

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 712

MOUNTAIN IRON, MINNESOTA

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 453

JULY 1, 2021-JUNE 30, 2023

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AGREEMENT

This Agreement, entered into between Independent School District No.712, Mountain Iron-Buhl Public Schools, Mountain Iron, Minnesota, hereinafter referred to as the "District" and Local Union No.453 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section A.

The District hereby recognizes Local Union No. 453, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, as the duly authorized representative for collective bargaining purposes of the employees of Independent School District No. 712, in the unit of regular full-time and part-time employees working fourteen (14) hours or more per week. This unit is to be composed of all employees of Independent School District No. 712, Mountain Iron-Buhl Public Schools, Mountain Iron, Minnesota, excluding those public employees within the meaning of Minnesota Statutes 179.01-179.25.

Section B.

The District shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflict with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, age, color or political belief.

ARTICLE II INTENT AND PURPOSE

Section A.

It is the intent and purpose of the parties to promote and insure harmonious relations, cooperation and understanding between the District and its employees; to encourage economy of operations and the protection of property; to establish (where possible) standard hours of work, rates of pay, and working conditions. The District pledges considerate, courteous and fair treatment, and the employees, directly and through their Union, pledge the District loyal, honest and efficient service.

Section B.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the District of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE III RIGHTS OF MANAGEMENT

Section A.

The Union recognizes that the 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 District, its overall budget, to determine size and direction of the work force; to plan, direct and control all operations

and services of the District; to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; and all management rights and functions not expressly delegated in this Agreement are reserved to the District.

Section B.

The Union recognizes that all employees covered by this Agreement shall perform the services and duties of the District as prescribed by the District and shall be governed by the District's rules, regulations, directives and orders issued by the District, provided such rules, regulations, directives and orders are not inconsistent with the provisions of the Agreement.

ARTICLE IV
CHECKOFF OF DUES

Section A.

The District agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 453 which are the Union dues. Deductions will be made from the payroll period at the end of each month, and the total dues will be delivered to the Council 65 office. Deductions may be terminated by the giving of ten (10) days written notice to the District or upon termination of employment. In addition to dues Checkoff, the District shall deduct from the paycheck of an employee any other Union approved and employee authorized deduction.

Section B.

All employees in this bargaining unit who are not members of the Union shall be required to contribute through payroll deduction to a maintenance of service fee per month as determined by the Union in accordance with Minnesota Public Employment Relations Act, as amended.

Section C.

The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Checkoff provision of this Agreement or reliance upon any list, notice or assignment furnished under any such provisions.

ARTICLE V
LOCKOUTS AND STRIKES

Section A.

The District will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

Section B.

In accordance with the provisions of Minnesota Statutes, the Union, its officers or agents, or any of the employees covered by this Agreement shall not cause, instigate, encourage, condone, engage in or cooperate in any strike, slowdown, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment, regardless of their reason for so doing.

In the event of such action by any employee subject to this Agreement, the Union agrees that its officers, employees and agents shall immediately make its best *effort* to cease such conduct

ARTICLE VI
NOTIFICATION OF OFFICERS

Section A

The Union agrees to notify the District of their elected officers and any changes affecting same, as well as the names of the current grievance committee. The grievance committee shall consist of three Union members.

ARTICLE VII
WAIVER OF BARGAINING

Section A

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercising that right are set forth in this agreement. Therefore, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargaining collectively with any subject matter not referred to specifically or not covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either party at the time this Agreement was negotiated or executed.

ARTICLE VIII
EMPLOYMENT CATEGORIES

Full-Time: An employee who is scheduled for thirty-five (35) hours or more per week for twelve months, eleven months, ten months or school year in one classification.

Part-Time: An employee who is scheduled for and usually works less than thirty-five (35) hours per week but more than fourteen (14) hours per week.

Temporary: An employee who is hired for a specific length of time, full or part-time.

Summer Temporary: An employee scheduled to work when school is not in session during the summer.

Casual: If your work is unscheduled and periodic.

ARTICLE IX
HOURS OF WORK

Section A.

Starting and quitting times shall be established by the District so long as they do not conflict with the terms of this Agreement.

Section B.

Effective July 1, 2006, the normal hours of work for all regular employees shall be eight (8) hours per day and forty (40) hours per week. Regular employees shall be provided a twenty (20) minute unpaid lunch break during the school term. During the summer work schedule, the employees shall work an eight-hour day including a 20 minute paid lunch period. Regular employees who are employed as of July 1, 2006 shall not have their benefits reduced as a result of the implementation of this language on July 1, 2006. This provision, however, shall not limit the District's ability to determine the number and daily hours of positions in the future. Employees unable to take a duty free lunch shall be paid for their lunch time at the appropriate rate when such time has been approved by the employee's supervisor or designee.

Section C.

Insofar as possible, the employee shall contact the District within at least one (1) hour prior to the start of the a.m. shift, two (2) hours prior to the p.m. shift, giving the reason for absence and the probable length of absence.

Section D.

Nothing in this Agreement shall constitute nor shall it be construed to be a guarantee of any specified amount of work per day or week.

Section E.

Employees are expected to be at their working stations and ready for work at the beginning of their shift. Repeated and unexcused tardiness or leaving early may be grounds for dismissal. If an employee knows they will be late or absent, they must notify their immediate supervisor at least one (1) hours prior to the start of their a.m. shift, two (2) hours prior to the p.m. shift. Failure to report to work within a 24-hour period without notifying the school will be considered a voluntary quit. However, an employee with a bonafide reason for not calling will be reinstated without any break in continuous service.

