

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 701
HIBBING, MINNESOTA

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO

LOCAL UNION NO. 480

JULY 1, 2021 - JUNE 30, 2023

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ARTICLE I
PURPOSE

Section A. Parties:

This AGREEMENT is entered into between Independent School District No. 701, Hibbing MN. hereinafter referred to as the School District, and Local Union 480, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all full and part-time non-licensed employees during the duration of this Agreement.

ARTICLE II
RECOGNITION

Section A.

In accordance with the P.E.L.R.A., the School District recognizes Local 480, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, as the duly authorized bargaining representative for all regular, full and part-time non-licensed employees of Independent School District No. 701, excluding Administrative, supervisory, and weekend watchmen. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, religion or political belief.

ARTICLE III
DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term "Non-Certified Bargaining Unit" shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any

calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position of all employees exceeds 67 calendar days in that year.

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

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

ARTICLE IV PAYMENT OF DUES

Section 1. In recognition of the Union as the exclusive representative:

1.1 The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union.

1.2 The Employer shall submit such deductions to AFSCME Council 65 Administrative Office with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail and (this change reflects that we have a centralized dues collection system – ergo dues remitted to Council, not locals, and that we need more information to process dues i.e. wage rates, hours of work, full time or part time status) information that will be requested via direct communication with the Council or with our annual notice on dues. We also would like to establish an electronic exchange of information for expediting the process of dues – since you are with MCIS, this has not been an issue.

1.3 The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in an electronic Excel format or via U. S. mail.

Section 2. Fair Share/Agency Fee:

The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06. This provision shall be suspended due to the Janus vs AFSCME Supreme Court ruling and shall be reinstated upon any future court cases reestablishing a Fair Share Fee.

Section 3.

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 action taken by the Employer under all provisions of this Article.

ARTICLE V
HOURS OF WORK

Section A.

The normal hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday through Friday, when school is in session. All hours worked in excess of scheduled hours per day shall be compensated at time and one-half (1-1/2) rates. In determining whether an employee has worked more than five days in any week for the purpose of determining overtime, a Holiday occurring in such week shall be considered as a day worked regardless of whether it was scheduled as a day of work or a day of rest. Unpaid lunch periods will not exceed one hour in duration.

Summer Hours: 7 a.m. to 12 noon; 12:30 p.m. to 3:00 p.m.
1 - 15-minute coffee break, 1/2 hour paid lunch break.

- EXCEPTION - High School - Each summer one custodial position shall work the afternoon shift.
- Lincoln - Two weeks prior to the start of the regular school year, one custodial position shall work the afternoon shift.

Section B.

Overtime work shall be distributed equitably among employees in each building or department, except that when a temporary vacancy occurs because of training or transfers, the District will employ an employee from a standing pool of casual employees to fill the temporary vacancy. Prior to pool people being used, bargaining unit employees on reduced hours or layoff status shall be utilized first at 100% of their base salary to the best extent possible. Other replacement personnel shall be paid at a rate determined by the School District. Temporary vacancies in secretarial classes shall come from the secretarial pool. It shall be further understood that when an employee's absence continues, the employer may bring in an employee from the pool as a replacement.

Section B. 1.

The School District will provide a list of all casual employees and hours worked to the Union President by the 10th of each month.

Section C.

When an employee is "called out" to work on other than his/her regular shift, he/she shall be compensated for all hours worked at time and one-half (1 1/2) rates, with a minimum of four (4) hours of pay (at straight time rates). This minimum call-out pay shall not apply in the case where an employee is called out prior to the start of his/her regular shift and continues working without interruption on such regular shift, nor shall it apply for overtime work which commences at the end of an employee's regular shift.

Section D.

Regular employees of the School District who are employed only for the school year (9 or 10 months) shall, to the extent possible, be given consideration for summer employment when the need for such summer work arises, and if, in the opinion of the School District, the employee is qualified to perform the work.

Section E.

Employees doubling out shall be given a reasonable opportunity to procure or send out for meals, and employees working overtime for more than four (4) hours shall be given a similar opportunity.

Section F.

The School District will, so far as practicable, arrange the working schedule so that employees will have two consecutive rest days in each work week and two shifts off between scheduled shifts of work.

Section G.

Pupil Support Assistants, Occupational Therapy Assistants, LPNs, LPN/PSA, and the Interpreter will be scheduled to work on student days. Additional days will be scheduled by the School District as needed.

If the student assigned to the Pupil Support Assistant, Interpreter or LPN/PSA is absent, he/she will stay on the job and be reassigned to another student for the day if needed.

The School Nurse will be scheduled to work on teacher work days and one week before school opens. Other work days shall be scheduled as extended work days.

ARTICLE VI
SHIFT DIFFERENTIAL

Section A.

A shift differential of 40 cents (\$.40) per hour for the afternoon shift and 50 cents (\$.50) per hour for the night shift will be paid.

Section B.

All shifts beginning between 5:00 A.M. and 9:00 A.M., inclusive, shall be considered day shifts.

Section C.

All shifts beginning between 2:00 P.M. and 6:00 P.M., inclusive, shall be considered afternoon shifts.

Section D.

All shifts beginning between 10:00 P.M. and 1:00 A.M., inclusive, shall be considered night shifts.

Section E.

When an employee completes his/her eight-hour shift or is called in early and works additional hours, he/she shall be paid the appropriate shift differential for all such hours worked on those shifts.

Section F.

Upon completion of ten (10) years of service with the District, an employee shall receive a longevity pay increment equal to one percent of the maximum salary for his/her classification as listed in the pay appendix, an additional increment of one percent upon completion of fifteen (15) years of service with the District, and an additional increment of one percent upon completion of twenty (20) years of service with the District. Present employees shall be credited for past service. These increments shall become effective at the beginning of the pay period next following the appropriate anniversary date of the employee. This clause shall be applicable only for those employees employed by the District as of the signing date of the 1985 - 1987 Agreement. All Employees hired before January 1, 1986 are to be considered grandfathered and receive the longevity benefits.

