



Collective Bargaining Agreement
Between
AFSCME Council 65, Local 0536-0002, AFL-CIO
And
Chisholm School
7/1/2022 – 6/30/2023

AFSCME Council 65 Office: info@afscme65.org or 888-474-3242

WEINGARTEN RIGHTS

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

BECOME AN AFSCME 65 MEMBER

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



MEMBER BENEFITS

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

www.afscme.org/member-resources

www.unionplus.org

Make sure to have your member number handy when accessing these benefits.

ORGANIZING

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email info@afscme65.org and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



AGREEMENT BETWEEN
BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 695
CHISHOLM, MINNESOTA

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL UNION NO. 536**

JULY 1, 2021– JUNE 30, 2023

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	Purpose and Agreement	3
ARTICLE II	Responsibilities of Parties	3
ARTICLE III	Recognition	3
ARTICLE IV	Check off of Union Dues	4
ARTICLE V	Seniority	4-6
ARTICLE VI	Grievance Procedure	6-8
ARTICLE VII	Discharges and Suspensions	8
ARTICLE VIII	General Provisions	9-11
ARTICLE IX	Sick Leave	12-14
ARTICLE X	Death or Serious Illness in Family	14
ARTICLE XI	Holidays	14
ARTICLE XII	Vacations	15-16
ARTICLE XIII	Hours of Work	16-17
ARTICLE XIV	Longevity	18
ARTICLE XV	Definitions	19
ARTICLE XVI	Duration of Agreement	20
APPENDIX A-1	Salary Schedules	21-24
APPENDIX B	Group Insurance Benefits	25-27
APPENDIX C	Retired and Disabled Employee Coverage	27-29

**AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF INDEPENDENT SCHOOL DISTRICT NO. 695 AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION 536**

THIS AGREEMENT, ENTERED INTO BETWEEN THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 695, HEREINAFTER REFERRED TO AS THE "EMPLOYER", AND LOCAL UNION NO. 536 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AMERICAN FEDERATION OF LABOR AND THE CONGRESS OF INDUSTRIAL ORGANIZATION, HEREINAFTER REFERRED TO AS THE "UNION".

**ARTICLE I
PURPOSE AND AGREEMENT**

Section 1.

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed by the parties hereto.

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 Employer of this Agreement providing that this provision is not meant to preclude independent causes of action under state or federal law.

**ARTICLE II
RESPONSIBILITIES OF PARTIES**

Section 1.

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement.

Section 2.

The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section 3.

The Union, including its officers and representatives and all employees are firmly bound to observe the conditions of this Agreement.

**ARTICLE III
RECOGNITION**

Section 1.

The Employer recognizes Minnesota Council 65, and Local 536, American Federation of State, County and Municipal Employees, AFL-CIO, as exclusive representative for collective bargaining purposes of the employees of Independent School District No. 695 in the unit composed of all non-instructional employees of Independent School District No. 695 who are public employees under M.S. 179A, Subd. 14, excluding supervisory and confidential employees.

Section 2.

The Employer shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts 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, color or political belief.

ARTICLE IV
CHECKOFF OF UNION DUES

Section 1.

The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 536 which are Union dues or initiation fees of the Union, and to transmit to the Financial Secretary of Local 536 the total amount so deducted, together with a list of the names of the employees from whose pay deductions were made. Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Local, after which the Secretary shall notify the Business Office to stop deductions.

Section 2.

All employees of this bargaining unit who elect not to become members of the Union shall be required to contribute through payroll deduction a fair share fee for services rendered by the exclusive representative. Such monthly contribution shall be determined by the Union and withheld in accordance with the Minnesota Public Employment Labor Relations Act, 179A.06, Subd. 3.

Section 3.

A union steward will be allowed up to fifteen (15) minutes to contract new employees on paid time during the employer's initial onboarding on new hires. Administration will communicate with the Union Steward regarding available times during aforementioned on boarding for this meeting. The union steward must notify his or her supervisor of the meeting and such orientation will not interfere with the performance of the employee's work duties.

ARTICLE V
SENIORITY

Section 1.

Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total length of continuous employment for the School District. All new employees shall be on probation for a period of ninety (90) working days (520 hours for part-time employees), and upon successful completion of such probationary period, then seniority will revert to the first day of their employment.

Section 2.

An employee shall lose his/her seniority standing if:

1. He/she voluntarily resigns from employment.
2. He/she is discharged for cause.

3. He/she fails to report for work after layoff within fifteen (15) calendar days after receipt of notice by registered mail. The Board of Education shall send this notice to return to work to the employee at his/her last-known address.
4. He/she has not been called back after three (3) years.

Section 3.

In the event of a layoff in any category of work, employees shall be laid off according to seniority in the inverse order of hiring.

Section 4.

Employees shall be rehired according to seniority in the inverse order of layoffs.

Section 5.

In cases of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing.

Section 6.

In cases of reduction in 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 has the necessary qualifications to perform the duties of the job involved.

Section 7.

Temporary vacancies shall be filled by the senior qualified employee opting for the vacancy at the discretion and appointment of the Superintendent of Schools. Supervisory personnel vacancies shall be filled by the School Board upon recommendation of the Superintendent; the following factors shall be considered in filling such vacancies: seniority, past performance, qualifications, and experience. In the event said vacancy has a higher rate of pay, employee filling such vacancy shall receive such higher rate of pay. An employee who has filled a temporary vacancy shall have the right to return to his/her former position. A temporary vacancy known to be in excess of 30 working days shall be posted in the same manner as any other vacancy.

Section 8.

No employee shall be temporarily or permanently transferred to fill a position except that if no senior employee fills the position, then the junior employee shall be assigned.

Section 9.

Notice of all vacancies and newly-created positions shall be posted on employees bulletin boards and an Instant Alert will be sent to all members. Vacancies are to be posted in the following manner: Description of work, rate of pay, hours to be worked, and the classification. When a termination notice has been presented to the Employer, the Employer shall immediately post notice of a vacancy, providing the vacancy is to be filled and the job not discontinued.

Any position which is increased in the amount of scheduled work hours, to an extent greater than those originally posted and awarded, shall be reposted with the new hours so stipulated.

Beginning on January 1, 2018 all non-certified job postings will be numbered so as to facilitate easy identification if a question should arise. The first four numbers shall indicate the posting year, NC shall indicate a non-certified position, and the number shall indicate a job identification number.

The employees shall be given seven (7) calendar days time in which to make application to fill said vacancy or new position. 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.

For all secretarial positions the applicants will be required to take a basic skills test. The assessment tool will reflect the specific skills required to fill the vacancy. The union will assist the district in the determination of those required skills and selection of the tool.

Applicable to all Employees: A forty-five (45) working day trial period shall be given for the purpose of determining his/her qualifications unless he/she is obviously not qualified. Also, the employee so transferred shall have the right within these forty-five (45) working days to remain in his/her position or to return to his/her former position.

The Employer shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. In the event the Employer and the Union agree during the trial period that the applicant does not possess the necessary qualifications, the applicant shall have the right to return to his/her former position and shall not be denied the right to make application for any other posting.

Section 10.

The seniority of an employee shall not be terminated nor broken because of absence due to illness or temporary layoff.

Section 11.

The seniority of an employee who has been granted a leave of absence shall be frozen on the date the leave of absence becomes effective. Leaves of absence shall not be granted without mutual consent of the Employer.

Section 12.