Section F.

The Board reserves the right to vary scheduling in order to meet special needs of the District.

ARTICLE X
PROBATIONARY PERIOD

Section A.

All newly hired employees shall be placed on a probationary status for a period of ninety (90) working days. During this period, their performance shall be evaluated to determine their continued service with the District.

During the probationary period, employees may be terminated by the District without just cause and without the same causing a breach of this Agreement or constituting a grievance. Nor shall probationary employees be entitled to vacation, holiday benefits, life insurance, personal days, bereavement leave or the grievance procedure as defined in Article XVII, Grievance Procedure.

ARTICLE XI
HOLIDAYS

Section A.

All eligible employees shall receive the following paid holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Easter Monday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
President's Day	Christmas Day
Friday of Teachers Convention	Employee's Birthday
Independence Day	

Section B.

In order to qualify for holiday, pay, the employee must have completed their probationary period, work an average of more than fourteen (14) hours in the previous calendar quarter, be on the active employee roster, and have worked the last scheduled work day prior to and the first scheduled work day after the holiday, unless he/she is on approved paid leave. In order to be eligible for the Memorial Day holiday an employee must be scheduled to work the Friday before and the Tuesday immediately following the holiday unless he/she is on approved leave.

Holiday pay for part-time employees is to be on a pro-rated based on the total hours worked divided by the number of school days in the previous quarter which will determine the number of hours paid.

Employees who are on a temporary layoff status over the summer shall not be entitled to the Labor Day holiday. However, unless an employee is called back to work any time in the week before Labor Day and works the day after Labor Day, they shall receive pay for the Labor Day holiday. A call back shall not include a workshop/seminar of less than four (4) hours.

Section C.

When a paid holiday falls on a Sunday, it shall be observed on the following day. When a paid holiday falls on a Saturday, it shall be observed on the preceding day. Holidays on Saturday or Sunday will not follow the previous observed days when school is in session prior to or after the holiday. The days will be on non-scheduled student days.

Section D.

Any qualified employee required to work on any of the preceding holidays shall, for all hours worked, receive time and one-half (1-1/2) rates of pay, plus holiday pay.

ARTICLE XII
VACATIONS

Section A

All full-time employees shall be granted annual vacation with pay as follows:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
6 months (prior to June 1)	1 week
1 year	2weeks
7 years	3weeks
10 years	4weeks
18 years	5weeks
25 years	6weeks

A vacation year shall be defined as a fiscal year, July 1 to June 30th. When the 7th, 10th and 18th year falls within the vacation year and employee will receive three (3) weeks or four (4) weeks of vacation as the case may be. An employee shall be entitled to use the extra week vacation any time within the fiscal year. However, payment for the extra week of vacation shall be paid on or after the employee's anniversary date. All employees working less than full-time or employees working half time or more shall be granted annual vacation on a pro rata basis using forty (40) hours per week or 2080 hours per year. Vacation allowance is to be pro-rated based on regularly scheduled hours at the beginning of the fiscal year based on anniversary date and shall be recalculated if an employee's permanent schedule changes. Pro-rations for less than full-time will not include additional hours worked beyond regularly scheduled hours.

Section B.

When a paid holiday falls during an employee's vacation period, he/she shall receive an additional day of vacation on a work day mutually agreed upon with the Superintendent of Schools or his/her designee.

Section C.

From April 1 to April 15 of each calendar year, department head will meet with all employees entitled to vacation, and from such consultation, a working schedule for vacation periods shall be established. In determining vacation schedules, the wishes of the employee shall be respected as to the time of taking vacation, it being understood that vacations may be taken during the year on a limited basis. In every case, the time of vacation and the number of employees on vacation at any one time shall be a final determination to be made by the Administration. Seniority rights will prevail in the selection of vacation time when an agreement cannot be reached among the employees themselves. No carry over from year to year.

Section D

The value of any unused vacation at the time of retirement shall be contributed to the employee's MSRS PRHCSP established for such purpose.

ARTICLE XIII
LEAVES OF ABSENCE

Section A. Sick Leave

Employees will be credited with their sick leave totals according to contract quarterly each year based on their contract. In the event that an employee exhausts their accumulated sick leave during the quarter, upon proof, shall have any additional days needed deducted from future leave earned. All regular employees working less than full-time, but more than fourteen (14) hours per week, shall be credited with sick leave on a pro rata basis. The pro-ration shall be based on the regularly scheduled hours at the beginning of the fiscal year or start of the school term and shall be recalculated if an employee's permanent schedule changes either up or down. At the end of the school year sick leave shall be recalculated based on the total hours worked and any additional credit will be added to the employee's total accumulation.

In the event that an employee is at the maximum accumulation of 180 days on July 1 or at the start of the school term they shall be credited with the additional yearly allotment if they use sick leave but at no time shall the credit exceed 180 days.

When an employee reaches the 135-day accumulation, he/she shall be allowed ten (10) additional days each year to accumulate to a maximum of 180 days.

When an employee reaches 140 days accumulation or more, they may elect to be paid for two sick leave days at the rate of \$60.00 per day, after July 1st of each year, provided they have not used any sick leave during the previous fiscal year. If an employee uses one or less sick leave days during the previous fiscal year, they shall be paid for one day of sick leave at the rate of \$60.00 per day. If they use more than one day of sick leave in a fiscal year, they shall not be entitled to any additional pay.

New employees shall be allowed unpaid sick leave and the days will not count toward the probationary period. Upon completion of the probationary period, sick leave earned shall be calculated back to the date of hire.

Section B.