ARTICLE VII
FORMULA FOR COMPUTING OVERTIME COMPENSATION

Section A.

The formula for figuring the hourly rate for overtime compensation or for deductions for time lost shall be computed by dividing the employee's monthly salary by 173.

ARTICLE VIII
HOLIDAYS

Section A.

All 12-month employees shall receive the following paid Holidays (10 month or less employees will not receive "Independence Day"):

New Year's Day	Easter Monday	Friday (After
President's Day	Independence Day	Thanksgiving)
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Christmas Eve

Should the Christmas Eve holiday fall on a Saturday or Sunday, the holiday shall be observed on the preceding Friday or following Monday. The two-day holiday of Christmas Eve and Christmas Day may be taken as Thursday and Friday, Friday and Monday, or Monday and Tuesday, depending on how the holiday falls.

When a holiday falls during an employee's vacation period the employee shall receive an additional day of vacation.

Section B.

An employee who is required to work on any of the preceding holidays will receive his/her regular rate of pay for that day plus payment at the rate of 1-1/2 time for all hours worked on such holiday.

ARTICLE IX
VACATIONS

Section A.

All full-time employees shall be entitled to the following vacations with pay:

- 1) After one year of service, one week (five working days) of vacation;
- 2) After two years of service, two weeks (ten working days) of vacation;
- 3) After five years of service, three weeks (fifteen working days) of vacation;
- 4) After ten years of service, four weeks (twenty working days) of vacation;
- 5) After fifteen years of service, twenty-one days of vacation;
- 6) After twenty years of service, twenty-five days of vacation;
- 7) After twenty-five years of service, thirty days of vacation.

Section B.

The years of service must be consecutive in order to qualify for vacation under the above provisions. Once an employee applies for disability under P.E.R.A., vacation days will stop accruing. Should the affected employee not qualify for disability, all vacation benefits shall be reinstated retroactive to the date of the application for disability.

Section C.

Employees working less than 20 hours per week, but more than 14 hours per week, shall have vacations pro-rated according to the above formula.

Section D.

In figuring vacation, the year will start with the employee's anniversary date, and all accrual rates shall change on the employee's anniversary date.

Section E.

Prior to the end of the school year, department heads will consult with employees entitled to vacations and arrange a working schedule for vacation periods in their own department. In determining vacation schedules, the wishes of the employees shall be respected as to the time of taking vacations, insofar as the needs of the service in that department will permit. In cases where requests for the same vacation period conflict,

each department shall arrange the individual's time by rotating his/her choice of vacation periods from year to year.

Section F.

Vacation time must be taken in the year in which it is earned and cannot be accumulated unless advance written notice is given to the School District and approved.

- 1) A maximum of three (3) employees in a position that requires a replacement would be allowed up to ten (10) days of vacation during the school year providing a suitable replacement can be obtained. Bargaining unit employees and bargaining unit employees on lay-off status will be paid up to 100% of the base salary for work done under this Section. Other replacement personnel shall be paid at a rate determined by the School District. The employees allowed to go on vacation will not be eligible the following year unless no one else makes a request.
- 2) Requests will be accepted and granted in the order of the date received. In the case where the dates submitted are the same, then seniority shall apply. All requests must be in at least two weeks prior to the time the employee wishes to go on vacation and must be for a 10-day period.
- 3) Realizing that scheduled services must be performed on a routine basis, such vacation requests are subject to the approval of the School District and may be denied, changed, or delayed if services cannot be maintained.
- 4) All requests during the school year must be in at least two (2) weeks prior to the time an employee wishes to go on vacation for over two days. For a vacation of two days or less, 24-hour notice must be given.

Section G.

Ten days of vacation may be carried up to the employee's anniversary date by written mutual agreement. Five days must be used on non-student contact days.

Section H.

Pupil Support Assistants, Occupational Therapy Assistants, the School Nurse, LPNs, LPN/PSA, and Interpreter will receive a maximum of eleven days of paid vacation each school year. Three days of vacation may be taken during student contact days. All others must be taken on non-student days, i.e. - winter break, semester break, etc. Vacation days for these employees will not accumulate. All unused vacation time will be paid at the end of the school year.

Section I.

An employee, in-lieu of being paid for overtime, may be given compensatory time of one and one-half hours for each hour of overtime worked. Compensatory time off shall not be provided when overtime is a result of non-school activities. (Where overtime rate is charged to a person/organization). The maximum accumulation of compensatory time will be 40 hours. If the accumulated overtime exceeds 40 hours the employee will be paid for all hours over 40. An employee may not use more than 24 hours of compensatory time in any one instance. The district, may, at its discretion, waive the 24 hour maximum. All compensatory time must be used on non-student contact days.

ARTICLE X
SICK LEAVE

Section A.

Effective July 1, 1973, all full-time employees shall be entitled to eighteen (18) days of sick leave per year, with no limit on accumulation of sick leave.

Regular part-time employees working half-time or more shall be entitled to sick leave benefits on a pro-rated basis; provided, however, that in cases when the sick leave benefits above described are used and the employee would be entitled to continue sick leave except for that sick leave being used, the same employee may petition the School District for an extension of said sick leave on the basis of sick leave unused in prior years. This extension clause shall apply to both full-time and regular part-time employees. Once an employee applies for a disability under P.E.R.A., sick leave days will stop accruing.

Section B.

It shall be the duty of the employee to report online the sickness and contact his/her immediate supervisor, if possible, prior to the time he/she is scheduled to report to work. A doctor's certificate may be required to be submitted to the supervisor before an employee shall be qualified for sick leave pay when absent due to illness on any work day he/she is scheduled to work, including Saturday and Sunday, except that in the absence of one day or less, the supervisor may be authorized to waive the requirement for a doctor's certificate.

Section C.