The seniority list shall be brought up to date on January 1 of each calendar year and posted on employees' bulletin board. Such list shall show employee seniority only and shall not include employee salaries. A copy of the seniority list shall be sent to the President of the Union.

ARTICLE VI
GRIEVANCE PROCEDURE

Section A.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be applicable:

- (1) The applicable procedures of this Agreement shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

There shall be no interference with the rights of employees to become or continue as members of the Union.

Section B. Time Limitation and Waiver:

- (1) Grievances shall not be valid for consideration unless the grievance is submitted within thirty (30) calendar days after the date of the first event giving rise to the grievance occurred or the Union's first knowledge thereof. Failure to present a grievance within such time period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance, provided however, the time limitations provided herein may be extended by the mutual written agreement of the Employer and the Union.

Section C.

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

- (1) First, an effort shall be made to adjust the grievance between the employee or his/her representative and the foreman or department head.
- (2) In the event no settlement is thereby reached, the employee or the employee's representative shall submit the grievance in writing to the Superintendent, within ten (10) working days, and the Superintendent shall arrange for a meeting to process the grievance. The Superintendent shall within ten (10) working days after such meeting on the grievance submit a written answer to the Union.
- (3) In the event no settlement is thereby reached, the employee or his/her representative shall submit a written request to the Employer within ten (10) working days to provide a formal hearing before the School Board's Personnel Committee on the grievance in an effort to resolve such grievance. This formal hearing shall be recorded by the Employer and a copy of the recording will be submitted to the Union within ten (10) working days, along with the final disposition by the Employer.
- (4) In the event no settlement is reached, at a formal hearing before the Employer, either of the parties to this Agreement may submit the grievance or dispute, within ten (10) workdays, to the Director of Mediation in an effort to resolve the grievance.

- (5) In all cases when a grievance or dispute is submitted to the provisions of Step 4 and remain unresolved, the parties hereto agree that within ten days after Step 4, the parties shall submit to the Director of Mediation a request for a list of names for the purpose of the parties to select one of the five names as the arbitrator. Upon receiving such list, the method of selection shall be by virtue that each of the parties shall eliminate one name at a time until one name remains. The remaining name shall be the arbitrator who shall make his/her decision regarding the grievance and which shall be binding on the parties. It is hereby further agreed that the cost and expenses of the arbitrator shall be shared equally by the parties of this Agreement.

The method in striking the names submitted for arbitration: the grieving party shall strike the first name.

The parties agree that an arbiter's authority, although binding to both, is limited to the actual grievance and past practice and has no power to amend or modify any of the provisions of the existing agreement, but to interpret those articles of the Agreement, which affect the grievance.

- (6) Duly authorized representatives of the Union shall have the right to accompany the Union grievances committee in the discussions or adjustments of any and all grievances and on any and all steps.

ARTICLE VII

DISCHARGES AND SUSPENSIONS

Section 1.

The parties agree that in matters of discipline, the principals of progressive discipline shall apply. Progressive discipline steps shall be as follows:

The following shall be the sequence of disciplinary action:

- | | | | |
|----|--------------------|----|------------|
| A. | Oral Reprimands | C. | Suspension |
| B. | Written Reprimands | D. | Discharge |

The above sequence of disciplinary action shall not apply in cases when the infraction is considered just cause for written reprimand, immediate suspension or discharge.

Section 2.

During an employee's probation period, the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the employee. The employee shall have no recourse through the grievance procedure insofar as suspension, discharge or other discipline is concerned.

Section 3.

Discharges or suspensions shall be made only for just cause. The Union Representative and the employee affected shall receive prior notice in writing of any such action. An action to discharge an employee shall be taken by the Employer only after a hearing 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. The salary of the employee shall be suspended during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension.

Section 4.

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. If the Union feels that action was taken without just cause, the employee shall have the right of appeal through the normal grievance procedure. In the case where a demotion or transfer has been proven unjustified and the employee returned to his/her former status, the loss of pay involved shall be restored.

ARTICLE VIII
GENERAL PROVISIONS

Section 1.

The Employer agrees to permit the Negotiating Committee or Grievance Committee to appear at all negotiations or grievance meetings with department heads or the Employer in negotiations or disputes without loss of pay except that at no time shall grievance meetings interfere with efficient operation of the school plant and program, nor will the Employer pay more than four (4) employees while sitting on grievances during the normal working hours.

Any employee elected by the Union to represent such Union at International, State or District meetings, or other official Union business, and which requires his/her absence from duty, shall be allowed to attend such meetings without compensation.

Section 2.

There shall be no replacement of regularly employed employees by relief workers or volunteers for the purpose of performing bargaining unit work, nor shall same be placed in any classified position. Provided, however, community and parent volunteers may be utilized occasionally to perform incidental tasks and special projects with the mutual agreement of the Employer and the Union only as set forth in a signed Letter of Agreement and with the understanding that such shall not establish a precedent.

Section 3.

The Employer may utilize college or technical schoolwork study student employees, provided, however, such employees shall not be utilized in excess of forty-five (45) working days.

Bargaining unit employees shall not experience a reduction of the normal hours of work nor shall bargaining unit positions be reduced as a result of Summer Youth Program and/or Work Study Program employment.

Bargaining unit positions requiring additional compensation shall be filled with the senior qualified bargaining unit employee prior to being offered to non-bargaining unit personnel.

Section 4.

The Employer agrees to discontinue the practice of using a "summer grass cutter" effective January 1, 1992. The district may utilize non-union workers to cut grass on properties not owned by the school district.

Section 5.

Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the School District at reasonable times to investigate grievances and other problems with which they are concerned.

Section 6.

The Employer shall erect and maintain bulletin boards of reasonable size, which bulletin boards shall be for the use of the Union to post any notices or documents relating to Union affairs.

Section 7.

The District is required to negotiate with the Union on any matter materially affecting bargaining unit positions or terms and conditions of employment.

Section 8. Management Rights.

The management of Independent School District No. 695 and the direction of the working forces, the Operation of the said department, including the hiring, promoting and retiring of employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of the employees in connection with reduction or increase in the working forces; the scheduling or work and the control and regulation of the use of all equipment and other property of the School District, are exclusive functions of the Employer; provided, however, that in the exercise of such functions, the Employer shall not alter any of the provisions of this Agreement.

The Employer is not required to meet and negotiate on matters of inherent managerial policy. Such matters shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, size and direction of the work force, to assign overtime; to hire, promote, demote, discipline; and all management rights not expressly delegated in this Agreement are reserved to the Employer as long as he/she does not alter or violate any of the provisions of this Agreement.

Section 9.

A one calendar month written notice of his/her desire to separate for the purpose of P.E.R.A. retirement shall be given to the Employer. For the purpose of separation from the district the employee will provide a 2-week written notice to the Employer. If the employee fails to do so, he/she shall forfeit all benefits covered by the provisions of this Agreement.

Section 10.

Any article, clause or statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded and the laws of the State of Minnesota and opinions of the Supreme Court, Attorney General, policies and rules and regulations of the State Department and Board of Education that are applicable hereto shall apply and become binding on the parties.

Section 11.

Provisions pertaining to Para-Educators:

Subd. A. The starting date of employment for the Para-Educators shall be the first day that school is in session for the students.

Subd. B. The items of sick leave, vacation, etc., shall be on a prorate basis (must work 20 hours or more per week) as per other seasonal employees (non-certificated).

Subd. C. The holiday provisions on the current agreement shall apply but only to the holidays which fall within the school year and shall not include time off for teachers' convention days.