The District may require satisfactory evidence due to personal illness or injury. Absences of a serious or contagious nature must have written approval from their physician to return to work.

Abuse of sick leave will be considered just cause for discipline as established by this Agreement (Discipline Provision).

Section C. Emergency Leave

Two (2) working days may be granted when properly requested of the Superintendent of Schools. Request may be made by telephone and later confirmed in writing. Days to be deducted from Sick Leave.

If an employee becomes ill and is unable to report for work, the employee should contact the District as soon as possible. In no case should the employee contact the District later than one (1) hour prior to the start of their shift.

As per Minnesota Statute 181.9413, employees shall be allowed to use 160 hours (20 days) of leave per year for illness or injury which requires the employee's attendance for reasonable period of time to the employee's child, adult child, spouse, sibling, parent, grandparent or step-parent. In the event the

employee has exhausted their leave accumulation, the employee shall be granted the time without pay, without prorated daily benefit cost for each day to be deducted from next/future paycheck(s)

Section D. Birth of Child

One (1) day off with pay shall be allowed any employee on the day of the birth of their child. Payment for this section is only applicable if they fall on a work day. The day to be deducted from Sick Leave.

Section E. Bereavement Leave

Starting with the day after actual death, a maximum of five (5) consecutive days off with pay for regular work days missed shall be allowed an employee in his/her immediate family, except that two (2) additional days will be allowed, without pay, when travel is required outside a 100-mile radius of Independent School District 712 boundaries. Immediate family shall be defined as wife, husband, brother, sister, son, daughter, father, mother, grandparents, grandchildren of the employee or his/her spouse.

Subd. 1. If an employee is required to serve as a pallbearer, he/she shall be granted one (1) day of leave of absence with pay to be deducted from sick leave.

Subd. 2. One paid bereavement leave day per event for someone not on immediate family list with identification of deceased and relevance to employee pending Superintendent approval.

Section F. Personal Leave

Subd. 1. Days A full time employee shall have available one (1) day per year, non-accumulative, for personal leave with pay, for situations that arise requiring the employee's personal attention which cannot be attended to when the employee is scheduled for work and which is not covered under other provisions of the Agreement. Personal leave must be taken in a minimum of two (2) hour increments.

Subd. 2. Requests. Requests for personal leave must be made in writing to the Superintendent of Schools at least three (3) days in advance except in the event of an emergency

Subd. 3. Holidays. A personal leave day shall not normally be granted the day preceding or the day following holidays or vacations and the first and last days of the school year.

Subd. 4. Restrictions. The number of personal leaves granted during the same periods of time shall be limited by the ability of the School District to function effectively.

Subd. 5. Approval. Approval will be at the sole discretion of the Superintendent of Schools and such decision shall not be grievable.

Section G. Union Activities

Subd. 1. Any employee elected by the Union to represent such Union at International, State or District meetings which require his/her absence from duty shall be granted the necessary time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the District. Vacation time may be allowed for this purpose.

<u>Type of Meeting</u>	<u>No. of Delegates</u>	<u>Maximum Time Allowed</u>
International		9 calendar days
State Federation		7 calendar days
State Council 65		2 working days

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted through the Superintendent of Schools. They may be required to make up lost time at regular shift pay rate.

Section H. Leave Without Pay

Under no circumstance will leave without pay be granted unless approved by the Superintendent. Days missed that can't be covered by sick, personal, Birthday holiday, vacation or compensatory time will be subject to disciplinary action according to provisions in Article XVIII. If leave is allowed, pro-rated daily benefit cost will also be subtracted from next/future paycheck(s).

Section I. Minimum Leave Requests

All leave requests must be minimally 1 hour increments.

ARTICLE XIV
SENIORITY

Section A.

Seniority standing shall be granted to all employees working more than fourteen (14) hours per week. The standing is to be determined on the basis of total length of employment working in a bargaining unit position for Independent School District No. 712. Employees shall be placed on the seniority list after completion of their probationary period. Seniority is to be counted from first day of employment, including the probationary period. Seniority is to be counted from the first day of employment in a bargaining unit position including the probationary period.

Section 8.

An employee shall lose his/her seniority standing upon voluntary or involuntary resignation from employment with the District.

Section C.

In case of a transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing. Employees transferring to a classification with lower pay shall be paid that lower rate of pay.

An employee transferring from one classification to another shall be placed on a probationary period of up to ninety (90) days in which either Administration or the employee can evaluate performance. If, in the opinion of either, the employee is not suited for the job, or in the case where the employee feels the job is not suited for him/her, he/she may be transferred back to original or similar job with the same rate of pay.

Section D.

The seniority of an employee who is absent due to personal illness will not be broken or terminated because of such absence for a period of two (2) years. This period may be extended by mutual agreement of the District and the Union.

Section E.

Seniority lists shall be brought up to date by January 1st of each calendar year and posted on employees' bulletin board. A copy of the seniority list shall be sent by mail to the President of the Union.

Section F.

Notices of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees, on a district wide basis, shall be given seven (7) calendar days' time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she meets the minimum qualifications necessary to perform the duties of the job involved. The School District will develop and determine the criteria and minimum qualifications for the position. Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the rate of pay and the hours to be worked. Posting shall also include minimum qualifications and the type of test that will be used to determine the minimal qualifications. As the skill sets change due to advanced or new technology, the minimal qualifications may change according to updated job descriptions. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure.

A successful job bidder shall be precluded from bidding on another job for a minimum of six (6) months. This provision can be waived by mutual agreement between Administration and affected employee.

Section G.