In figuring such leave, the year will start as of July 1. Each employee will be provided with an annual statement of his/her accumulated sick leave.

Section D.

Pay for absence due to serious illness or death in the immediate family may be allowed for a period not to exceed five (5) days for the same member of the family in any one year. Time so allowed will not be deducted from time allowed for sick leave.

“Serious illness” is defined as life threatening; e.g. Emergency Surgery, Heart Attack, etc. Examples of non-serious illness would be routine doctor visits where diagnostic tests are performed. The Superintendent or his/her designee will interpret in cases of dispute with the building administrator.

The “immediate family,” or “permanent members of the immediate household,” will ordinarily be interpreted as father, mother, brother, sister, wife, husband, significant other, or child; grandparents; grandchild; mother-in-law or father-in-law; son-in-law, daughter-in-law; or guardian. The School District will allow one day for the death of an aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

In the case where a serious illness to a husband, wife, child, or parent should exceed five (5) days, an additional period not to exceed fifteen (15) days for the same member of the family in any one school year shall be granted. For each day absent beyond five days, a like number of days shall be deducted from the accumulated sick leave.

In regard to Minnesota Parenting Leave Act, 181.940 to 181.944 for the use of sick leave to attend a sick child as defined by above statute, employees will be allowed to use sick leave as so defined in 181.9413.

Situations not explicitly defined in the above may be given special consideration by the Superintendent or designee.

Section E. Pregnancy Leave, Disability Leave, Child Care Leave

Subd. 1. The District shall grant a maternity or child care leave, without pay, to any employee who makes written application for leave for the purpose of providing prenatal or postnatal care to his or her natural-born or adopted child or children.

Subd. 2. An employee may choose one of the alternative leaves as follows:

A. Pregnancy Leave - the employee who desires to take a leave prior to and/or following disability as determined by her physician shall submit a written application to the School District at least eight weeks prior to the estimated delivery date or the beginning of the requested leave, whichever is earlier. This leave shall commence and terminate at the dates to be agreed upon between the employee and the School District. Extension of such leave may be made by mutual written agreement between the employee and the School District. This

will be leave without pay, and no use of sick leave during the period of the extended leave will be allowed.

B. Disability Leave - If the employee chooses to continue working until the onset of disability occasioned by pregnancy and childbirth, she shall submit a written request at least eight weeks prior to the expected delivery date as determined by her physician. Disability will normally end within 30 days of childbirth, with a second verification by a physician agreeable to both the employee and the School District if it extends beyond 30 days. The employee may utilize her accumulated sick leave through the period of disability as determined by her physician and providing the employee has not requested leave as outlined in Subd. 1 of this Section.

C. Child Care Leave - The employee may request a child care leave by submitting a written request at least eight weeks prior to the time the leave is to begin. Child care leave may follow maternity leave or disability leave, but not both, and is leave without pay. If it follows a disability leave after childbirth, the child care leave will begin at the end of disability as determined by her doctor, or 30 days, whichever is less.

D. Adoption - an employee may be granted up to 2 days, to be deducted from sick leave, for adoption procedures.

Subd. 3. Upon return from the above leaves, the employee shall be reinstated to his or her original position.

Subd. 4. While on leave, the employee shall be granted the opportunity to participate in group insurance programs at the employee's expense.

Section F. Formula for computing Use of Sick Leave Allowance

The days of sick leave used in the current fiscal year are to be deducted from the total accumulated days. The days earned in the current fiscal year are then added to the remainder in order to arrive at the new accumulative total at the beginning of each fiscal year, July 1.

Section G: Emergency Medical Leave

Sub. 1. Eligibility: An employee who has completed the required probationary period and who is unable to perform his/her duties because of illness or injury, and has exhausted all sick leave, may, upon request to the Superintendent in writing, be granted a medical leave of absence, without pay, of up to twelve months.

- Sub. 2. Medical Certificate: A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to resume regular service to the District.
- Sub. 3. Benefit Status: An employee will receive no benefits for the time of leave nor accrue seniority for the term of the leave.
- Sub. 4. Insurance: The employee may remain a member of group insurance plans at the employee's expense.
- Sub. 5. Reinstatement: An employee returning from a medical leave shall have the right to be reinstated to their former position providing said position still exists and the employee is qualified. If position does not exist, the employee shall be able to exercise their bumping rights into another position, provided the employee is qualified.
- Sub. 6. Assault Language: Unit members, disabled as the result of a physical assault on their person related to school business, will not be charged with loss of sick leave or personal leave benefits for the length of time required for recovery or for any reoccurrence thereof.

ARTICLE XI
SEVERANCE PAY

Section A.

Upon retirement, and providing the retiring employee has a minimum of ten (10) years of service with I.S.D. #701, and attained the minimum age of 62 years, or an employee has 20 years of service, or meets the requirements acceptable under the P.E.R.A. formula, the retiring employee shall be paid severance pay in the amount equal to one hundred and thirty (130) days maximum.

To receive the maximum amount of severance pay, the retiring employee must have 160 sick leave days accumulated at the time of retirement. If the retiring employee has less than 160 sick leave days, the severance pay will be pro-rated based on 160 days of sick leave. Any employee retiring must physically work in the position/ job title/ pay for at least eighteen (18) months in order to receive retirement severance based on that position/ job title/ pay. Consideration will be made for retiring employees filing for long term disability or similar extreme situation, before completing the 18 months.

Section B.

The severance shall be paid in two equal installments on January 25th and June 30th in the year following the retiree's retirement. All AFSCME Council 65, Local 480

bargaining-unit members receiving "Severance Pay" as defined in Article XI must direct those payments up to the Federal maximum allowable amount to a 403(b) Special Pay Plan as approved by the school board.

Section C.

After 20 years of service the retiring employee will be eligible for a \$2,500.00 retirement incentive.

Section D.

