

**Council 65, AFSCME
AFL-CIO
Labor Agreement
Paraprofessionals, Food Service &
Administrative Assistants
2019-2022**

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AGREEMENT (NONLICENSED)

**ARTICLE I
PURPOSE**

Parties: This Agreement is entered into between Bird Island-Olivia-Lake Lillian Public School, Independent School District No.2534, (hereinafter referred to as the Employer) and Local Union No.1686, affiliated with Minnesota Council 65 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, (hereinafter referred to as the Union), pursuant to and in compliance with the Public Employment Labor Relations Act, (hereinafter referred to as PELRA) to provide the terms and conditions of employment for the all paraprofessionals, food service and secretarial personal who are employed by the District.

**ARTICLE II
RECOGNITION**

Section 1. Recognition:

Pursuant to the certification of the State of Minnesota, Bureau of Mediations Services Case No. 20PRE1426 the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect of pay, wages, hours of employment, and all other conditions of employment.

Section 2. Appropriate Unit:

The Union shall represent all such employees of the District contained in the appropriate unit as defined in ARTICLE III, Section 2. of this Agreement and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services, if any.

**ARTICLE III
DEFINITIONS**

The following terms used in this Agreement shall be defined as follows:

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 contributions or benefits other than employer payment of, or contributions to, premiums for group insurance of retired employees or severance pay, and 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, paraprofessionals, food service employees and Administrative Assistant employees, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential

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employees, and part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five (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 sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

For the purposes of this Section, the normal work week shall be defined as thirty (30) hours or more for paraprofessionals, food service and secretarial employees. Any employee working in multiple classifications shall have all hours added together for the determination of unit inclusion. The job family or classification the employee works the majority of hours in will determine this inclusion. In the case of an even split, this determination will be mutually agreed to by the Superintendent and the employee.

Section 3. School District or District:

For purposes of administering this Agreement, the word/term, "District/School District," or the term, "District," shall mean the School Board or its designated representative(s).

Section 4. Classifications:

Classifications of employee's will be determined by the administration based upon current job descriptions. Employees doing work in more than one job family or classification will be classified in the job family most appropriate to the job description. For the purposes of this Agreement the following job classifications and positions shall exist:

Subd. 1. Paraprofessionals: Paraprofessional positions shall include but not be limited to:

Special Education Paraprofessional	Title I Paraprofessional
Media Paraprofessional	Classroom Paraprofessional

Subd. 2. Food Service: Food Service positions shall include but not be limited to:

Head Cook
Assistant Cook
Cook Helper
Dishwasher

Subd. 3 Administrative Assistants: Administrative Assistant positions shall include but not be limited to:

Administrative Assistant
Administrative Assistant-Athletics
Business Manager Administrative Assistant

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Section 5. Standard Work Week/Workday:

Subd. 1. Paraprofessional, Food Service and Administrative Assistant: Full time paraprofessional and food service employees are employees working at least thirty (30) hours per week for the school year. Part time paraprofessional and food service employees are employees working less than thirty (30) hours per week for the school year. Full time Administrative Assistant employees are employees working at least forty (40) hours per week for ten (10) or more months per year. Part time Administrative Assistant employees are employees working less than 40 hours per week and/or less than 10 months per year.

Subd. 2. Extended Work Year: Necessary duty beyond the contracted days, either before the work year begins or after the last scheduled day, shall be paid on the same basis as outlined in Article VI.

Section 6. Temporary Employee:

The definition of temporary employee shall be one who is employed for a long term of absence of a regular employee. Such temporary employee shall be paid at the substitute rate of pay. Longer term absence shall be defined as one that is to last two (2) weeks or more than ten (10) consecutive working days in the same position.

Section 7. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by PELRA.

**ARTICLE IV
SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights:

The Union recognizes that the School District is not required to meet and negotiate regarding matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

Section 2. Management Responsibilities:

The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations:

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives, and

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orders issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V
EMPLOYEE RIGHTS**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Union.

Section 2. Right to Join:

Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate a Union for the purpose of negotiating grievance procedures and the terms and conditions of employment for employee members of the bargaining unit.

Section 3. Dues Check Off:

In recognition of the Union as the Union, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301.