Temporary vacancies may be filled by senior qualified employees. In the event said vacancy has a higher rate of pay, qualified employee filling such vacancy shall receive such higher rate of pay. When such an appointment is made, it shall be in writing from the Superintendent.

Section H.

In the event an emergency occurs in any area of operations, as determined by the Administration, the District retains the right to hire needed temporary personnel, provided said temporary personnel do not infringe on any regular scheduled overtime. If the temporary position exists for more than ten (10) days, it shall be made available to the senior qualified employee.

Section I.

In the case where an employee is disqualified for any reason in his/her position of work, or in the case of a reduction of force or the elimination of a position, a senior employee may exert his/her seniority preference over a junior employee in any classification of work, provided he/she meets the minimum necessary qualifications to perform the duties of the job involved. Employees "bumping" a junior employee shall be paid at the rate for the position as per the AFSCME Contract.

Section J.

The District agrees to hire people who are temporarily laid off (providing they qualify) in preference to others for any summer work which might be necessary. Effective September 1, 1998, for employees

who are normally laid off during the summer and who are not otherwise gainfully employed, the District will continue to pay health insurance premiums for June, July and August at the same monthly amount as they were paying each employee prior to the summer layoff.

Section K.

Summer temporary bargaining unit employees shall accrue sick leave and vacation based on hours worked, however, they shall be compensated only for hours worked or vacation not for sick leave.

ARTICLE XV
LAYOFF AND RECALL

Section A. Lay Off

When it becomes necessary through lack of work or funds, or for other causes for which an employee is not at fault, to reduce the number of employees within this bargaining unit, the following procedure shall apply:

- 1) All temporary and part-time non-bargaining unit employees shall be laid off before bargaining unit employees.
- 2) If additional layoff is required, the Superintendent shall designate the department(s) in which such reductions are necessary.
- 3) The least senior employee in that department shall be the first laid off.
- 4) All bargaining unit employees who are on layoff status or have had hours reduced shall have an opportunity to receive all extra bargaining unit work available by notifying administration of the desire to perform the work. No casual or employees outside the unit will continue to work until after bargaining unit employees have had notification to perform the work.

Note: Once committed to perform extra work, failure to do so shall be treated the same as failure to perform regular work.

When laid off, such employee may replace a less senior employee in another department, provided he/she has the qualifications and skills necessary to perform in that capacity. If deemed qualified by the Superintendent, that employee shall then be placed in that position at the rate of pay for the position as per the AFSCME labor agreement.

Section B. Recall

- 1) When it becomes necessary to recall employees from layoff, employees shall be recalled in the inverse order of layoff, provided the employee is qualified for the position available.
- 2) Upon recall, if an employee refuses to accept an appointment available, his/her name shall be removed from the recall list and deemed a voluntary quit.

- 3) Employees shall have ten (10) working days in which to return to work upon being recalled. Failure to do so shall constitute a voluntary quit. (May be waived in cases of extenuating circumstances.)
- 4) Recall rights shall cease three (3) years after an employee is laid off and thereupon such employee shall be deemed separated from employment.
- 5) Recall notices shall be in writing and sent to the employee's last known address by certified mail. Employees are required to notify the District of any address change.
- 6) Any permanent full time employee prior to July 1, 1990, who is subsequently laid off due to a reduction in force and is subsequently forced to part-time status will get a minimum of two (2) hours pay for any work offered.

ARTICLE XVI
MOONLIGHTING

Section A.

Employees of the District, while employed, will be precluded from taking on other jobs with different employers if such job may have the effect of conflicting with scheduling, goals or mission of the District, unless prior permission is received in writing from the District. Any employee violating this provision will be separated from his/her service with the District.

ARTICLE XVII
GRIEVANCE PROCEDURE

The District and the Union shall attempt to adjust all grievances which may arise by virtue of these regulations or otherwise in the following manner:

- a) First, an effort shall be made to adjust the grievance between the employee or his representative and the foreman or department head.
- b) In the event no settlement is thereby reached, the grievant must, within ten (10) calendardays of the alleged grievance (thirty (30) days in the case involving pay) reduce the grievance to writing. The grievant or his/her representative shall meet with the Superintendent in an effort to resolve the grievance.
- c) In the event no settlement is reached in step (b), the District shall grant a formal hearing on the matter, provided they receive written notice within ten (10) days after step (b) in this Article. The District shall schedule a hearing at their next regularly scheduled board meeting. The Board decision shall be reduced to writing and forwarded to the Union.
- d) At this step the parties, by mutual agreement, may request a grievance mediation hearing that will allow the Bureau of Mediation Services an opportunity to hear the issue and help mediate a settlement. The parties recognize that the mediator does not have the authority

to order any settlement, but serves as a neutral trying to bring the parties to resolution short of arbitration.

- e) If the grievance cannot be resolved through the procedures outlined above, the Union and the employee reserve the right to submit the grievance to an adjustment panel as provided by Minnesota Statutes. Such action must be in writing and submitted within thirty (30) days after receiving the District's written answer as outlined in step (4) above.

Both parties hereto agree that an arbitrator's authority, although binding to both parties, is limited to the actual grievance and has no power to amend, modify, ignore, add to or subtract from the provisions of the existing agreement. In addition, the ruling of the arbitrator may only affect the grievance arising out of and during the term of this agreement.

- g) Duly authorized representatives of the Union shall have the right to accompany the Union Grievance Committee at all times in the discussion or adjustment of grievances.

ARTICLE XVIII DISCIPLINE

The purpose of this Article is to provide for the disposition of cases involving disciplinary action including suspension or discharge.

