occurred, or through reasonable diligence should have had knowledge of the occurrence.

Subd. 1. Failure to file any grievance within such 20-day period shall be deemed a waiver thereof.

Subd. 2. Failure to appeal a grievance from one Level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 4. Adjustments of Grievance. The Board and the Association shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Subd. 1. Informal Level. Within the first 10 days of the 20-day limitation period explained in Section 3 of this Article, an effort shall be made to resolve the alleged grievance informally between the Union, the employee, and the Board's designee.

Subd. 2. Level I. During any of the 10 days after the tenth day of the Informal Level, the grievance may be reduced to writing.

If the grievance is not resolved through informal discussions, the Board's designee, as designated at the beginning of the school year in writing to the Union, shall give a written answer on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 3. Level II. In the event the grievance is not resolved in Level I, the answer rendered may be appealed to the superintendent, provided such appeal is made in writing within ten (10) days after receipt of the answer in Level I. If a grievance is properly appealed to the superintendent or his designee shall issue an answer in writing to the employee and the Union. Within five (5) days after the meeting, the Superintendent or his designee shall issue an answer in writing to the employee and the Union.

Subd. 4. Level III. In the event the grievance is not resolved in Level II, the answer rendered may be appealed to the Board, provided such appeal is made in writing within fifteen (15) days after receipt of the answer in Level II. If the grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within 15 days after receipt of the appeal. Within fifteen (15) days after the meeting, the Board shall issue its answer in writing to the employee and the Union. At the option of the Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this Level

and report its findings and recommendations to the Board. The Board shall then render its answer.

Section 5. Denial of Grievance. Failure by the Board's representative to issue an answer within the time periods provided herein shall constitute a denial of the grievance, and the Union may appeal it to the next Level.

Section 6. Board Review. The Board reserves the right to review and answer under Level I or Level II of this procedure, provided the Board or its representative notified the employee and the Union of its intentions to review within five (5) days after the answer has been rendered. In the event the Board reviews a grievance under this Section, the Board reserves the right to reverse or modify such decision, before the grievance moved to Level III.

Section 7. Arbitration Procedures. In the event that the Union and the Board are unable to resolve any grievance, the grievance may be submitted to arbitration (Level IV) 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 fifteen (15) days following the answer to Level III of the grievance procedure. Failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 2. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to select a mutually acceptable arbitrator to hear and decide on the grievance. If the parties are unable to agree on the arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five names, which shall be made up of qualified arbitrators who have submitted applications to the Bureau.

The parties shall alternately strike names from the list of five arbitrators until only one name remains, the arbitrator, who shall hear and decide the grievance.

Subd. 3. Representation. Either party may be represented at the Arbitration Hearing by such person(s) as the Board and the Union may designate.

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. 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.

Subd. 5. Decision. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A.

Subd. 6. Fees and Expenses. Fees and expenses of the arbitrator shall be shared by both parties as described in 179 A.16, Subd. 8 of the law.

Section 8. No Reprisals. No reprisals shall be taken by either party or by any member of the administration, by any party of interest, any school representative, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 14 – SENIORITY

Section 1. Probation. The first six (6) months of employment shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the District and cannot apply for any job posting. Not more than 6 days absence for any reason shall be credited for the purpose computing the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the District.

Upon transfer from one position to another, the School District shall, at its discretion, have a sixty (60) working days probationary period for the employee in the new position. Such probationary period may be extended to six (6) months by written agreement by the Union and the School District.

During such period, the employee may be returned to his/her former position for reasons, which will include inability to perform job requirements and/or meet performance standards, as determined by the School District.

Section 2. Seniority.

Subd.1. Loss of Seniority. Seniority shall be lost by any of the following:

- A. Voluntary quit.
- B. Discharge.
- C. Failure to report for work within ten (10) working days of mailing notification of recall from layoff.
- D. Layoff for more than twelve (12) months.

Subd. 2. Promotional Seniority. If an employee is assigned to a supervisory position with the School District that employee will retain their bargaining unit/classification seniority at the time of their promotion for 24 months, but shall not earn additional seniority time. The 24 months may be extended by mutual agreement of the School District and the Union but under no circumstances will the time exceed five (5) calendar years.

Section 3. Layoff.

Subd. 1. Definitions.

- Classification Seniority. The length of service an employee has served in a particular classification.
- Notification. In the event lay-off becomes necessary the School District shall notify the Union office and the employees involved at the earliest opportunity.
- Lay Off. In the event of a lay-off it shall be by classification. The employee with the least seniority in a particular classification shall be considered for lay-off first. When a position is eliminated the employee in that position shall have the right to bump (displace) any employee in the same classification with less seniority or any employee in a lower classification who has less unit seniority. An employee in a lower

classification who is laid-off shall not have the right to bump (displace) an employee with less seniority in a higher classification.

- Temporary Lay-Off. This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility or damages from natural or unnatural disasters.

Section 4. Transfers, Assignments, and Reassignments.

Subd. 1. Posting of Available Positions. Whenever a maintenance engineer position becomes available, the Board shall post, for a minimum of five (5) working days, notice of that available position. Current employees will be considered for open positions before the position is filled by an outside applicant.

When a new position or position vacancy occurs within the unit, the position opening shall be posted to all staff. Qualified employees in this unit shall have the opportunity to apply during the posting period.

Each posting shall indicate the date such notice is posted and the date the posting expires.