Section 4. Fair Share Fees:

In the event federal law changes, or the Janus Supreme Court decision is reversed, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement, in an amount certified by the Union.

The Union agrees to indemnify and to hold the school district harmless against any and all claims that may arise regarding the application of this article.

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Section 5. Personnel Files:

Members of the unit upon written request to the supervisor having custody of the file, have the right to review the contents of his or her own personnel file and evaluations. Members of the unit shall have the right to reproduce, at his or her own expense, any of the contents of his or her own file.

Section 6. Access to School Facilities:

The Union and its members shall have access to school facilities for the purpose of conducting association business.

**ARTICLE VI
RATES OF PAY**

Section 1. Rates of Pay:

Subd. 1. Rates of Pay: Starting pay rates as reflected in Appendix A shall be part of the Agreement for the period commencing July 1, 2021, to June 30, 2022.

\$0.00 will be added to each employee's hourly rate in 2019-2020 for all current employees.

\$.50 will be added to each employee's hourly rate in 2020-2021 for all current employees retroactive to July 1, 2020.

\$1.15 will be added to each employee's hourly rate in 2021-2022 for all current employees.

Subd. 2. The superintendent may allow a new employee, with experience germane to the position, be paid at a higher rate of pay, but not to exceed any current employee who has 10 years of experience with the school district.

Subd. 3. Food service employees required to prepare meals for Teacher in-service days will receive time and one half for working these hours.

Section 2. Withholding Salary Advancement:

An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Pay Checks:

Employees shall be paid on the 15th day and 30th day of each month or in the nearest normal working day if such date falls on a holiday or weekend.

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Section 4. Advancement on Salary Schedule:

In order to qualify for step advancement a newly hired employee must have started on or before February 1 of the current fiscal year.

Section 5. Wage Differentials:

Food Service Certification: Employees with a current Serve Safe Food Manager License and working as a lead/assistant employee will be compensated \$.30 per hour/per person, four (4) people, for those duties.

Library/Media Paras: Employees working as Library/Media Paras will be compensated an additional \$.30 per hour/per person, for duties performed.

Section 6. Paid Time Off for Union Business. Any employee who conducts union business during the school day shall be able to use sick leave time to be paid for that day.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Selection of a Carrier:

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance – Single Coverage:

For Paraprofessional and Food Service employees the School District shall contribute a sum of not to exceed \$2,873.00 annually toward the premium for individual coverage for each 9-month employees employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Administrative Assistants of the bargaining unit shall be granted **\$3300.00** towards the premium for individual coverage. Health insurance premiums paid by the school district shall be done so over a nine (9) month period. Any additional cost of the premium shall be borne by the employee.

Section 3. Health and Hospitalization Insurance – Family Coverage:

For Paraprofessional and Food Service employees the School District shall contribute a sum of not to exceed \$5,150.00 annually toward the premium for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Administrative Assistants of the bargaining unit shall be granted \$5,550 annually towards the premium for individual coverage. Health insurance premiums paid by the school district to the following three employees: Nancy Mandersheid shall be done so over a twelve (12) month period. All other employees will have family premiums paid by the school district shall be done so over a nine (9) month period. Any additional cost of the premium shall be borne by the

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employee. To qualify for family coverage an employee must have legal dependents as determined by the insurance carrier.

Section 4. Claims against the School District:

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.

Section 5. Duration of Insurance Contribution:

An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the District, on paid status, and enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contribution shall cease.

Section 6. Eligibility:

Full benefits provided in this article are designed for full-time employees who are employed thirty (30) hours per week on a 12-month basis. Part-time employees who are employed an average of at least thirty (30) hours per week and one hundred and fifty (150) days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of thirty (30) hours per week or less than one hundred and fifty (150) days in a school year shall not be eligible for any benefits pursuant to this article. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 1. Sick Leave:

- Subd. 1. Earning: Paraprofessional and Food Service employees, shall earn sick leave at the rate of 2 days of sick leave for one month and 1 day of sick leave for each month thereafter up to a maximum of eleven (11) working days for each year of service in the employment of the School District. Administrative Assistants shall earn sick leave at the rate of one and one-quarter (1 1/4) day for each month of work, not to exceed fifteen (15) days per year. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.
- Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of 100 days of sick leave for Food Service and Paraprofessional employees. Administrative Assistant employees may accumulate up to a maximum of 130 days of unused sick leave.
- Subd. 3. Use: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performance of duties on that day or days.