Section A. Verbal Warning

Verbal warnings shall be considered a disciplinary action only when an employee receives a warning for any minor offense within a calendar year. Any verbal warning placed in an employee's file must be labeled "verbal warning".

Section B. Written Warning

If the District feels an action, or lack of action, or violation by an employee justifies a written reprimand, such warning shall be placed in the employee's file with a copy to the employee and a copy will only be sent to the Union representative with the employee's consent. A verbal warning doesn't need to precede a written warning.

Section C. Suspension

An employee may be temporarily suspended, without pay, for just cause. The employee will be notified of the reason(s) for his/her suspension in writing at the time of suspension, with a copy to the Union representative. If an employee feels the suspension was without just cause, he shall have the right of appeal through normal grievance procedure, provided such appeal is filed in writing within ten (10) calendar days of the date of suspension. If it is then determined the suspension was unjustified, the employee shall be reinstated without loss of pay for the suspension.

Section D. Discharge

The District shall not discharge any permanent employee without just cause. Any such affected employee will be notified of such action in writing stating the reasons for discharge, with a copy to the Union representative. Such action is subject to the normal grievance procedure provided the grievance is filed within ten (10) calendar days of such action. If a hearing is requested, the employee will have his/her

salary suspended while investigation and actual hearing takes place, but his/her name will not be removed from the District's list until an outcome is reached. If the employee is not reinstated, his/her name will then be removed from employee status and termed separated for just cause.

ARTICLE XIX
SALARIES

Section A

- 1) All employees covered under this Agreement shall receive an increase of:

Grid Update effective July 1, 2021
\$.35 effective July 1, 2022

- 2) All employees covered under this contract will follow the salary schedule outlined in Addendum A-1 and A-2, which reflect the increases outlined in number 1 above.

Section B.

All employees covered under this contract will be paid on the last day of each month and on the 15th day of each month, unless those days fall on a Saturday, Sunday or holiday, in which case that pay day will be the last work day previous. It is further understood that on this basis there will be an approximate 15 day waiting period for employees required to turn in time cards. Employees must turn in their time cards within two (2) working days from the close of any pay period. Full-time 12 month employees are paid in 24 equal installments annually.

Section C.

All employees shall receive payroll information by ESS.

ARTICLE XX
OVERTIME

Section A

Overtime shall be worked only with the approval of the Superintendent of Schools or his/her designee.

Section B.

During the summer months when school is not in session, the District may schedule bus driving employees to drive in excess of the normal hours of work for recreation programs, band practices, or trips.

Section C.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at 1-1/2 times the regular classified rate of pay at the end of each pay period in accordance with the Federal Fair Labor Standards Act. It is further understood that all full time employees, regardless

of classification, who desire to work overtime hours, shall be called on to work such overtime hours in accordance with their ability and qualifications. It is further agreed that the Administration shall make every effort to rotate and distribute overtime hours as equally as possible among all full time employees in the District who desire to work overtime hours.

Section D.

- (1) Overtime for janitors doing officially assigned maintenance work shall be paid at the maintenance rate of pay.
 - a. All bargaining unit employees who are scheduled less than forty (40) hours per week shall waive the over eight (8) hour overtime provision in Section C of this Article.

- (2) Additional Hours of Work for Transportation
 - a. Driving for extra-curricular bus runs will be offered by seniority to part-time employees who are scheduled for less than forty (40) hours per week.

 - b. Once all bargaining unit transportation employees have reached forty (40) hours, they shall be given the option to take the overtime bus runs as compensatory time off. Effective July 1, 2017, compensatory time off can be accrued to a maximum of 240 hours after which an employee shall be paid for all overtime worked. Employees who currently exceed 240 hours shall use excess hours or shall be paid at the appropriate rate on the above date.

 - c. Driving for extra-curricular runs will be offered by seniority to bargaining unit employees who are scheduled for less than forty (40) hours per week. These employees shall be given opportunity to take extra-curricular runs before using casual or temporary employees. District has the right to assign runs to drivers, so the additional hours do not knowingly put the driver into overtime status. If overtime is unavoidable, the assignment shall not exceed two hours of overtime per week. Employee can choose any route as long as it does not put them into overtime.

 - d. Bus drivers assigned to an overnight event on weekdays shall receive 8 hours of straight time pay and 1-1/2 times straight time pay for all additional hours until the bus is parked for the evening. In the event that the trip carries over to a Saturday, the driver shall receive 1-1/2 time straight pay for all hours on Saturday.

Note: Extra hours shall not be construed as regularly scheduled.

The intent of the above language is not to exclude casual employees from the bargaining unit or to arbitrarily hold employees to less than fourteen (14) hours per week.

Section E.

It shall be the policy of the District to assign, when feasible, regular bus drivers who are employed at least fourteen (14) hours per week with the District, to drive school buses for all extra-curricular activities.

School buses referred to in this case will involve vehicles with a ten (10) or more passenger rating. It is not the intent of this Article to create overtime work. Parties agree that the District may contract for a charter bus for future state playoff games beyond Section Finals.

Section F.

Any employee called out for building checks on weekends and holidays shall receive a minimum of two (2) hours call out pay.

Section G.

The District shall have the right to call in substitutes and/or temporary employees whenever a temporary vacancy occurs wherein the District did not get at least a 36-hour notice of same. For purposes of this Article only, temporary vacancies shall mean the filling of that shift for one day only.

Section H.

In case of building operation failure, the maintenance person of that building will be called out, prior to going to the overtime board. If assistance is needed, the other maintenance person will be called in prior to going to the overtime board if that person's skills, licensure and training are needed. If no special skills, licensure or training are needed the overtime board will be used. In the event of a disabled bus the mechanic and mechanic helper if necessary will respond.