Retiring employees who qualify for severance under Section A will receive additional severance calculated by using the employee's accumulated sick leave in excess of 150 days, up to a maximum of fifteen (15) days, x the employee's daily rate of pay, not to exceed \$2,000.

ARTICLE XII
LIFE, HOSPITAL AND HEALTH BENEFITS

Section A.

All regular full-time employees shall be covered with the Group Term Life Insurance coverage as follows:

All such regular full-time employees will be provided with \$50,000 Life insurance coverage effective July 1, 1997. For less than full-time employees, coverage will be pro-rated on a 1/12 formula of the \$50,000. Retirees shall be provided with a \$5,000 life insurance policy.

All Pupil Support Assistants, Occupational Therapy Assts., School Nurse, LPNs, LPN/PSA, and the Interpreter shall be provided with \$30,000 in term Life Insurance Coverage, effective July 1, 1997.

Section B.

Health Plan Coverage:

Effective September 1, 1991, District Health Insurance Plan will be the plan coverage comprehensive plan (365 day average semi-private toward cost of room).

Section C.

Effective September 1, 1991, District Health Insurance Plan Usual and Customary drugs.

Section D.

Dental Plan Coverage:

For full-time employees, \$10.00 per month will be paid toward the employee's single dental plan, or \$20.00 per month toward the employee's family dental plan.

The School District will provide 65% of the coverage provided to full-time secretarial/custodial position for all P.S.A.'s, School Nurse, LPNs, LPN/PSA, Occupational Therapy Assts., and the Interpreter.

Section E.

Health Insurance Coverage:

The School District will pay 92% of the monthly premium cost of the individual policy minus \$75.00 and 75% of the cost of the dependent premium.

Effective September 1, 2013, the School District will pay 92% of the monthly premium cost of the individual policy minus \$55.00 and 75% of the cost of the dependent premium.

The School District will provide 65% of the coverage provided to a full-time secretarial/custodial position for all P.S.A.'s, School Nurse, LPNs, LPN/PSA, Occupational Therapy Assts. and the Interpreter.

Effective January 1, 2014, an additional health insurance option will be made available to employees eligible for hospital-medical coverage. This Plan, called the "Minimum Value Plan", will be designed by the School District to meet the minimum benefit criteria of the Federal Affordable Care Act.

A full-time employee shall contribute \$100.00 of the monthly premium of the individual policy in the Minimum Value Plan. P.S.A.'s, School Nurse, LPNs, LPN/PSA, Occupational Therapy Assts. and the Interpreter shall contribute \$150.00 of the monthly premium of the individual policy for the Minimum Value Plan.

For family coverage in the Minimum Value Plan, the School District will pay 92% of the monthly premium cost of the individual policy minus \$55.00 and 75% of the cost of the dependent premium. For family coverage in the Minimum Value Plan, the School District will provide 65% of the coverage provided to a full-time secretarial/custodial position for all P.S.A.'s, School Nurse, LPNs, LPN/PSA, Occupational Therapy Assts. and the Interpreter.

For active and retired members not eligible for Federal Medicare of the AFSCME unit who elect to enroll in the District's VEBA health insurance plan, the District shall fund a

VEBA deductible account at 100%. The first contribution shall occur within the first full week of January 2022 with the following contributions occurring annually in January.

Section F.

Continuation of Insurance Benefits to Survivors: The School District shall not, except by written consent of the surviving dependent(s), terminate suspend or otherwise cancel the participation in the medical/hospital insurance then in force after the covered employee's death, provided that any such survivor(s) in order to have the coverage extended are required to pay the entire premium for such protection as long as allowed by COBRA. Failure of the survivor(s) to make premium payments in advance to the the School District Business Office shall be a basis in itself for such termination of coverage without the written consent normally required. Written notice of such cancellation will be sent by mail to the last known address of the policyholder's survivors at least fifteen (15) days prior to such cancellation.

Section G.

Regular employees who work half time or more shall be covered on a pro-rata basis of full-time employees.

Section H.

The coverage listed in Sections A, B, C, D and E above shall be continued when an employee is off work due to illness and for a period not to exceed six months after his/her sick leave has been exhausted.

Section I.

Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier. The School District will continue to assist the employees with claim disputes.

Section J.

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

ARTICLE XIII
HOSPITAL MEDICAL INSURANCE FOR RETIRED EMPLOYEES

Section A.

All employees who retire on or after July 1, 1986, except those hired on or after July 1, 2008, and their dependents shall continue to be insured under the current District Group Health Insurance Plan covering employees of the School District, provided: (a) they have reached a retirement age acceptable to P.E.R.A. with a minimum of ten years of service with the School District; and (b) they have attained the minimum age of 62 years or have completed twenty years of service with the School District. When a retiree becomes eligible for Federal Medicare, he or she will be removed from the current School District plan and transferred to the current Medicare supplemental plan.

Employees hired on/or after July 1, 2008 shall be eligible to participate in the District's hospital-medical insurance upon retirement, but at their own expense. For those employees hired on/or after July 1, 2008, the School District will fund a State Health Care Savings Plan owned and controlled by the employee. These employees will receive contributions from the District in the amount of \$2,550 per year for the calendar year 2021, and \$2,700 for the calendar year 2022 and subsequent years, to be placed into a Minnesota State Retirement System's Health Care Savings Plan. The District contributions will begin in the month following the employee's second year of full-time service with the School District. In the case of part-time employees, the District contributions will begin in the month following the employee's continuous employment for 4,160 hours. Contributions for less than full-time employees will be prorated except that less than half-time employment does not qualify for this benefit.

Section B.

Effective July 1, 1986, all employees retiring after July 1, 1986, except those hired on or after July 1, 2008, shall be eligible for the benefit stipulated in Section A and Article XII, Section E.

Section C.

The combination of the current Medicare supplemental plan and Medicare benefits (Part A and B) shall in no case be less than the actuarial equivalency of the current School District plan in effect for the current employees.

Contributions will be made only for dependents covered at the time of retirement. Dependents cannot be added after retirement.