Subd. D. Special Education Para-Educators will be paid for vacation time earned while school is in session at the conclusion of the calendar year or during non-student time with timely request approved by the superintendent.

Subd. E. Para-educators shall work when students are present. Para-educators assigned to a one-on-one student will be given alternative work during regular student contact hours when their assigned student is absent. Seniority rights do not apply.

Subd. F. All Aides will be paid for actual hours worked. First pay period time sheets will be submitted Sept 16 with first payroll payment on Sept 30. Final payment for hours will be made June

Subd. G. Special Education Para-Educators will be paid \$.20 per hour for CPI. The district reserves the right to select the Para-Educators for training.

Section 12.

The Employer shall provide the Union with a copy of all job classifications and job descriptions identifying the specific duties of the respective employee positions, as such job descriptions are updated and amended. All staff will receive an annual evaluation thirty (30) days prior to their anniversary date, except para educators' who shall receive an annual evaluation during the school year. The annual evaluation will be based on the job description and the employee's performance. Such evaluations shall only be used for counseling and coaching purposes and shall not be used for the purposes of disciplinary action.

Section 13.

In the event of the death of an employee, all severance pay, unused vacation, and accumulated compensatory time not paid to the employee shall be paid to his/her beneficiary or to the estate of the employee.

Section 14.

Any employee serving as an Extra Curricular Advisor will not be required to use leave to attend an event that is part of the activity they are supervising. Any employee who is serving as an advisor and is unable to fulfill the duties of the advisor will not be paid for that supervision.

Section 15.

In the event of an emergency closing, snow day or school being closed for some other unforeseen reason, employees will be given the opportunity to make up the hours. 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.

ARTICLE IX
SICK LEAVE

Section 1.

All regular employees shall earn sick leave at the rate of two (2) working days for each month of service, accumulative to one hundred eighty (180) working days.

Sick leave shall be computed as follows: 2 days will be earned if sick 10 days or less; 1 day will be earned if sick 11-15 days; and 0 days will be earned if sick over 15 days.

Employees may donate a minimum of .5 and a maximum of 5.0 vacation days per year to be used as sick leave by other members of the bargaining unit.

Section 2.

Sick leave with pay shall be allowed by the Employer whenever an employee's absence is found to have been due to his/her illness which prevented his/her attendance at school and performance of duties on that day or days. In accordance to MN Statute 181.9413 an employee may use their accumulated sick leave benefits for the care of a family member due to illness or injury. The employer may limit the number of absences available to the employee based on their employment status.

All employees must give the District one (1) hour notice of needing to use sick leave before their shift begins; excluding emergency situations.

The Employer may require an employee to furnish a medical certificate from the school health officer or from a qualified physician medical facility or provider (ie. clinic, hospital, urgent care facility) as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility for payment of an employee for sick leave is reserved to the Employer. In the event that a medical certificate will be required, the employee will be so advised.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. After an employee has used all of his/her accumulated sick leave, he/she shall be granted a leave of absence without pay not to exceed six (6) months without having his/her name removed from payroll. After each six-month period has expired, the Employer shall review the case and decide whether any further leave shall be granted, not to exceed three (3) years and subject to a doctor's report for each six-month period. An employee must request each leave of absence or extension in writing prior to eligibility.

Section 3.

The Employer and the Union agree to comply with the following Workmen's Compensation regulations: It is agreed that if an employee of Independent School District No. 695 shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the Employer shall pay the difference between the compensation received by the employee and his/her regular monthly pay rate, same to be deducted from said accrued vacation or sick leave benefits; the School District will provide for the payments described in this section during the periods of disability. It is understood that the additional payments made to the employee over and above that paid by Workmen's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

Section 4.

The Employer agrees to pay for the x-rays or tuberculin tests and for the entire physical examination, if required by law.

Section 5. Effective July 1, 2021, the School District agrees to pay \$85.00 per day for sick leave accumulated to 180 days as severance pay upon termination of employment from the School District, or upon the death of the employee. The employee may elect to have the entire contribution paid on their behalf to a designated 403b account and or a 457 account, or the employee has the option to have a full pay out.

All employees hired after January 1, 2016 must have worked with the District a minimum of fifteen (15) years to qualify for severance pay. For clarification, all employees hired before January 1, 2016 who have worked with the District a minimum of ten (10) years will qualify for severance pay.

AFSCME, AFL-CIO Local Union 536 and Chisholm Public Schools #695 agree that the following vendors will be eligible to receive contributions from employees and the employer for the 403(b) Deferred Compensation plan.

1. AIG (Valic)
2. Educators Financial Service
3. Ameriprise Financial Services
4. NY Life (if in compliance)
5. Equitable (if in compliance)
6. Metropolitan (if in compliance)
7. Thrivent

8. Edward Jones

These vendors will be incorporated into the 403(b) plan document required by the IRS.

Any new cost encumbered by the employee participating in a personal annuity will be born by the employee.

Section 6.

Four (4) personal leave days shall be allowed for business, which cannot be conducted at any other time. Allowed to carry one over the next year. Maximum is (5) in one year. Seventy-two (72) hour prior request and approval of the Superintendent is required. Ten percent of unit may be gone for this reason at any one time. Personal leave can be taken in full or half-day increments.

Section 7.

Once an employee has reduced their accumulated leave (sick, personal and vacation) to five (5) total days, that employee will be notified that they will NOT be paid to date but will be paid with a 2-week delay. Once a para educator has reached the point of a two-week delay they will remain on that status for the remainder of the school year. This section is in accordance with all conditions of the CBA.

ARTICLE X
DEATH OR SERIOUS ILLNESS IN A FAMILY

In case of serious illness or death in the immediate family, three (3) days will be allowed. According to the necessity and the distance traveled, extra time may be granted at the discretion of the Superintendent. Immediate family shall be defined as brother, sister, daughter, son, father, mother, wife or husband, grandchildren, brother-in-law, sister-in-law and grandparents of either the employee or his/her spouse. One day will be allowed for funerals of other close relatives - aunts, uncles, and first cousins of the employee or employee's spouse. All days used will be deducted from sick leave accumulation. Effective 7/1/96, nephews or nieces of the employee or the employee's spouse are included in the one (1) day of emergency leave.

ARTICLE XI
HOLIDAYS

Section 1.

All regular employees shall receive the following paid holidays:

New Year's Day	Easter Monday	Labor Day
President's Day	Memorial Day	Thanksgiving Day
Good Friday	Independence Day	Christmas Day

Employees will be given the Friday after Thanksgiving. At such a time when Veterans Day might become a school holiday in Chisholm, the Friday after Thanksgiving would no longer be given as a paid holiday.

Section 2.

All regular employees who are required to work on any of the above-mentioned holidays shall be compensated at time and one-half pay for their work that day in addition to their regular holiday pay.

Section 3.

When a paid holiday falls on an employee's scheduled day off or during his/her vacation period, he/she shall receive an additional day's paid vacation.

Section 4.

To qualify for holiday pay for a holiday not worked, it is required that each employee shall have worked his or her last scheduled work day or shift, prior to, and the first scheduled work day following the holiday, unless the employee is absent before or after a holiday for such reasons as scheduled vacation, sick leave, jury duty, death in the immediate family or approved compensation time. Those on sick leave prior to or after a holiday must present a physician's slip certifying the illness.

Section 5.

Employees who are working during Christmas break will be allowed to come to work at 8:00 a.m. and work until noon on both Christmas Eve and New Year's Eve. (These two half days are not to be considered as extra holidays, vacation time, or be used for the purpose of achieving overtime).