ARTICLE XXI
SHIFT DIFFERENTIAL

Section A.

Effective July 1st 2017 upon ratification a \$.45 per hour wage differential shall be paid to all employees for work performed on the afternoon shift (3:00p .m. to 11:00 p.m.) in addition to their regular salary.

Any shift that has been changed so that it laps into the 3:00p.m. to 11:00p.m. shift shall receive the shift differential for that part of the shift beyond 3:00p.m. This provision does not apply to positions that normally are day shift with a later starting time, nor for any individual who requests an hours change.

ARTICLE XXII
REPORTING AND CALL OUT PAY

Section A.

In the event an employee is called out for work outside of his/her regular scheduled work day, he/she shall receive a minimum of two (2) hours pay.

Interpretation of Call Outs:

Section B.

A call out shall be defined as any time an employee is called to work before his/her regular scheduled day starts or after he/she has gone home on the completion of a scheduled work day, or is called or scheduled to work outside of a normal work week such as Saturday, Sunday or holidays. Continuing to work without a break in time beyond a normal scheduled may be considered as overtime, but not as a call out.

For all hours on any call that actual duty is performed, those hours shall be computed and calculated as overtime, and the applicable rates shall apply. However, for all hours paid and service not rendered, recognized as premium pay on call outs, such hours shall be paid at the straight time classified rate of pay.

ARTICLE
XXIII
INSURANCE

Section A.

The District shall provide and pay the entire premium for a group term life insurance program offering \$20,000.00 coverage for each active employee and \$1,000.00 retiree coverage at age 65. An optional \$20,000.00 will be available from the carrier providing 51% of the group of employees elects to buy such coverage. Pro rata for part-time employees at that status as of July 1, 1987. Any part-time employee hired after July 1, 1987 shall not be covered by this Section.

Full time employees as of July 1, 1987 who are subsequently placed on part-time status, shall have the basic \$20,000.00 coverage premium paid in full while employed by this District.

Section B. Health Insurance (VEBA 835 \$1,850/\$3,700) Effective September 1, 2017

Effective July 1st 2017, The District will pay 100% of the monthly premium to a maximum of \$1000; effective July 1, 2018 contributions shall increase to \$1,100 and the District will pay 80% of the yearly deductible for single coverage for full-time employees. The employee shall be responsible for 20% of the yearly deductible.

Effect July 1, 2017 the District will pay \$1,200 toward the monthly premium for family coverage and 80% toward the deductible for family coverage. The employee shall be responsible for 20% of the yearly deductible.

50% of the deductible shall be placed in the individual accounts on September 1st of each school year and 50% of the deductible placed in the individual accounts on March 1st of each school year. In the event of a hardship the individual can apply for the additional deductible prior to March 1st.

The District will pay a maximum of 90% of the premium rates in affect above and 80% of the yearly deductible rates for all employees working an average of twenty (20) hours per week but less than full time (as defined in Article VIII) for either single or family coverage.

If the employees of the same family employed by the District are both eligible for insurance the district shall pay an equal amount depending on the categories above but not to exceed the cost of the monthly premium as determined above. If the employee is part-time, the District's additional contribution shall be pro-rated as per the contract formula.

Employees shall have the opportunity to flex pre-tax dollars to a flexible spending account.

The district shall pay the monthly fee to administer the VEBA accounts.

Section C.

Life insurance and hospital and medical coverage shall be paid for and provided, as stipulated above, for all employees of the District during a probationary period and during periods of sick leave, vacation and in cases where an employee is covered under the Worker's Compensation Act for the entire period of such injury. The exception would be life insurance coverage during probationary period as it shall not be paid for or provided, as stipulated above, by the District.

Section D.

Upon retirement, the District shall contribute \$300 per year until the employee reaches Medicare eligibility at which time the contribution shall cease. This amount shall be placed in the employee's MSRS PRHCSP established for such purpose.

For the purpose of this Section, a retiree shall be defined as any employee who qualifies for retirement under Public Employee Retirement Association (PERA) guidelines.

Section E.

The District shall pay the premium up to twenty (20) dollars per month for income protection or disability insurance for all employees working on average of twenty (20) hours or more per week.

Section F.

Effective July 1 2017 or as soon as possible after ratification the district shall contribute \$35.00 (thirty-five) per month toward single dental coverage and \$65.00 (sixty-five) a month toward family dental coverage.

ARTICLE XXIV
RETIREMENT

Section A.

An employee upon retirement shall receive the following severance based on unused sick leave:

60% after 15 years
70% after 20 years
80% after 25 years
100% after 30 years

The above amounts shall be contributed to the employees' Minnesota State Retirement PRHCSP established for such purpose.

All other benefits, such as vacation, compensation time, and any other unused leave are included in the savings plan. This leave shall be paid out in full.

Because of the PERA rules, the payment shall be made during the month following the effective date of retirement and shall be in one amount.

Retirement under this Section shall be defined as eligible for retirement under PERA guidelines.

In the event of an employee's death, severance pay shall be paid to the employee's beneficiary or estate.

Section B.

An employee retiring or terminating employment with the District shall give the School Superintendent a fourteen (14) day written notice of intent to quit or retire, whenever feasible. However, any employee failing to give proper written notice shall forfeit any accumulated vacation or severance pay.

ARTICLE XXV
GENERAL PROVISIONS

Section A.

Full-time employees are to be granted a fifteen (15) minute coffee/rest period during each one-half shift.