All retiree health insurance contributions shall be paid via Automated Clearing House (ACH) deposits through the District Business Office.

ARTICLE XIV
JURY DUTY

Section A.

Any employee, who is summoned for jury duty or subpoenaed as a witness, shall receive his/her regular pay for such period, less the amount of compensation he/she received as a juror or witness, where applicable, per statute regarding same.

ARTICLE XV
SENIORITY

Section A.

Seniority standing shall be granted to all bargaining unit employees. The standing is to be determined on the basis of total length of service in the bargaining unit employed by the School District. Seniority shall be established in the unit if an employee is scheduled 14 hours per week or more, or works 67 days in a calendar year.

Section B.

An employee shall lose his/her seniority standing upon voluntary resignation from employment.

Section C.

In the event of a layoff in any category of work, as a result of reduction in work force or the elimination of a position, employees shall be laid off according to seniority in the inverse order of hiring.

In the event of a layoff, a reduction in force, or the elimination of a position, a senior employee may exert his/her seniority preference over a junior employee, provided he/she has the necessary qualifications to perform the duties of the job.

Section D.

Employees shall be rehired according to seniority in the inverse order of layoffs, provided they have the necessary qualifications to perform the duties of the job. Employees will retain rights to recall for four years from their date of termination. Employees refusing to accept a similar position with similar pay, hours and benefits, shall forfeit all rights to recall.

Section E.

A seniority list of Local #480 members shall be presented by the School District once a year in the first week of June to Local #480 and its officers. Local #480 members will have 30 days time in which to make any corrections to the list, after which time dates shall stand as shown on the list.

Section F.

Notice of all vacancies and newly-created positions shall be emailed in addition to being posted on employee bulletin boards, and the employees shall be given five days time in which to make application to fill said vacancy or new position. An employee going on vacation may signify his/her desire to bid on certain jobs that may be posted during his/her absence. It shall be the responsibility of the employee to make his/her desires known to the Business Office prior to his/her leaving on vacation. He/she will thereupon be considered an applicant for any position posted during his/her vacation leave for which he/she has indicated a desire to bid. The employee on leave must call in every five (5) working days to notify the administration as to his/her desires in positions that have been posted for five (5) working days. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. All testing results of quantifiable qualifications must be on file in the Business Office prior to the employee posting for the vacancy. Test results of the quantifiable qualifications must be current within one year of the job posting. An employee shall be given a ten (10) working day trial period in which to determine his/her qualifications specific to job duties for the position, unless he/she is obviously not qualified. In the event the School District makes a determination that an employee is obviously not qualified, and Local #480 does not concur in the determination, the applicant shall have the right to appeal through the normal grievance procedure. After an employee accepts a posting and has passed the ten (10) day orientation period, that employee shall not be allowed to post for another position within the same classification for six (6) months. This is for lateral type of postings only, and a posting that would involve a promotion to a higher base rate of pay would be exempt.

It is understood, however, that an employee shall not be permitted to exercise his/her seniority rights to transfer to another position in his/her same classification unless such transfer would be tangible benefit to the employee/School District, such as by placing him/her in a school nearer his/her home or where a change of shifts would be involved or for other similar good cause. It is further understood that, when a vacancy is filled by an applicant who is currently employed by the School District, the School District shall post the resulting vacancy and fill it in accordance with the provisions of Section G of the seniority provisions. The School District will, however, give consideration to a senior employee for such additional vacancy, provided he/she makes his/her desire to transfer known to the School District not later than five (5) working days after his/her first resulting vacancy is filled.

A vacancy in a regular position, if in the opinion of the School District such position is to be continued, shall be posted and filled within thirty (30) days after the vacancy occurs.

Long term vacancies that may occur due to illness and/or Workers' Compensation injury will be posted within the bargaining unit, with one internal move per posting, and then, if no one from within posts, filled with a casual employee.

Section G.

During the initial probation period of 90 days, a new employee will not be able to post for any open or vacant positions for the first 67 days of the probation period. Should a position open and a probationary employee having more than 67 days of seniority, then said employee would be able to post for the same.

Section H.

All new regular employees shall be on probation for a period of ninety (90) working days, and upon successful completion of such probationary period, then seniority will revert to the first day of their employment.

A regular employee shall be defined as one who is hired to fill one of the following regular full or part-time positions:

- | | |
|--------------------------------------|--|
| 2. Secretary/Clerk I | 47A. District Electrician |
| 5. Clerk-Typist | 50A. District Plumber |
| 7A. Storekeeper | 52A. Transportation Clerk/
Mechanic |
| 13. School Nurse | 59. Stage/Utility Person |
| 29. Custodian/Supervisor/Eng. | 60. Pupil Support Assistant |
| 35. Custodian/Supervisor I | 61. Interpreter |
| 37. Fireman/Custodian | 62. OT Assistant |
| 38. Custodian I | 63. Technology Technician |
| 40. Grounds Foreman | 65. In-School Suspension Supervisor |
| 41. Groundsman | 67. LPN/Pupil Support Asst. |
| 46. Carpenter/Utility | 69. LPN |
| 68. School Readiness ECFE Inst. Aide | |

Section I.

Work-study employees, student employees, and casual employees shall not do work normally done by any full or part-time employee of the District.

ARTICLE XVI
DISMISSALS, DEMOTIONS & TRANSFERS

Section A.

Discharges, demotions or transfers to a lower classification shall be made only for just cause. The Union Grievance Committee and the employee affected shall receive prior notice in writing of any such action. Upon request of the Union, a hearing shall be held at which the employee and the union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented

against him/her. A stenographic record of the hearing before the School District shall be taken, and the employee and the Union Grievance Committee shall be entitled to a copy of the record. In the case where a discharge or demotion has been proven unjustified and the employee returned to his/her former status, the loss of pay involved shall be restored.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. - Definition and Interpretations:

- Subd. 1. Grievance: A “grievance” shall mean an allegation in writing by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.
- Subd. 2. Representative: The grievant, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in that party’s behalf.
- Subd. 3. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.
- Subd. 4. Days: Any reference to days regarding time period in this procedure shall refer to working days. A “working day” is defined as all weekdays not designated as holidays by state law.
- Subd. 5. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed, shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in

which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 6. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or it bears a certified postmark of the United States Postal Service within the time period.