Section 6.

In the event that the school calendar includes Memorial Day and is subsequently changed, the employees shall still receive holiday pay for Memorial Day.

ARTICLE XII
VACATIONS

Section 1.

All full-time employees shall receive two (2) weeks of vacation annually with pay after one year of service; three (3) weeks of vacation annually after seven (7) years of service; four (4) weeks of vacation annually after fourteen (14) years of service; and one-half (1/2) day per year after 14 years up to 30 years of service. Capped at 30 years. Vacation time shall be computed as of July 1. Any employee starting work after July 1 shall have his/her vacation time figured pro rata from such starting time until July 1 next. No more than four (4) weeks may be taken during the summer.

Section 2.

All requests for time off shall be submitted electronically and approved by supervisor/department Head. An employee may take vacation at any time of the year. The rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees. It is intended that vacation time shall be used by December 31st of the following year in which it is earned. At the employee's option up to five (5) days of unused vacation time shall be paid out during the last pay period prior to the new year or employee anniversary date. Any vacation time in excess of five (5) days remaining unused shall be forfeited. Vacation is computed from July 1st through June 30th. (Example: July 1, 1993-June 30, 1994. Vacation must be used by December 31, 1994.) (Information regarding Para-Professionals can be found in Article 12, Secion 5, Sub. B)

Section 3.

The vacation period of an employee will not be split, except by mutual agreement of the employee and the Employer.

Section 4.

Upon termination of employment for any cause, the employee shall be paid for any accumulated vacation credit, including pro rata payments for periods of less than one year, unless he/she has failed to comply with Article VIII, Section 9, or was unable to do so because of serious emergency.

Section 5.

Subd. A. Special Education Para-Educators hired on or after 7/1/2014, will be paid for vacation time earned once annually on the employee's anniversary date or during non-student from the first day of school until the last day of school with timely request approved by the superintendent.

Subd. B. Special Education Para-Educators will be allowed to take not more than two weeks of vacation time while school is in session, of which no more than five (5) days shall be consecutive. Any remainder of vacation time shall be earned in pay. Education Para-Educators shall provide ample notice to the employer of the desired time off in order to ensure that a competent replacement is found before his/her vacation request will be approved.

ARTICLE XIII
HOURS OF WORK

Section 1.

The normal hours of work shall be eight (8) hours per day and forty-(40) hours per week. Hours worked in excess of eight (8) per day or forty-(40) per week will be compensated for at one and one-half times the hourly rates. All paid holidays will be considered as days worked in the computation of overtime.

Section 2.

All shifts beginning between 6:00 a.m. and 9:00 a.m., inclusive, shall be considered day shifts. All shifts beginning between 2:00 p.m. and 5:00 p.m., inclusive, shall be considered afternoon shifts. All shifts beginning between 10:00 p.m. and 1:00 a.m., inclusive, shall be considered night shifts. Each employee scheduled to work on the afternoon shift shall be paid a premium of \$.35 per hour for all hours worked by him/her on that shift, and each employee scheduled to work on the night shift shall be paid a premium of \$.35 per hour for all hours worked by him/her on that shift. An employee who begins work at a time not specified above shall be paid a premium of \$.30 per hour for all hours worked by him/her between 11:00 p.m. and 7:00 a.m. All employees who are scheduled or called out at times other than their routine schedules will be entitled to the appropriate shift differential. Differential pay on hours worked in excess of 48 hours will be paid at time and one-half rates.

Section 3.

Split shift work shall not be scheduled for employees of any department, nor shall employees be scheduled for more than one-hour lunch periods.

All overtime will be cash pay in accordance with this Agreement except where an employee wishes compensatory time in lieu of pay, subject to prior approval by the Employer. The employee must indicate this prior to working overtime. He/she shall file a written request at least three (3) days in advance of the period for taking such compensatory time. All compensatory time will be at one and one-half (1-1/2) times the regular hours worked and if granted either used or compensated only during non-student days within the fiscal year earned.

Section 4.

Authorization of overtime must come from the Superintendent's Office. Employees desiring to work overtime shall indicate their interest in such overtime by signing the overtime list.

All overtime shall be offered by the department head on a rotation basis in accordance with seniority and qualifications in the respective classification. Classification for the purposes of this section shall mean Custodial, Clerical, and Para-educators. As overtime occurs, the senior employee will be offered the first opportunity to work said overtime. In the event the senior employee declines, such overtime shall be offered to the next senior employee in the rotation. This procedure shall be continued until an employee accepts the overtime. Subsequent overtime shall be offered beginning with the employee next in rotation.

In the event an employee is scheduled for vacation, compensatory time, personal leave day, or sick day or declines to work such overtime the next employee in the rotation will be offered said overtime.

Overtime shall only be offered if such does not conflict with the employee's regular scheduled shift.

Weekend overtime shall be offered to the afternoon shift employees first.

A list of overtime being offered and refused shall be posted in the garage and carpenter shop at the end of each pay period.

Section 5.

An employee who is called out for service during his/her regular scheduled time off or days off shall receive a minimum of two hours' pay. Definition of callouts is:

- (1) When an employee is called out at any hour prior to his/her regular schedules starting time;
- (2) When an employee has left the job after completing his/her scheduled day of work for thirty minutes or more and is subsequently called out;
- (3) When an employee is scheduled on a day off such as weekends, holidays, or vacation.

An employee is not eligible for a call-out if he/she continues to work overtime beyond his/her regular scheduled workday without any break in working time.

Section 6.

All employees with sixteen (16) hours asbestos training shall receive \$5.00 per hour, in addition to the employee's regular salary, while performing operation and maintenance of asbestos and/or removal of asbestos. Employee must have Superintendent's approval prior to work being performed.

Section 7.

In the event job duties and requirements are changed for an employee's currently held position, the employee shall be given adequate time and opportunity to obtain the necessary requirements. The employer agrees to compensate such employee for job related training and workshops that are held outside the employees' normal work hours and the employee shall be provided salary compensation at the appropriate rate of pay for workshop hours attended.

Section 8.

Employees assigned to work out of class shall be paid at their normal hourly rate of pay or at the hourly rate of pay of the assignment, whichever is greater, for all hours worked in such assignment. Hourly rate is exclusive of the supervisor's monthly stipend.

**ARTICLE XIV
LONGEVITY**

All employees shall be entitled to longevity on the following basis: 3.5% of an employee's annual salary will be paid after 15 years, 4.5% after 20 years and 5.5% of annual salary after 25 years, and 6% of annual salary after 30 years. Annual salary would not include overtime work.

**ARTICLE XV
DEFINITIONS**

Casual Employee:

An employee who works sporadically and no more than fourteen (14) hours per week.

Temporary Employee:

An employee who is scheduled for a specific length of time, not to exceed thirty-(30) working days. A temporary employee may be full or part-time.

Longevity:

Refers to the length of service with the School District, calculated from the first date of service, of most recent hire.

Retirement:

An employee will be considered retired if he/she has worked for a period of time sufficient to retire under the provisions of PERA and/or the Federal Social Security Act, and the employee is collecting an annuity.

Temporary Vacancy:

A temporary vacancy shall be created when the District is experimenting with a new position, or someone from the bargaining unit is unable to perform their duties for a period of thirty-(30) working days due to illness, injury, or personal emergency.

Leave of Absence:

Time off without pay that is granted for a specific length of time.