Dues shall be paid for any building principal's secretary who chooses membership in either the Minnesota Association of Educational Office Personnel (MAEOP) or the Minnesota Association of Secondary Principals (MASP).

Section B.

All employees to be paid hourly based upon duties performed during a shift.

Section C. Emergency Closings

In the event of an emergency closing, snow day or school being closed for some other unforeseen reason, employees shall be paid for the day. If required to work, an employee will receive another day off with pay. In the event, for any of the above reasons, school is closed during any part of the normal school day, employees shall be required to work until the end of their shift.

Section D. Meal Allowances

Meal allowances shall be allowed for all eligible full time employees who attend a school sanctioned meeting, workshop or drive an activity bus ten or more hours per day. Part-time employees shall work ten continuous hours per day to be eligible for reimbursement in the following manner:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00

An employee may choose to combine the meal allowance into one meal not to exceed the combine amount of the eligible meals.

While working ten or more continuous hours in the District, one meal not to exceed \$-15.00 shall be allowed.

Employees shall be required to turn in receipts to be eligible for reimbursement.

Should the District increase meal allowances by way of policy change, it shall supersede this provision of the agreement. If the District decreases meal allowances by way of policy change employees covered by this agreement shall be held harmless."

Section E. Bus Driver Physicals

The District will pay 100% of bus driver physicals.

Section F. Van Driver Rate of Pay

For any employee assigned to van driving duties, who does not hold a Class "B" license with a bus driver's endorsement, the employee will be paid the bus driver rate of pay or \$1.00 per hour above their regular rate of pay, whichever is less, for all hours assigned to van driving. For any portion of an hour the employee shall be paid the additional \$1.00 per hour or the bus driver rate. For any employee of the District who is assigned van driving duties, who holds a Class "B" license with a bus driver's endorsement, the employee shall be paid the bus driver rate of pay or their regular rate of pay, whichever is greater for all hours worked, including van driving.

Section G. Sub Calling Rate Of Pay

An employee providing sub calling duties at the elementary or high school shall receive \$1671 for 9 months for 2029-2021 school years.

Section H. Secretary Substitute

Any clerical substitute must meet minimum requirements for clerical (secretary) as stated in job description. In the event of the secretary's absence, the order in which the position will be covered will be as follows:

- 1.) Secretary substitute will be called from secretary substitute list.
- 2.) Any paraprofessional who has passed the secretary test will be offered the substitute position with secretary pay if, and only if, a substitute for said paraprofessional shift has been obtained.
- 3.) A paraprofessional who has not taken or passed the secretary test will be offered the substitute position if, and only if, a substitute for said paraprofessional shift has been obtained and employee will receive normal rate of pay.

Section I. Paraprofessional Assignment

The Superintendent will make contact with paraprofessionals by seniority on

available work assignments for the following year for their preference(s). The District retains the right of assignment but will try and accommodate employee preference in the best interest of the child(ren) and the District. In the case of a potential mid-year change, the Superintendent and Special Education staff will meet with the affected employees and their Union representative prior to making any changes to employee work assignments. In all steps of this process, student data and privacy will be observed.

Section J. Principal's Secretary Number of Days Worked

The Principal's Secretary shall work 210 days per year. Days will be determined between administration and employee.

ARTICLE XXVI
DURATION OF AGREEMENT

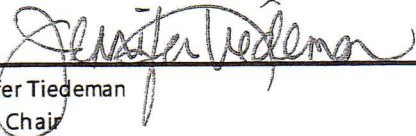
This Agreement shall continue in full force and effect until June 30, 2021 and from year to year thereafter unless either party shall give notice sixty (60) days prior to the expiration date of a desire to terminate or amend said Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

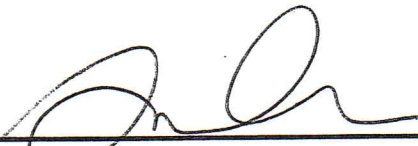
Dated: 08/23/2021

INDEPENDENT SCHOOL DISTRICT #712
MOUNTAIN IRON, MINNESOTA


LOCAL #453 AMERICAN FEDERATION
OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO

X 


Jennifer Tiedeman
Board Chair

X 

Amanda Metsa
Staff Representative

X 

Lisa Kvas
Board Vice-Chair

X 

Melissa Wallace
President, Local #453

X 

Reqqie Engebretson, Ed.D.
Superintendent

X 

Monica Marks
Witness

Addendum A-I
Salary Schedule
July 1, 2021-June 30, 2022

Position	Start	1st Year	2nd Year	3rd Year
Custodian	\$20.05	\$20.47	\$20.89	\$21.31
Custodian/Bus Driver	\$20.44	\$20.86	\$21.28	\$21.70
Bus Driver	\$20.44	\$20.86	\$21.28	\$21.70
Garage Foreman	\$22.99	\$23.41	\$23.83	\$24.25
Grounds Maintenance/ Driver	\$20.44	\$20.86	\$21.28	\$21.70
General Maintenance	\$20.44	\$20.86	\$21.28	\$21.70
*with 2nd Class License	\$21.57	\$21.99	\$22.41	\$22.83
Chief Boiler Engineer	\$22.19	\$22.61	\$23.03	\$23.45
*with 1st Class	\$22.99	\$23.41	\$23.83	\$24.25
Principal's Secretary	\$20.44	\$20.86	\$21.28	\$21.70
Clerk/Receptionist	\$18.79	\$19.21	\$19.63	\$20.05
Paraprofessional	\$16.53	\$16.95	\$17.37	\$17.79
Indian Education Aid	\$16.53	\$16.95	\$17.37	\$17.79
In-School Suspension Monitor	\$17.19	\$17.61	\$18.03	\$18.45
School Health Aide (LPN Certification Required)	\$20.44	\$20.86	\$21.28	\$21.70

**Employees shall only receive the higher rate of pay for licensed boiler operator positions when they are assigned by the district or hold the posted position and hold the required license.