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Subd. 4. Sick leave, for the purpose of this Agreement, shall mean personal illness or such illness or injury to a member of the employee's immediate family as requires the employee's prompt attention. The term "immediate family" means child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, or persons for whom the employee is legal guardian. This leave may not be used for recreational purpose.

Subd. 5. Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Personal Leave: Employees shall be granted two (2) days of personal leave per year, non-accumulative. Employees will be paid 50% of their normal daily rate of pay at the end of the school year for up to two (2) personal leave days not used. At the beginning of an employee's fifteenth (15) year of consecutive service, an employee will be granted a third (3) personal leave day. Employees will be paid 50% of their normal daily rate of pay at the end of the school year for up to three (3) personal leave days not used. The number of hours for each personal day shall be the number of hours the employee is normally assigned during the day. Personal leave days may not be used during the last ten (10) student contact days of the school year, unless approved by the superintendent. Personal leave days are not to be used immediately before or after a break or holiday, unless approved by the superintendent.

Request for personal leave must be made in writing to the superintendent at least three (3) days in advance, except in the event of emergencies. The reason for personal leave will be at the discretion of the employee. Only a maximum of three employees per site will be allowed to take personal leave at the same time.

Subd. 8. Administrative Assistant employees who work at least two-hundred fifteen (215) days in a regularly assigned position shall earn five (5) days of annual vacation each contract year.

Administrative Assistant employees working more than two-hundred fifteen (215) days but less than two-hundred sixty days shall earn six (6) working days of annual vacation each contract year.

Part-time twelve (12) month Administrative Assistant employees shall earn ten (10) working days of annual vacation each contract year.

Full-time twelve (12) month employees shall earn fourteen (14) working days of annual vacation each contract year.

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Unused vacation must be taken within six (6) months after the end of the contract year. All vacation must be approved by the Superintendent or other designated Supervisor.

Section 2. Workers' Compensation:

Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers' 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.

Section 3. Bereavement:

All members of the bargaining unit shall be allowed bereavement leave up to a maximum of five (5) days per occurrence in the event of death in the employee's immediate family and, if there is a spouse, the spouse's immediate family, and mother and father in-law. Immediate family includes spouse, parents, children, grandchildren of grandparents in loco parentis to their grandchildren, brothers, and sisters. Three (3) days of bereavement leave shall be granted per occurrence upon the death of grandparents, grandchildren and guardians, and brother and sister in-laws. One (1) day of bereavement leave shall be granted upon the death a friend not covered in the definition of immediate family. Leave must be taken at time of death or funeral. Bereavement leave will be deducted from accrued sick leave.

Section 4. Child Care Leave:

- Subd. 1. Use: A childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.
- Subd. 2. Request: An employee making application for childcare leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave.
- Subd. 3. Medical Statement: A pregnant employee will provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.
- Subd. 4. Duration: In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:
 - 1. Grant any leave more than twelve (12) months in duration.
 - 2. Permit the employee to return to employment prior to the date designated in the request for childcare leave.
- Subd. 5. Reinstatement: An employee returning from childcare leave shall be reemployed in a position for which he/she is qualified unless previously discharged or placed on unrequested leave of absence.

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Subd. 6. Failure to Return: Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 5. Medical Leave:

Subd. 1. Eligibility: An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long term disability compensation shall, upon written request, be granted a medical leave of absence without pay for up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. Request: A request for leave of absence or renewal thereof 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 assume normal responsibilities.

Section 6. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

(1) the birth and first-year care of a child.

(2) the adoption or foster placement of a child.

(3) the serious health condition of an employee's spouse, child, or parent, and

(4) the employee's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health and hospitalization insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section and insurance contributions, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. Paid Leave under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided

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the employee qualifies for the paid leave, i.e., sick leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

Section 7. Jury Service:

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District. If excused, he/she shall return as immediately as possible to complete the workday. The employee shall be allowed to retain mileage reimbursement.

Section 8. Military Leave:

Military leave shall be granted pursuant to applicable law.