The parties agree that the following (full-time and part-time) definitions shall not alter or change the provisions of the Agreement as provided per past practice.

Full-time Employees:

Employees whose normal hours of work per week are forty-(40) hours.

Part-time Employees:

Employees whose hours per week are more than fourteen (14) but less than forty-(40) hours.

ARTICLE XVI
DURATION OF AGREEMENT

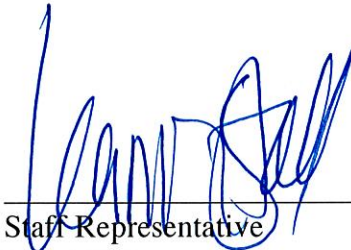
This Agreement shall continue in full force and effect until June 30, 2023, a period of two years and from year to year thereafter unless either party gives notice at least ninety (90) days prior to the annual renewal date to amend or terminate this Agreement. It shall be the obligation of the parties of this Agreement to complete negotiations in accordance with the Public Employees Labor Relations Act. If settlement on a new agreement cannot be reached prior to termination, the present contract shall remain in effect until a new settlement has been reached.

Employees should be familiar with agreement and refer to it when questions arise. No individual should expect to receive preferential treatment that would not be contained in this Agreement. All conditions of work shall be adhered to by each and every employee. Other rules and regulations pertaining to working conditions as adopted by the School Board are to be followed by all employees.


Executed by:


Chairman, Board of Education

5/12/22
Date


Staff Representative
Local 536

5/11/22
Date


Clerk, Board of Education

5-12-22
Date


President, Local No. 536

5-12-22
Date

NOTE: Special education Para-Educators will receive \$.20 per hr./ for CPI. The district reserves the right to select Para-Educators for training.)

New employees will be hired on the following basis in each job classification.

STEP I (Year 1)	85% of top level (Step VI)
STEP II (Year 2)	90% of top level (Step VI)
STEP III (Year 3)	95% of top level (Step VI)
STEP VI (Year 4)	Top level

A direct deposit of employee's payroll checks will be available at a bank of the employee's choice. Management of payroll records will be available on the school district's website, or by written request (24 hours in advance) a check copy will be available in the business office.

SALARY DETERMINATION SCHEDULE

APPENDIX A-1

July 1, 2021 - June 30, 2022

	\$0.60	Per hour increase			
		Step I	Step II	Step III	Step IV
		85%	90%	95%	100%
Base Salary					
Prior Year's Monthly Salary	\$3,937.48				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.36	\$19.86	\$21.02	\$22.19	\$23.36
Monthly Salary (New hourly rate x 173)	\$4,041.28	\$3,435.09	\$3,637.15	\$3,839.22	\$4,041.28
Annual Salary	\$48,495.36	\$41,221.06	\$43,645.82	\$46,070.59	\$48,495.36

JOB CLASSIFICATION

Bus Garage/Custodian/Bus Driver	\$4,041.28	Base Salary			
\$60 Mechanic extra per month	\$60.00				
Monthly Salary	\$4,101.28	\$3,486.09	\$3,691.15	\$3,896.22	\$4,101.28
Annual Salary	\$49,215.36	\$41,833.06	\$44,293.82	\$46,754.59	\$49,215.36

Transportation Foreman	\$4,041.28	Base Salary			
\$60 Mechanic, \$100 Foreman extra per month	\$160.00				
Monthly Salary	\$4,201.28	\$3,571.09	\$3,781.15	\$3,991.22	\$4,201.28
Annual Salary	\$50,415.36	\$42,853.06	\$45,373.82	\$47,894.59	\$50,415.36

Custodian/Bus Driver	\$4,041.28	Base Salary			
\$60 Utility extra per month	\$60.00				
Monthly Salary	\$4,101.28	\$3,486.09	\$3,691.15	\$3,896.22	\$4,101.28
Annual Salary	\$49,215.36	\$41,833.06	\$44,293.82	\$46,754.59	\$49,215.36

Carpenter Shop/Bus Driver	\$4,041.28	Base Salary			
\$60 Utility extra per month	\$60.00				
Monthly Salary	\$4,101.28	\$3,486.09	\$3,691.15	\$3,896.22	\$4,101.28
Annual Salary	\$49,215.36	\$41,833.06	\$44,293.82	\$46,754.59	\$49,215.36

Utility/Supervisor/Custodian	\$4,041.28	Base Salary			
\$60 Utility, \$60 Stockroom, \$100 Foreman extra per month	\$220.00				
Monthly Salary	\$4,261.28	\$3,622.09	\$3,835.15	\$4,048.22	\$4,261.28
Annual Salary	\$51,135.36	\$43,465.06	\$46,021.82	\$48,578.59	\$51,135.36

Custodian

Prior Year's Monthly Salary	\$3,909.80	Custodian Base Salary			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.20	\$19.72	\$20.88	\$22.04	\$23.20
Monthly Salary (New hourly rate x 173)	\$4,013.60	\$3,411.56	\$3,612.24	\$3,812.92	\$4,013.60
Annual Salary	\$48,163.20	\$40,938.72	\$43,346.88	\$45,755.04	\$48,163.20

Custodian/Operating Engineer	\$4,013.60	Custodian Base Salary			
\$15 Operating Eng, \$5 Boiler License, \$60 Utility extra per month	\$80.00				
Monthly Salary	\$4,093.60	\$3,479.56	\$3,684.24	\$3,888.92	\$4,093.60
Annual Salary	\$49,123.20	\$41,754.72	\$44,210.88	\$46,667.04	\$49,123.20

Asst. Chief Engineer/Cust/Bus Driver

Prior Year's Monthly Salary	\$4,094.91				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.27	\$20.63	\$21.84	\$23.06	\$24.27
Monthly Salary (New hourly rate x 173)	\$4,198.71	\$3,568.90	\$3,778.84	\$3,988.77	\$4,198.71
Annual Salary	\$50,384.52	\$42,826.84	\$45,346.07	\$47,865.29	\$50,384.52

Chief Engineer

Prior Year's Monthly Salary	\$4,177.95				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.75	\$21.04	\$22.28	\$23.51	\$24.75
Monthly Salary (New hourly rate x 173)	\$4,281.75	\$3,639.49	\$3,853.58	\$4,067.66	\$4,281.75
Annual Salary	\$51,381.00	\$43,673.85	\$46,242.90	\$48,811.95	\$51,381.00

Secretary Class II/Principal Office

Prior Year's Monthly Salary	\$4,077.61	Based off 12 month			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.17	\$20.54	\$21.75	\$22.96	\$24.17
Monthly Salary (New hourly rate x 173)	\$4,181.41	\$3,554.20	\$3,763.27	\$3,972.34	\$4,181.41
Annual Salary	\$50,176.92	\$42,650.38	\$45,159.23	\$47,668.07	\$50,176.92
\$30 per month to sunset upon retirement	\$30.00				
Monthly Salary	\$4,211.41				\$4,211.41
Annual Salary	\$50,536.92				\$50,536.92

Secretary Class III/Comm Ed

Prior Year's Monthly Salary	\$3,958.24	Based off 12 month			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.48	\$19.96	\$21.13	\$22.31	\$23.48
Monthly Salary (New hourly rate x 173)	\$4,062.04	\$3,452.73	\$3,655.84	\$3,858.94	\$4,062.04
Annual Salary	\$48,744.48	\$41,432.81	\$43,870.03	\$46,307.26	\$48,744.48

Special Education Aides - Hourly Rate

\$18.87	\$16.04	\$16.98	\$17.93	\$18.87
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New employees will be hired on the following basis in each job classification.