LONGEVITY SCALE

<u>Years of Service</u>	<u>Additional Cents Per Hour</u>
5	\$.15
10	\$.20
15	\$.30
20	\$.40
25	\$.50
30	\$.60

Longevity Pay is applied to all hours paid.

Addendum A-I
 Salary Schedule
 July 1, 2022-June 30, 2023

Position	Start	1st Year	2nd Year	3rd Year
Custodian	\$20.40	\$20.82	\$21.24	\$21.66
Custodian/Bus Driver	\$20.79	\$21.21	\$21.63	\$22.05
Bus Driver	\$20.79	\$21.21	\$21.63	\$22.05
Garage Foreman	\$23.34	\$23.76	\$24.18	\$24.60
Grounds Maintenance/ Driver	\$20.79	\$21.21	\$21.63	\$22.05
General Maintenance	\$20.79	\$21.21	\$21.63	\$22.05
*with 2nd Class License	\$21.92	\$22.34	\$22.76	\$23.18
Chief Boiler Engineer	\$22.54	\$22.96	\$23.38	\$23.80
*with 1st Class	\$23.34	\$23.76	\$24.18	\$24.60
Principal's Secretary	\$20.79	\$21.21	\$21.63	\$22.05
Clerk/Receptionist	\$19.14	\$19.56	\$19.98	\$20.40
	\$0.35	\$0.35	\$0.35	\$0.35
Paraprofessional	\$16.88	\$17.30	\$17.72	\$18.14
Indian Education Aid	\$16.88	\$17.30	\$17.72	\$18.14
In-School Suspension Monitor	\$17.54	\$17.96	\$18.38	\$18.80
School Health Aide (LPN Certification Required)	\$20.79	\$21.21	\$21.63	\$22.05

**Employees shall only receive the higher rate of pay for licensed boiler operator positions when they are assigned by the district or hold the posted position and hold the required license.

LONGEVITY SCALE

<u>Years of Service</u>	<u>Additional Cents Per Hour</u>
5	\$.15
10	\$.20
15	\$.30
20	\$.40
25	\$.50
30	\$.60

Longevity Pay is applied to all hours paid.



Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between Mt. Iron-Buhl School District 712 (hereafter referred to as "Employer") and AFSCME, AFL-CIO, Local 453 (hereafter referred to as "Union") representing the non-licensed staff of Mt. Iron-Buhl School District.

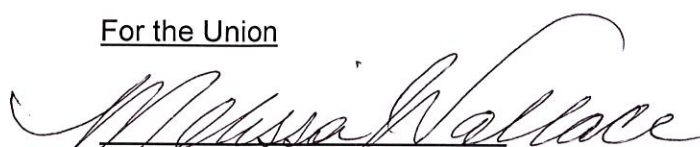
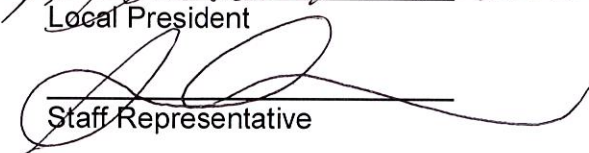
Stating employer and union agree to add the job description of Teacher's Assistant into the AFSCME Local 453 union contract with a starting salary of \$15.53/hour for the 21-22 school year and \$15.88/hour for the 22-23 school year.

Dated this 20th day of December 2021.

For the Employer


Chairman

Clerk

For the Union


Local President

Staff Representative

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between Mt. Iron-Buhl School District 712 (hereafter referred to as "Employer") and AFSCME, AFL-CIO, Local 453 (hereafter referred to as "Union") representing the non-licensed staff of Mt. Iron-Buhl School District.

Stating employer and union agree to add the title of Early Childhood Teacher's Assistant to the AFSCME Local 453 contract effective February 1, 2022. The wage scale for the position shall be as follows:

Through February 1, 2022 – June 30, 2022:

	Start	Year 1	Year 2	Year 3
Early Childhood Teacher's Assistant	\$15.53	\$15.95	\$16.37	\$16.79

July 1, 2022 – June 30, 2023:

	Start	Year 1	Year 2	Year 3
Early Childhood Teacher's Assistant	\$15.88	\$16.30	\$16.72	\$17.14

The employees currently in this job classification will be added to the bargaining unit and credited with seniority for their time served in the Early Childhood Teacher's. This seniority date shall apply to all benefits and longevity calculations. Effective February 1, 2022, the following wages and seniority dates shall apply to these employees:

<u>Employee Name</u>	<u>Seniority Effective Date</u>	<u>Salary</u>
Lindsay Ervin	01/26/2009	\$17.34
Jennifer Soyring	09/15/2009	\$17.34
Brittany Johnson	09/03/2019	\$16.72
Tricia McCarty-Jalonen	09/01/2020	\$16.30

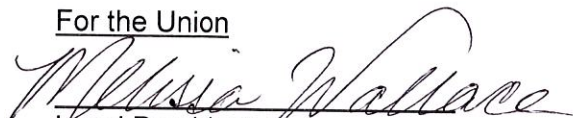
Dated this 17th day of January 2022.

For the Employer


Chairman


Clerk

For the Union


Local President


Staff Representative