Section 9. Insurance Application:

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 6. of this article. In the event the employee is on paid leave from the School District under Section 1. of this article or supplemented by sick leave pursuant to Section 2. of this article, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 10. Credit:

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 11. Eligibility:

Full leave benefits provided in this article shall apply only to full-time employees who work at least forty (40) hours per week on a 12-month basis and shall not apply to substitute or temporary employees. Employees who work less than 40 hours per week shall be eligible for prorated benefits to the extent of their employment.

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Section 12. Court Duty:

Employees required to appear before a court on behalf of the District shall be granted a leave of absence with pay.

Section 13. Pay Deduct Days:

Pay deduct days will not be allowed unless personal days are used up first.

**ARTICLE IX
HOURS OF SERVICE AND DUTY YEAR**

Section 1. Basic Work Week:

The regular work week, exclusive of lunch, shall be prescribed by the School District.

Section 2. Basic Work Year:

The regular work year shall be prescribed by the School District.

Section 3. Part-Time Employees:

The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 4. Shifts and Starting Time:

Employees will be assigned a starting time and shift as determined by the district superintendent.

Section 5. Lunch Break:

All employees, except for food service personal, shall be provided an unpaid duty-free lunch period of at least thirty (30) minutes. Employees shall be provided with a 15-minute paid rest break for every four hours worked.

Food Service employees shall be provided with a paid twenty (20) minute duty-free lunch period if the employee's work period includes the regular lunch period and the employee works a period of two and one half (2.5) hours or more.

Section 6. School Closing:

In the event that school is closed for any reason and the School District does not require employees to perform services, the employees' compensation shall be reduced accordingly or accumulated sick leave can be used.

In the event that the School District participates in a MSHSL state-sponsored event, whereby school is closed for the purpose of attending the MSHSL state-sponsored event, employees shall have the option of using accumulated sick leave for the day school is closed.

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In the event that school is dismissed early for an unusual or unanticipated circumstance, such as weather or mechanical problems, or there is a late school start, employees who are at work at the time of dismissal or will be reporting to work for the day after a late start, will be eligible for minimum of two (2) hours pay for the day. If the employee works more than two hours the employee will be compensated based upon the actual number of hours worked for the day not to exceed their daily scheduled hours. If a food service employee has not received notice at least one-half (1/2) hour before the start of their shift, they will be compensated for two (2) hours pay for the day.

Section 7. In-service Training: All paraprofessionals and food service employees will be required to work all student contact days and hours as presented on the school calendar which is board approved each year. Three (3) week notice will be given for any training's that must be attended by the employee. Employees will be paid their regular hourly rate of pay for all in-services they attend.

Section 8. In-Service Day Meals: Food service employees requested to prepare meals for Teacher in-service days will be given three (3) weeks' notice of the extra hours.

ARTICLE X HOLIDAYS

Section 1. Paid Holidays:

Paraprofessionals and Food Service employees of the bargaining unit shall be granted the following paid holidays:

Thanksgiving Day Christmas Day New Year's Day

10-month (215 days but less than 260 days) Administrative Assistants of the bargaining unit shall be granted the following nine (9) paid holidays each contract year:

New Year's Eve Day	Memorial Day	Day After Thanksgiving Day
New Year's Day	Labor Day	Christmas Eve Day
Good Friday	Thanksgiving Day	Christmas Day

12-month (260 day) Administrative Assistants of the bargaining unit shall be granted the following 10 (ten) paid holidays each contract year:

New Year's Eve Day	Memorial Day	Thanksgiving Day
New Year's Day	Labor Day	Day After Thanksgiving Day
Good Friday	4 th of July	Christmas Eve Day
		Christmas Day

Holiday pay shall be the number of hours per day that the employee is normally assigned during the day.

Section 2. Weekends:

Any holiday that falls during a weekend will be observed on a day established by the School District.

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Section 3. School in Session:

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 4. Application:

In order to be eligible for holiday pay, an employee must have worked the regularly scheduled workday before and the regularly scheduled workday after the holiday unless on an excused illness, leave, or on vacation under these provisions.

**ARTICLE XI
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

Section 1. Probationary Period:

An employee, under the provisions of this Agreement, shall serve a probationary period of six (6) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification:

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period:

An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Progressive Discipline:

The School District recognizes the concept of progressive discipline consisting of 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge.