STEP I (Year 1)	85% of top level (Step VI)
STEP II (Year 2)	90% of top level (Step VI)
STEP III (Year 3)	95% of top level (Step VI)
STEP VI (Year 4)	Top level

A direct deposit of employee's payroll checks will be available at a bank of the employee's choice. Management of payroll records will be available on the school district's website, or by written request (24 hours in advance) a check copy will be available in the business office.

SALARY DETERMINATION SCHEDULE

APPENDIX A-1

July 1, 2022 - June 30, 2023

	\$0.45 Per hour increase				
		Step I	Step II	Step III	Step IV
		85%	90%	95%	100%
Base Salary					
Prior Year's Monthly Salary	\$4,041.28				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.81	\$20.24	\$21.43	\$22.62	\$23.81
Monthly Salary (New hourly rate x 173)	\$4,119.13	\$3,501.26	\$3,707.22	\$3,913.17	\$4,119.13
Annual Salary	\$49,429.56	\$42,015.13	\$44,486.60	\$46,958.08	\$49,429.56

JOB CLASSIFICATION

Bus Garage/Custodian/Bus Driver	\$4,119.13	Base Salary			
\$60 Mechanic extra per month	\$60.00				
Monthly Salary	\$4,179.13	\$3,552.26	\$3,761.22	\$3,970.17	\$4,179.13
Annual Salary	\$50,149.56	\$42,627.13	\$45,134.60	\$47,642.08	\$50,149.56

Transportation Foreman	\$4,119.13	Base Salary			
\$60 Mechanic, \$100 Foreman extra per month	\$160.00				
Monthly Salary	\$4,279.13	\$3,637.26	\$3,851.22	\$4,065.17	\$4,279.13
Annual Salary	\$51,349.56	\$43,647.13	\$46,214.60	\$48,782.08	\$51,349.56

Custodian/Bus Driver	\$4,119.13	Base Salary			
\$60 Utility extra per month	\$60.00				
Monthly Salary	\$4,179.13	\$3,552.26	\$3,761.22	\$3,970.17	\$4,179.13
Annual Salary	\$50,149.56	\$42,627.13	\$45,134.60	\$47,642.08	\$50,149.56

Carpenter Shop/Bus Driver	\$4,119.13	Base Salary			
\$60 Utility extra per month	\$60.00				
Monthly Salary	\$4,179.13	\$3,552.26	\$3,761.22	\$3,970.17	\$4,179.13
Annual Salary	\$50,149.56	\$42,627.13	\$45,134.60	\$47,642.08	\$50,149.56

Utility/Supervisor/Custodian	\$4,119.13	Base Salary			
\$60 Utility, \$60 Stockroom, \$100 Foreman extra per month	\$220.00				
Monthly Salary	\$4,339.13	\$3,688.26	\$3,905.22	\$4,122.17	\$4,339.13
Annual Salary	\$52,069.56	\$44,259.13	\$46,862.60	\$49,466.08	\$52,069.56

Custodian

Prior Year's Monthly Salary	\$4,013.60	Custodian Base Salary			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.65	\$20.10	\$21.29	\$22.47	\$23.65
Monthly Salary (New hourly rate x 173)	\$4,091.45	\$3,477.73	\$3,682.31	\$3,886.88	\$4,091.45
Annual Salary	\$49,097.40	\$41,732.79	\$44,187.66	\$46,642.53	\$49,097.40

Custodian/Operating Engineer	\$4,091.45	Custodian Base Salary			
\$15 Operating Eng, \$5 Boiler License, \$60 Utility extra per month	\$80.00				
Monthly Salary	\$4,171.45	\$3,545.73	\$3,754.31	\$3,962.88	\$4,171.45
Annual Salary	\$50,057.40	\$42,548.79	\$45,051.66	\$47,554.53	\$50,057.40

Asst. Chief Engineer/Cust/Bus Driver

Prior Year's Monthly Salary	\$4,198.71				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.72	\$21.01	\$22.25	\$23.48	\$24.72
Monthly Salary (New hourly rate x 173)	\$4,276.56	\$3,635.08	\$3,848.90	\$4,062.73	\$4,276.56
Annual Salary	\$51,318.72	\$43,620.91	\$46,186.85	\$48,752.78	\$51,318.72

Chief Engineer

Prior Year's Monthly Salary	\$4,281.75				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$25.20	\$21.42	\$22.68	\$23.94	\$25.20
Monthly Salary (New hourly rate x 173)	\$4,359.60	\$3,705.66	\$3,923.64	\$4,141.62	\$4,359.60
Annual Salary	\$52,315.20	\$44,467.92	\$47,083.68	\$49,699.44	\$52,315.20

Secretary Class II/Principal Office

Prior Year's Monthly Salary	\$4,181.41	Based off 12 month			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.62	\$20.93	\$22.16	\$23.39	\$24.62
Monthly Salary (New hourly rate x 173)	\$4,259.26	\$3,620.37	\$3,833.33	\$4,046.30	\$4,259.26
Annual Salary	\$51,111.12	\$43,444.45	\$46,000.01	\$48,555.56	\$51,111.12
\$30 per month to sunset upon retirement	\$30.00				
Monthly Salary	\$4,289.26				\$4,289.26
Annual Salary	\$51,471.12				\$51,471.12

Secretary Class III/Comm Ed

Prior Year's Monthly Salary	\$4,062.04	Based off 12 month			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.93	\$20.34	\$21.54	\$22.73	\$23.93
Monthly Salary (New hourly rate x 173)	\$4,139.89	\$3,518.91	\$3,725.90	\$3,932.90	\$4,139.89
Annual Salary	\$49,678.68	\$42,226.88	\$44,710.81	\$47,194.75	\$49,678.68

Special Education Aides - Hourly Rate

\$19.32	\$16.42	\$17.39	\$18.35	\$19.32
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APPENDIX "B"

GROUP INSURANCE BENEFITS FOR ALL NON-INSTRUCTIONAL EMPLOYEES

Section A. Dental Insurance:

Effective July 1, 2014 the school district will provide and pay 90% of the premium and the employee 10% of the premium for the dental health care program. Retirees shall have the option of purchasing the dental plan at their own expense.

Section B. Life Insurance:

The Employer will provide and pay for the premiums for a Life Insurance Program for all employees working twenty (20) hours or more per week as follows:

Basic Insurance per employee - \$50,000.00

\$10,000.00 life insurance policy to be paid for by the District for retiring employees with less than twenty (20) years of service. \$15,000.00 life insurance policy to be paid for by the District for retiring employees with twenty (20) or more years of service. Active employees and retirees retain the option to purchase more life insurance at his/her own expense as per the policy of the carrier.

Section C. Health and Hospitalization Insurance:

Effective September 1, 2003, any new employee hired will not be eligible for district contributions towards retiree health benefits. Any or all of earned severance may be placed in an individual account that could be used to cover health care costs until depleted. Upon death, the remaining funds may be used towards dependent coverage or will be paid to beneficiaries.

CONSUMER HEALTH DIRECTIVE PLAN (VEBA#831): Effective September 1, 2019, the District shall pay \$725.00 toward single premiums and \$1521.92 toward family premiums of the Consumer Health Directive Plan (CHDP) #831 VEBA. Effective September 1, 2019, the district will contribute 65% (\$1202.50) of the single deductible and 65% (\$2405.00) of family deductible. Future contributions are to be negotiated with each new contract. The District shall make two (2) bi-annual contributions into the employee's VEBA account. The District shall make the first 50% contribution by September 1st of each year and the second 50% contribution by February 1st of each year. District's contributions will be determined based on the employee's status on September 1 and February 1 of each year. The employee must be a policyholder in order to qualify for any district contribution toward health insurance.