Section 2. - Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant, to the School District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within thirty (30) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 3. - Adjustment of Grievance: The School District and the employee shall attempt to adjust all grievances, which may arise during the course of employment of that employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, School District designee shall give a written decision on the grievance to the parties involved within five (5) days after receipt for the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the party involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations back to the School Board. The School Board shall then render its decision.

Section 4. - School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative(s) notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 5. - Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time period provided herein shall mean that the Union prevails on the grievance.

Section 6. - Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained herein:

Subd. 1. - Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in level III of the grievance procedure.

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

Subd. 3 - Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within ten (10) days after request for arbitration. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner with the time period as provided herein shall constitute a waiver of the grievance.

Subd. 4. - Hearing: The grievance shall be heard by a single arbitrator and both parties and may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue 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 PELRA. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6 - Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7 - Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel. In considering any issue is dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 7. - Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XVIII
PHYSICAL EXAMINATIONS

Each employee is required to submit a certificate of good health from a physician of his/her choice before being officially employed in the School District. In the interests of good health, the School District reserves the right to call for a physical examination of an employee at any time. Health examination blanks may be secured at the Business Office.

ARTICLE XIX
ADDITIONAL COMPENSATION PAYMENTS MAY BE REQUESTED
BY EMPLOYEES INJURED ON SCHOOL PROPERTY

Pursuant to Minnesota Statute Chapter 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave. Such payments from employee's accumulated sick leave will not result in the employee receiving a wage greater than he/she would have earned had he/she been actively working for the School District. Such payments will be charged against the employee's accumulated sick leave.

ARTICLE XX
GENERAL PROVISIONS

Section A. Inclement Weather (Snow Days):

In the event that school is not held on a regularly scheduled day due to inclement weather or other emergencies, the employee is not required to report for work. If an employee reports for work on those days when a "snow holiday" has been declared, he/she shall receive one other day off with pay. If he/she is unable to reach his normal place of employment, administration may grant an extra leave day to offset any loss to the affected employee. The provisions of Article II shall not apply in this case.

In the event there is an early dismissal, employees are expected to report to work, unless notified by the Superintendent or designee. If the employee chooses not to report to work, he/she must notify their supervisor. The employee would have the following options: 1) take a vacation day, 2) personal day, and/or 3) day off without pay.

Section B. Orientation, New and Unrelated Jobs, Evaluation

Subd. 1. Before an employee is assigned to a new or unrelated job, there shall be an on-the-job orientation of up to fifteen (15) working days, to be determined by the immediate supervisor and the School District. This time is to become aware of the new position's responsibilities. To count for the trial period, the first ten (10) working days shall be orientation and the last five (5) working days shall be the trial period. For jobs that require no orientation, the existing ten (10) working day trial period shall apply.

Subd. 2. Employees serving the above orientation shall receive from the immediate supervisor a written performance evaluation on the fifth (5th) working day and the tenth (10th) working day of the above orientation. A final written evaluation shall be provided by his/her supervisor following the conclusion of the fifteen (15) working day orientation/trial period, unless such periods have been terminated earlier, as approved in Subd. 3 below. All evaluations shall be specific to qualifications and duties as defined by the job description. If, during the orientation period, the opportunity to demonstrate any qualification or duty was not provided, that qualification or duty will not serve as basis for the evaluation.

Subd. 3. During the course of the orientation, the School District may terminate the process if the employee isn't meeting the basic qualifications of the position. The reasons for said removal shall be documented and a copy given to the employee. This does not negate the employee's right to grieve the decision.

Section C. Position Criteria.

Subd. 1. Job Descriptions.

All employees shall have a job description. Each job description shall contain the following components:

- | | |
|---------------------|--------------------------------------|
| 1. Job Title | 5. Specifications of Supervisor |
| 2. Qualifications | 6. Regular Hours Scheduled/Work Year |
| 3. Primary Duties | 7. Wages and Benefits |
| 4. Secondary Duties | |

Subd. 2. Job Qualifications.

“Qualifications” specified in job descriptions are defined to mean entry level qualifications. Such qualifications shall be relevant to the stated primary and secondary duties and State licensure requirements if applicable. Qualifications shall be determined by objective criteria and

shall be capable of being validated by one or more of the following: Licensure, Training or Experience.

Subd. 3. Probationary Period.

“Probationary periods” pursuant to Article XV, Section A, of the Agreement are defined as follows: the probationary period will provide the employee with the opportunity to demonstrate job qualifications for the duties as specified by the job description. If, during the probationary period, the opportunity to demonstrate any qualification or duty was not provided, that qualification or duty will not serve as basis for probationary evaluation.

Subd. 4. Evaluation.

Employees serving a probationary period as defined by Article XV, Section A, shall receive from the supervisor a written performance evaluation no later than the 30th working day of the probationary period. A second written performance evaluation shall be provided the employee no later than the 60th working day of the probationary period. A final written evaluation shall be provided the employee by the employee's supervisor following conclusion of the probationary period. All evaluations shall be specific to qualifications and duties as defined by the job description.

Subd. 5. Job Description Review.

The job description review committee will meet quarterly commencing at the signature of this agreement to determine qualifications and duty specifications relevant to District needs. Wage specifications shall be modified and approved by the school board and Local 480 as appropriate and will remain in effect until the following year's review. All job description reviews will be conducted by Supervisors, Superintendent, or designee, and a committee of no more than three (3) including the Local #480 President, or designee. Any members shall be appointed by Local #480 President. Any changes in job descriptions shall be given points and a salary range to comply with Minnesota Comparable Worth Act.