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Section 5. Seniority Date:

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the hire date of the employee. If more than one employee is hired on the same date, seniority ranking for such employees shall be determined by the last four digits of the employee's social security number and whichever is higher shall be deemed more senior.

Subd. 1. Seniority List: A seniority list shall be compiled by the District and provided to the Steward not later than November 1 of each year. Employees shall then have thirty (30) calendar days to provide the District with information which may or may not lead to adjustments. Any revised list will then be provided to the Steward and an employee shall have fifteen (15) days to review.

Subd. 2. A position lasting more than 10 days in one position and less than 67 days shall be considered a long-term sub position. Paraprofessionals or Food Service members on layoff will be offered the long-term sub position in seniority order for which they are qualified for before offering the position to an outside applicant/substitute.

Paraprofessionals and Food Service members, if put on layoff will have access to carry-over sick leave into a long-term sub position. New sick leave will not accumulate during the long-term sub position.

Section 6. Job Posting:

Permanent job openings in any classification in the school district will be posted in all buildings in the district for a period of five (5) working days. Employees interested in the position must advise the employer in writing within the posting period. An in-house applicant will be given consideration.

Section 7. Job Classifications:

For the purposes of layoff, reduction, recall and benefits, seniority in the following job classifications and positions shall exist: Paraprofessional, Food Service and Administrative Assistants.

**ARTICLE XII
REDUCTION IN FORCE**

The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. Qualification of employee shall be at the discretion of the School District. An employee on layoff shall retain seniority and the right to recall, within classification, for a period of twelve (12) months after the date of layoff.

All employees on layoff shall be responsible for keeping the school district informed of their addresses and telephone numbers. An employee on layoff who does not report back to work within five days after being notified by certified mail, sent to the employees last known address, will be considered to have resigned and shall lose all further right to recall.

**ARTICLE XIII
VACANCIES, JOB POSTINGS AND ASSIGNMENTS**

Section 1. Vacancy Notice:

All vacancies or new jobs will be posted simultaneously in each school building, the School District office, and externally. Any employee shall be eligible to apply in writing for said vacancy or new job unless a current interview list is present. If a current interview list is present, the School District may utilize said list in lieu of posting if the vacancy occurs in the job for which the interview list was established. An interview list will expire four (4) weeks from the date the candidate from said list began working. Copies of all postings will also be sent to the chief union steward.

All eligible union members bidding a vacancy will receive an interview. It is the intention of the parties to fill any vacancy with the best qualified candidate. If qualifications, including veteran's preference, are deemed equal, the position shall be awarded according to seniority. The School District shall make such determination.

Employees shall be moved to said positions on the basis of seniority provided that they are the best qualified for the position. Nothing herein shall, however, prevent the School District from considering application for said positions of others not presently employees of the School District. Current employees not selected will be provided the reason(s) in a conference with the responsible administrator at the employee's request. The employee may bring a representative of the union to this conference.

Subd. 1. Vacancy: A position vacancy shall exist when there are enough hours for a position to be included in the unit by class and covered by this Agreement as defined in Article III, Section 2. In addition, any increase in hours of more than two (2) hours per day in a position shall be posted.

Section 2. Transfer Policy:

Subd. 1. Transfers: Transfers from one position to another position within a classification shall be made with the approval of the School District. Unless mutually agreed, a transfer shall not decrease the earnings for the same time worked of any employee covered by this Agreement unless it is with just cause.

Subd. 2. Advancing Classification: An employee who transfers from one classification or position to another classification or position with a higher rate of pay shall be made with the approval of the School District. The compensation for employees so transferred shall be placed on the new step schedule at the next step higher than the one which is the same or greater than the rate of pay the employee was making at the old classification or position.

An employee who transfers to a position with a higher rate of pay shall have a 30-workday probationary period. At any time before 30 workdays have elapsed, the employee or the School District may elect to reverse the transfer. An employee who has had a transfer reversed shall be returned to his/her original position and rate of pay provided the original position is still in force in the unit. In the event the position is eliminated, the employee shall be placed in an equivalent position and with an equivalent rate of pay as when he/she left before the transfer. The School District shall reserve the right to transfer other employees in the unit to create a slot for the returning employee. Days shall be defined as working days for the purpose of this Article.