At the September 1, 2021 renewal any premium savings or increases will be applied 50/50 to the district and employee share.

At the September 1, 2022 renewal any premium savings or increases will be applied 50/50 to the district and employee share.

The District shall also allow for hardship requests from the employee who may incur a medical/prescription bill that exceeds the balance in an individual's VEBA account. The employee will have to provide evidence of charges by submitting the EOB (explanation of benefit) statement receipt from the medical provider or pharmacy. Upon receipt of such proof, the District will take action to deposit an amount to cover the shortage or the balance of the annual contribution whichever is less. In no instance will the District contribute more than the prescribed annual allowance as stated in this section.

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

District health insurance payments will be prorated for part-time employees hired after July 1, 1996, and who work thirty-one (31) hours per week or less. Earned and paid hours shall be considered as hours worked.

EARLY RETIREES: Early retirees who are eligible for group insurance under conditions of this bargaining agreement, ARTICLE VIII, will receive the same premium and deductible contributions from district. Early retirees will adhere to all condition set forth as active employees. Once any retiree or dependent become Medicare eligible, they must move to Senior Gold and Blue Rx as per current rate schedule.

The Employer and the Union agree to review Health Insurance options during the term of this Agreement. However, adoption of a new health insurance plan shall be subject to ratification by the Union and the Employer. A new health plan may be implemented only if ratified by both parties.

Section D. Income Protection Insurance:

The Employer shall continue to provide and pay the entire premium for long-term disability insurance, which provides 66-2/3% of salary, 90 waiting days, and \$30,000.00 maximum annual covered salary, for all employees.

Section E. Employee or their dependents engaged in self-employed business are required to carry worker's compensation insurance.

APPENDIX "C"

RETIRED AND DISABLED EMPLOYEE COVERAGE

- A. Retiring employees hired after January 1, 2016, who are qualified by P.E.R.A. requirements (age plus years of service) must either have served the School District for at

least 15 continuous years, or otherwise have 20 years of service or more with the School District immediately prior to retirement in order to qualify for the retiree plan.

Effective September 1, 2019 Veba/ Retiree Hospital/Medical Benefits shall be as follows:

**SCHEDULE E
VEBA MEDICAL
RETIREE HOSPITAL/MEDICAL BENEFITS
Effective rates as of 9/1/2021**

	Total	District Share	Employee Share
Family 65-	\$2,091.00	\$1,247.17	\$843.83
Single 65-	\$851.50	\$613.25	\$238.25
Single RE Dependent	\$851.50	\$458.50	\$393.00

**GROUP PLATINUM BLUE
RETIREE/MEDICARE ELIGIBLE HOSPITAL/MEDICAL BENEFITS
Effective rates as of 1/1/2022**

	Total	District Share	Employee Share
Retired Employee	\$130.00	\$100.50	\$29.50
Retired Emp Dependent	\$130.00	\$64.50	\$65.50
RE Widow/Widower	\$130.00	\$0	\$130.00

(Any increases would be a 50/50 split.)
**PRE-MACRA RETIREE/MEDICARE ELIGIBLE HOSPITAL/MEDICAL
BENEFITS
Effective rates as of 1/1/2022**

	Total	District Share	Employee Share
Retired Employee	\$254.00	\$162.50	\$91.50
Retired Employee Dependent	\$254.00	\$126.25	\$127.75
RE Widow/Widower	\$254.00	\$0.00	\$254.00

(Any increases would be a 50/50 split.)
POST MACRA SENIOR GOLD/MEDICARE ELIGIBLE HOSPITAL/MEDICAL

BENEFITS
Effective rates as of 1/1/2022

	Total	District Share	Employee Share
Retired Employee	\$236.50	\$153.75	\$82.75
Retired Employee Dependent	\$236.50	\$117.75	\$118.75
RE Widow/Widower	\$236.50	\$0	\$236.50

RETIREE/MEDICARE ELIGIBLE GROUP PRESCRIPTION PLAN (BLUE RX)
Effective rates as of 1/1/2022

	Total	District Share	Employee share
Retired Employee	\$178.00	\$110.50	\$67.50
Retired Emp Dependent	\$178.00	\$88.50	\$89.50
RE Widow/Widower	\$178.00	\$0	\$178.00

RETIREE/MEDICARE ELIGIBLE PRESCRIPTION RATES AS FOLLOWS:

		\$0, \$20, \$40, \$60, 25%
GAP		NO
DEDUCTIBLE		N/A
LEVEL 1	FORMULARY GENERIC	\$0
LEVEL 2	FORMULARY PREFERRED BRAND	\$20
LEVEL 3	FORMULARY BRAND	\$40
LEVEL 4	SPECIAL TIER	\$60
SUPPLEMENTAL DRUGS		25%
FORMULARY		4-LEVEL

- B. All retirees qualifying under Section (A) and dependents eligible for parts A or B Medicare, or both, shall enroll in those parts of Medicare for which they are eligible and shall be offered a supplemental plan to Medicare which will make their level of benefits equal to the benefits of an active employee. The district and retiree shall split premium increases 50/50. Effective January 1, 2008 a new supplemental plan shall be offered to all qualifying retirees and their dependents. Each qualifying individual will carry a single supplemental plan covering both medical and prescription coverage. Conditions governing the new supplemental coverage include:
- a) All increases in both medical and prescription coverage will be split 50/50.

- b) This is the plan for all future retirees covered by medical/retiree insurance.
- C. Retirees, as defined in Section (A) above, and/or their dependents that are not eligible for Medicare, shall be continued on the active group level of benefits. The School District will contribute towards single and family coverage in accordance with the active employee Hospital/Medical Benefits Schedule. The district and retiree shall split premium increases 50/50.
- D. Part-time employees who are eligible as active employees for hospitalization and medical insurance coverage shall qualify for the retiree plan.
- E. The retired employee shall monthly remit to the School District Business Office that portion of the premium for which he/she is liable prior to the due date. Failure to comply with such procedure shall result in a termination of the plan for such employee.
- F. Retiring employees not eligible for Medicare must have served the School District for at least 15 continuous years immediately prior to retirement in order to qualify for the following plan:
 - 1. Retirees who are forced to leave for medical reasons shall be continued on the active level of benefits. The School District will contribute towards single and family coverage. The district and retiree shall split premium increases 50/50.
 - 2. The School Board reserves the right to determine the eligibility of the employee applying for this benefit.
- G. Each retiree, upon retirement, shall be given a copy of the rules for hospital and medical insurance coverage for retired employees.
- H. Rose Mae Peternal shall be grandfathered into Employer paid benefits provided under the collective bargaining agreement effective upon her request and subsequent retirement.

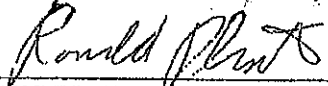
Memorandum of Understanding
Between ISD # 695 and American Federation
Of State, County, and Municipal Employees, AFL-CIO
Local Union # 536

This Memorandum of Understanding will address ARTICLE XII VACATIONS, Sections 1 and 2. All employees hired prior to July 1 2014 who are eligible for vacation benefits will be grandfathered in under the existing CBA language. All procedures and time lines currently in place will remain.