A. An employee, upon being hired or appointed to a job classification, shall be thoroughly acquainted with the classification and job duties. It will be the responsibility of the Building Principal, or Director, along with the immediate supervisor of that classification, to see that this is accomplished and documented.

B. The Building Principal, or Director, along with the immediate supervisor, and the employee sign off on the document that all participants understand the job description and job duties.

C. After all documents are signed by the parties, said documents shall be reviewed by a joint committee of management and Union for the final okay.

Subd. 6. On-going Education and Training.

The School District agrees that by adoption of the new position criteria, it shall provide every opportunity for employees to receive on-the-job or any other form of formal training it may require for job advancement or job posting within the system. Said training shall be at the expense of the School District and at times mutually agreed upon.

Section D. Meet and Confer.

Before changing any job descriptions, the School District agrees to meet and confer with the Union as provided by State Statutes 170A.03 and 179A.07, Subds. 2. and 3.

Section E.

Prescription safety glasses will be provided for those employees who work in an area where it is necessary to wear them. Employees shall be allowed one eye exam and one pair of glasses every 18 months.

ARTICLE XXI
PAYDAYS

Section A.

Payday shall be the 15th and the last day of each month, except that when the 15th and the last day of the month fall on a Saturday or Sunday, payday shall be the previous Friday. If a payday falls on a holiday, payday shall be the preceding day.

Section B.

A schedule is prepared for each year showing the paydays for the entire year. Checks will be ready after 2:00 p.m. each payday and will be delivered to all schools.

ARTICLE XXII
PERSONAL LEAVE

Section A.

Full-time employees shall be granted the following personal days each year for personal business.

Personal Days Shall be awarded July 1 st following the corresponding anniversary of hire date.			
0-10 years	11-15 years	16-20 years	21 years +
3 Days	4 Days	5 Days	6 Days

It shall be understood that the School District may hire an outside replacement for this period of leave. These personal leave days used each year shall have no deduction. If the reason for the leave is an emergency situation and such a nature that is not feasible to notify the school district in advance, employees shall notify their immediate supervisor and the leave may be granted. Requests for using personal leave will be granted in the same manner and under the same conditions as requests to use vacation time pursuant to Article IX, Section F.

Section B.

Pupil Support Assistants, LPNs, LPN/PSA, Occupational Therapy Assistants, Interpreters, and the School Nurse shall be granted the following personal days for personal business.

Personal Days Shall be awarded July 1 st following the corresponding anniversary of hire date.			
0-10 years	11-15 years	16-20 years	21 years +
2 Days	3 Days	4 Days	5 Days

It shall be understood that the School District may hire an outside replacement for this period leave. These personal leave days used each year shall have no deduction. If the reason for the leave is an emergency situation and such a nature that it is not feasible to notify the school district in advance, employees shall notify their immediate supervisor and the leave may be granted. Requests for using personal leave will be granted in the same manner and under the same conditions as requests to use vacation time pursuant to Article IX, Section F.

ARTICLE XXIII
SAFETY COUNCIL

Section A.

A district wide Safety Council shall be established consisting of administrators, teachers, non-certified employees, Board members, and students. Any unsafe condition on District property or any work hazard shall be reported to the Safety Council for investigation and remedy.

ARTICLE XXIV
CHANGE OF MASTER AGREEMENT

Section A.

Before any change is made in the foregoing Master Agreement, including those affecting working hours and wage and salary schedules, the School District agrees to give reasonable notice and opportunity to be heard to Local #480 through its recording secretary.

There will be no change in work rules or the adoption of new rules by the School District which alter consistent past practices until mutually agreed upon by the School District and the Local #480.

ARTICLE XXV
ATTENDANCE AT STATE AND NATIONAL MEETINGS

Section A.

One delegate will be authorized to attend the national convention every other year, not to exceed five working days per meeting, without loss of pay.

Section B.

Delegates shall be authorized to attend AFSCME related functions not to exceed a total of five working days without loss of pay.

Section C.

All delegates shall be verified by Local #480 to the School District, and any time off will be granted at the discretion of the School District.

ARTICLE XXVI
RESERVATION OF MANAGERIAL RIGHTS

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and functions not expressly reserved herein and are reserved to the School District.

ARTICLE XXVII
SALARIES

Section A.

All regular full-time employees' base salaries will be increased 2.25% per month effective July 1, 2021 and an additional 2% per month effective July 1, 2022

All salaries of employees working less than full-time shall be pro-rated based on the normal hours worked per month.

Section B.

The District shall provide to Local 480 a copy of the annual pay equity report once approved by the School Board and when completed, will be subject to the negotiations process.

ARTICLE XXVIII
DURATION


This Agreement shall remain in effect for the period of July 1, 2021 to June 30, 2023, and from year to year thereafter unless either party gives notice to the other party at least thirty (30) days prior to the renewal date of its desire to amend said Agreement.

Local 480, American Federation
of State, County & Municipal
Employees, AFL-CIO

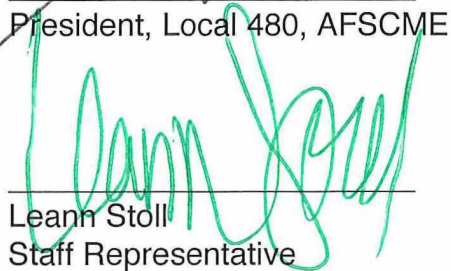
School Board
Independent School District
No. 701 - Hibbing, MN



Paul Stewart
President, Local 480, AFSCME



John Berklisch
Chairman, School Board



Leann Stoll
Staff Representative



Richard Aldrich
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING

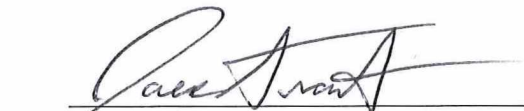
District-Wide Custodial Position

This Memorandum serves as an agreement between Independent School District #701 and AFSCME Council 65, Local 480. The District may, at its discretion, establish a district-wide, afternoon shift, for the existing 32-hour custodial position to be scheduled full time on Tuesday through Saturday. All applicable provisions of the Collective Bargaining Agreement shall be in full force and effect with respect to this position.