Subd. 2. Application for Available Positions.

Application. Maintenance engineers and maintenance staff may apply for a transfer, assignment, or reassignment to an available position provided they complete the application process prior to the expiration date of the notice.

Consideration of Applicants. The Board will consider all timely requests for transfer, assignment, or reassignment, and applications before filling any vacancy with an outside applicant, but reserves the right to make the final determination of selection of personnel for all positions.

Notification. The Board will notify the employee in writing if his/her application for a transfer, assignment, or reassignment is approved or denied as soon as the decision is made. If the application has been denied, the written notice will include the reason(s) for the denial.

Transfers. Transfers due to temporary organizational changes, difficulties in the employee's employment, and physical or mental inability to perform duties may be made by the Board for cause without the employee's consent.

If a situation should occur where there is cause for an employee to be transferred, the Board shall notify the employee involved in writing with a copy to the Union, of the specific reasons why a transfer is necessary.

Written Reasons not Subject to Grievance or Arbitration. The written reason(s) for denial of transfer, assignment, or reassignment shall not be subject to the grievance procedure nor to arbitration.

A maintenance engineer who is not granted a transfer, assignment, or reassignment for which application has been made, shall have the option of bringing the matter first to the principal(s) involved, then to the superintendent, and then to the Board.

The Board shall have the right to make the final determination the matter of transfers, assignments, and reassignments.

Section 5. Seniority List. The Employer agrees to prepare and post a seniority list covering all employees in the classifications covered by the Agreement. The seniority list shall be prepared and posted every year on July 1st. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct and not subject to change until the following July 1st.

The Union Steward shall be furnished in July of each year a current list of employees in the bargaining unit showing their date of hire and position held.

Section 6. Seniority Ties. In the event more than one employee has the same seniority date, seniority ranking shall be determined by a random drawing conducted by the Union. The School District shall have the right to have a representative present during the drawing.

Section 7. Reinstatement Rights. Only employees who have completed their six (6) month probationary employment shall have reinstatement rights.

Reinstatement shall be in the inverse order of layoff. Last laid off shall be first to be reinstated. Reinstatement rights for an employee placed on layoff shall continue for a period of twelve (12) months.

Section 8. Notification for Purposes of Reinstatement.

Subd. 1. Employee Registration. When placed on layoff, an employee shall file his/her name and address with the District Personnel office, to which recall or availability of position shall be mailed.

Proof of service by the person in the District depositing in the mail such a notice to the employee at the last known address shall be sufficient, and it shall be the responsibility of the employee on un requested leave to provide for forwarding of mail or for address change. Failure of a notice to reach an employee shall not be the responsibility of the District if any notice has been mailed as provided herein.

Subd. 2. District Notification of Position and Employee Response. If a position becomes available for an employee on layoff, the District shall notify the employee by certified mail. The employee shall have 10 days from the date of mailing of such notice to accept the re-employment. If written acceptance is not received by the Board within such 10-day period, it shall constitute waiver of the part of the employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

ARTICLE 15 - DISCIPLINE

Employees shall be disciplined according to the District's disciplinary policy. Employees shall be given the opportunity to have Union representation whenever discipline is administered.

ARTICLE 16 – COPY OF AGREEMENT

Section 1. Publication. A copy of this Agreement shall be maintained by the Superintendent for perusal by prospective employees prior to employment. A digital copy of this Agreement shall be available to each new employee at the time of employment.

ARTICLE 17 – DURATION

Section 1. Terms and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2025 through June 30, 2027, 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 on July 1, 2027, it shall give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement relating to terms and conditions of employment and supersedes any and all prior Agreements, resolutions, practices, District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the current contract form, 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 provisions thereof.

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

For: Stewartville ISD #534

For: International Union of
Operating Engineers, Local 70,
AFL-CIO

Belinda Selfors, Superintendent

Scott Marsyla , Business Manager

Chair

Michael Dowdle, President

Clerk

Kirstie Doar, Recording Secretary

Erik Andreska, Business Representative

Scott Tjepkes, Steward

Date:

Date:

EA/lr/opeiu#12
Contract/Stewartville

LETTER OF AGREEMENT

Stewartville ISD #534, hereinafter referred to as the District, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree, in addition to the Collective Bargaining Agreement reached between the District and International Union of Operating Engineers Local No. 70, for the July 1, 2023 through June 30, 2025 contract, the parties have agreed to the following terms:

WHEREAS, The District has identified a need to clarify variances in the structure of the Maintenance Engineer/Events position.

The District and the Union agree to the establishment of the Maintenance Engineer/Events position within the Maintenance Engineer classification. This position will provide building maintenance support and coverage for school activities as scheduled throughout the school year and summer months. Due to the varied school activities, this position will have a flexible work schedule and hours. Schedules will be established a minimum of two (2) weeks in advance and will have two (2) unscheduled days off per week. This new position shall follow the current Collective Bargaining Agreement for all other wages and benefits with the only exceptions being stated above. This position will be in effect until June 30, 2027 or until such time as the District and the Union have met to discuss alternate considerations.

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

For: Stewartville ISD #534

For: International Union of
Operating Engineers, Local 70

Belinda Selfors, Superintendent

Scott Marsyla, Business Manager

Erik Andreska, Business Representative

Scott Tjepkes, Steward

Date:

Date:

EA/lr/opeiu#12