All employees hired on or after July 1, 2014 and who are eligible for vacation benefits will fall under the following conditions:

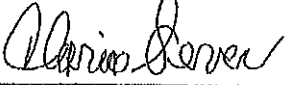
- After 1 year of employment the employee is entitled to 2 weeks of vacation (prorated based on months worked in a calendar year)
- 3 weeks after 7 years (Prorated)
- 4 weeks after 14 years (Prorated)
- ½ day after 14 yrs-capped at 30 yrs (Prorated)
- Vacation time will be computed on the hire anniversary date of the employee
- Vacation time will be entered on Employee Self Serve (ESS)
- No other notification will be given to the employee
- It is the employee's responsibility to verify ESS for accuracy
- The employee is required to report all miscalculations to the Supt. Office. Failure to do so will result in disciplinary actions
- All miscalculation will be adjusted immediately
- All vacation time must be used in one calendar yr, (from anniversary date to anniversary date)
- Unused vacation time will be forfeited.
- The employee must provide a green slip to their supervisor prior to the vacation date
- The supervisors shall consult with all employees entitled to vacation, and from such consultation, a working schedule for the vacation shall be established subject to the approval of the Superintendent.

This MOU will go into effect as of July 1, 2014 and will remain into effect until a new language is incorporated in the CBA



AFSCME President

1-20-16
Date:



Chairperson

1-25-16
Date:

MEMORANDUM
OF
UNDERSTANDING

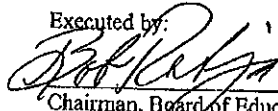
Between AFSCME Local 536, and Chisholm Public Schools

Regarding: Extra stipend for Secretaries

The Chisholm School District and AFSCME agree that the extra monthly stipend of \$30 a month, for the three building secretaries will sunset on the retirement/termination of employment of:


Rachel Rahja
Sheila Kne
Diane Yonkovich
Mary Jo Pavoivich

Executed by:




Chairman, Board of Education

Date

 9/4/19


Staff Representative
Local 536

Date



Clerk, Board of Education

Date



President, Local No. 536

Date

Dr. Janey Blanchard
Superintendent
Ext. 2900

Simone Zurich
Business Manager
Ext. 2904

Jennifer Crotteau
Counselor
Ext. 2904

Community Ed Office
Ext. 2904



Richard B. Aldrich
Sr. High Principal
Ext. 2900


Jeffrey S. Hancock
Pre-K-6 Principal
Ext. 2900; Pre-K-4
Ext. 2906; 4th-6th

Mark C. Morrison
Asst. K-12 Principal
Activities Director
Ext. 2902

LETTER
OF
UNDERSTANDING

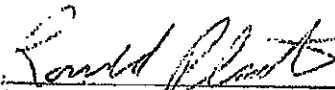
To: AFSCME
From: Chisholm Public Schools
Regarding: Chief Boiler/Electrical

The Chisholm Schools are willing to pay the position of Chief Boiler in the amount of \$65,000 the first year, the second year will reflect the increase agreed upon in the contract. All other benefits will fall under the collective bargaining language agreed upon for the 2019-2021 contract.



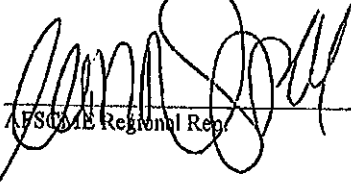
Dr. Janey Blanchard

Date 12-13-19



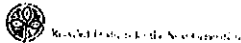
Ron Plante, AFSCME President

Date 12-13-19



AFSCME Regional Rep

Date 12/13/19



Committed to high expectations
400 3rd Ave. SW
St. Paul, MN 55102
651-201-1100 • 651-201-3911 Fax



This Letter of Understanding is entered into between the Chisholm Schools (hereafter "Employer") and AFSCME, AFL-CIO, Local 536 (hereafter "Union") representing the employees of AFSCME Non-Certified Staff.

WHEREAS: The employer has determined the need to create a new position entitled "Facilities and Grounds Operations Coordinator; and

WHEREAS: The position expectations require significant responsibilities including but not limited to ensuring organization of District Workflow, coordination of work/vacation schedules, standardization of processes, evaluation of budgetary expenditures, and other decision making responsibilities;

WHEREAS: It is in the interest of both the Employer and the union to ensure that exceptional services are provided in a cost effective manner to tax payers, while providing fair compensation for work duties to retain quality employees;

WHEREAS: This position classification is new to both the union and the employer, different from past creation of positions such as adding additional staff to an existing classification or lesser changes to job duties;

NOW THEREFORE: The Employer and the Union agree it is necessary to outline the trial terms of the new position classification, hours of work, and establish compensation rates for the new position;

BE IT RESOLVED: A new pay Classification, herein referred to as Facilities and Grounds Operations Coordinator shall be developed. \

BE IT FURTHER RESOLVED: The compensation for this position shall be commensurate with experience, licensure, credentials, etc. A

BE IT FURTHER RESOLVED: The initial offer of salary following interviews shall range from \$65,000-75,000 following a four-tier step process in the CBA.

BE IT FURTHER RESOLVED: The salary offered to the initial applicant shall be the salary for the position moving forward should the position become vacant in the future.

BE IT FURTHER RESOLVED: The terms and conditions agreed to in this Letter of Understanding shall be incorporated into the Labor Agreement when the contract is reopened for regular negotiations providing the Employer does not discontinue the position prior.

FINALLY, This Letter of Understanding represents the full and complete agreement between the parties regarding this matter. The provisions of this LOU do not modify the parties Labor Agreement instead are in addition to the existing provisions. All other provisions of the collective bargaining agreement continue to apply including but not limited to, longevity pay, seniority, and other forms of premium pay.

DATED THIS 11th of April, 2022.

FOR THE EMPLOYER
[Signature]
Board Chair
[Signature]
Superintendent

FOR THE UNION
[Signature]
Local President
[Signature]
Labor Representative



This Letter of Understanding is entered into between Chisholm School District (hereafter "Employer") and AFSCME, AFL-CIO, Local 536 (hereafter "Union") representing all non-certified employees of the School District

WHEREAS: Both the Employer and the Union are parties to a Collective Bargaining Agreement ; and

WHEREAS: A need has arisen for a Paraeducator who is also a licensed LPN for the purposes of meeting the needs of a student's IEP; and

WHEREAS: The need for an LPN license demonstrates added value to this particular position beyond the scope of regular para duties;

NOW THEREFORE: The Employer and the Union agree it is necessary to provide an additional hourly differential to the regularly scheduled employee holding licensure and any para subsequently filling in for the purpose of covering sick and personal leave time afforded to the LPN/para;

BE IT RESOLVED: Any employee working with a student who's IEP requires an LPN license shall receive an additional \$.63 (sixty three cents) per hour to be added to the employee's base wage.

BE IT FURTHER RESOLVED: The terms and conditions agreed to in this Letter of Understanding shall be incorporated into the Labor Agreement when the contract is reopened for regular negotiations providing the Employer does not discontinue the position prior.

FINALLY, This Letter of Understanding represents the full and complete agreement between the parties regarding this matter. The provisions of this LOU do not modify the parties Labor Agreement instead are in addition to the existing provisions. All other provisions of the collective bargaining agreement continue to apply including but not limited to, longevity pay, and seniority.

DATED THIS 8th of August, 2022.

FOR THE EMPLOYER



Superintendent



School Board Chair

FOR THE UNION

Leann Stoll-Labor Representative

Local President- Michele Nelson