This Agreement shall be effective for the term of the 2021-2023 Collective Bargaining Agreement.

For AFSCME Council 65, Local 480:

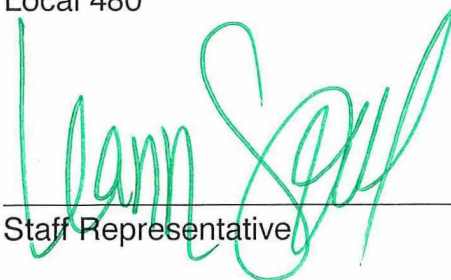
For ISD #701:



President, AFSCME Council 65
Local 480



Chairperson



Staff Representative



Clerk

Dated this 12 day of Oct 2021

Dated this 6 day Oct 2021

MEMORANDUM OF UNDERSTANDING

Community Education Instructional Aide Position

This Memorandum serves as an agreement between Independent School District #701 and the American Federation of State, County and Municipal Employees Council 65, AFL-CIO Local Union No. 480 Hibbing Schools noncertified unit.

Starting with the 2017-2018 School Year, a position of Early Childhood/School Readiness Instructional Aide may be added.

This position will be for 150 days when the program is in session.

The starting pay rate will be \$15.48.

9 Vacation days will be granted with language found on Page 10 Article IX Section H.

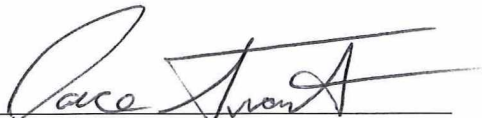
2 Personal Leave Days as per contract language.

1 ½ days Sick Leave earned per month as per contract.

This Agreement shall be effective for the term of the 2021-2023 Collective Bargaining Agreement.

For AFSCME Council 65, Local 480:

For ISD #701:



President, AFSCME Council 65
Local 480



Chairperson



Staff Representative



Clerk

Dated this 18 day of Oct 2021

Dated this 6 day Oct 2021

**Independent School District No. 701
Hibbing, MN**

Wage Structure
July 1, 2021 through June 30, 2022

Job #	Job Title	Annual Salary	Monthly Salary	Hourly Rate
2	Secretary-Clerk I	\$49,661.12	\$4,138.43	\$23.92
7A	Storekeeper	\$52,321.10	\$4,360.09	\$25.20
13	School Nurse			\$31.25
29	Custodian-Supv.-Eng.	\$54,566.52	\$4,547.21	\$26.28
35	Custodian-Supervisor I	\$52,355.65	\$4,362.97	\$25.21
37	Fireman-Custodian	\$50,593.85	\$4,216.15	\$24.37
38	Custodian I	\$48,866.56	\$4,072.21	\$23.54
40	Grounds Foreman	\$55,602.89	\$4,633.57	\$26.79
41	Groundsman	\$49,833.84	\$4,152.82	\$24.01
46	Carpenter/Utility	\$59,955.59	\$4,996.30	\$28.88
47A	District Electrician	\$63,444.64	\$5,287.05	\$30.56
50A	District Plumber	\$63,444.64	\$5,287.05	\$30.56
52	Trans. Clerk/Mech	\$59,990.02	\$4,999.17	\$28.90
59	Stage/Utility	\$57,088.34	\$4,757.36	\$27.51
60	Pupil Support Assistant			\$21.68
61	Interpreter			\$28.50
62	Occupational Therapist Assistant			\$24.49
63	Technology Technician	\$53,144.75	\$4,428.73	\$25.60
65	In-School Susp. Supv.			\$21.68
66	Resource Room Supv.			\$21.68
67	LPN/Pupil Support Asst			\$22.66
68	School Readiness/Early Childhood Instructional Aide			\$17.33
69	LPN - 30 Hours			\$25.02

**Independent School District No. 701
Hibbing, MN**

Wage Structure
July 1, 2022 through June 30, 2023

Job #	Job Title	Annual Salary	Monthly Salary	Hourly Rate
2	Secretary-Clerk I	\$50,654.34	\$4,221.19	\$24.39
7A	Storekeeper	\$53,367.52	\$4,447.29	\$25.71
13	School Nurse			\$31.87
29	Custodian-Supv.-Eng.	\$55,657.85	\$4,638.15	\$26.80
35	Custodian-Supervisor I	\$53,402.76	\$4,450.23	\$25.72
37	Fireman-Custodian	\$51,605.73	\$4,300.48	\$24.85
38	Custodian I	\$49,843.89	\$4,153.66	\$24.01
40	Grounds Foreman	\$56,714.94	\$4,726.25	\$27.33
41	Groundsman	\$50,830.51	\$4,235.88	\$24.49
46	Carpenter/Utility	\$61,154.70	\$5,096.22	\$29.45
47A	District Electrician	\$64,713.54	\$5,392.79	\$31.17
50A	District Plumber	\$64,713.54	\$5,392.79	\$31.17
52	Trans. Clerk/Mech	\$61,189.82	\$5,099.15	\$29.47
59	Stage/Utility	\$58,230.11	\$4,852.51	\$28.06
60	Pupil Support Assistant			\$22.11
61	Interpreter			\$29.07
62	Occupational Therapist Assistant			\$24.98
63	Technology Technician	\$54,207.65	\$4,517.30	\$26.12
65	In-School Susp. Supv.			\$22.11
66	Resource Room Supv.			\$22.11
67	LPN/Pupil Support Asst			\$23.11
68	School Readiness/Early Childhood Instructional Aide			\$17.68
69	LPN - 30 Hours			\$25.52