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Subd. 3. Voluntary Transfers Requests: Any employee who wishes to transfer from one building to another, or who wishes to be given an assignment that provides for a change in hours, must submit a request for transfer to the Superintendent's office, no later than May 31 each year. Copies of all such requests shall be provided to the building principal and any other Coordinators or Administrators affected. Such requests may be taken into consideration when making assignments for the next school year, but under no circumstances shall the School District be required to grant any such request. Requests submitted by May 31 shall be considered only for assignments made during the next school year.

Subd. 4. Involuntary Transfers: Whenever possible, the School District shall post a request for volunteers to do a needed transfer prior to doing an involuntary transfer but under no circumstances shall the School District be required to grant any such request.

Nothing in this Agreement shall prohibit the School District from assigning employees from one existing position to another position within the School District with no loss of pay, hours or benefits.

Paraprofessionals: No paraprofessional whose duties are special education, media, Title I, playground, classroom, lunchroom, computer lab, or education paraprofessional shall be transferred into a position whose primary duty is working with students with IEPs or vice versa unless there is mutual agreement between the paraprofessional and the building principal.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Definitions:

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. Group of Employees: A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. Such grievance must be in writing and signed by all grievants in the group or the Union.

Section 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.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.

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Subd. 2. Days: Any reference to days regarding time periods in this procedure shall refer to working days. A “working day” is defined as all weekdays not designated as holidays by state law.

Subd. 3. 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. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

A grievance shall not be valid for consideration unless the grievance is submitted in writing, signed by the grievant or Union, 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 twenty (20) days* after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another 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 5. 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, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days*after receipt of 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 fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties 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

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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 6. 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 mediation 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 7. Denial of Grievance:

Failure by the School Board or its representative(s) to issue a decision within the time period provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. 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 or Union, 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 first 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 twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. The parties shall alternately strike names from the list of 7 arbitrators until only 1 name remains. If the parties are unable to agree on who will strike the first name, the question shall be decided by the flip of the coin.
- Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties 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

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submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

- Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. 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 may be made of the hearing at the request of either party, however, the party requesting a transcript must pay for it. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
- 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 in 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 9. 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.

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**ARTICLE XV
403B MATCHING CONTRIBUTION PLAN**

Section 1. Eligibility:

Beginning July 1, 2007, Paraprofessionals, Food Service and Administrative Assistant employees who are regularly employed for the BOLD School District shall be eligible to participate in a 403b contribution plan pursuant to M.S. 356.24.

**ARTICLE XVI
PUBLIC OBLIGATION**

Section 1. Recognition:

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. Strike:

The Union agrees, therefore, that during the term of this Agreement, neither the Union nor any individual employee shall engage in any strike. For purposes of this section, the term, "strike," shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

**ARTICLE XVI
DURATION**

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, 2022, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one hundred and twenty (120) days prior to the said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the School District and the Union representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing

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or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality:

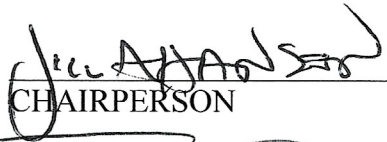
Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability:


The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

**FOR INDEPENDENT
SCHOOL DISTRICT 2534:**


CHAIRPERSON

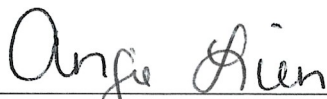

CLERK


NEGOTIATOR

**FOR LOCAL UNION NO. 1686
AFSCME COUNCIL 65**


Aimee Dale - PRESIDENT


SECRETARY


Angie Lien - AFSCME COUNCIL 65
LABOR REPRESENTATIVE

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Appendix A

2021-2022 Starting Pay Rate – increase starting wages by \$0.25.

Grade 1 \$12.27

Grade 2 \$12.36

Grade 3

 Head Cook \$14.15

 Assistant Cook \$12.90

 Cook Helper \$12.30

 Dishwasher \$12.15

Administrative Assistants \$12.75

Administrative Assistants-Athletics

Business Manager Administrative Assistant

The starting pay rates shown above will be the minimum starting pay rate for a person hired for the 2021-2022 school year.