

***NON-LICENSED
COLLECTIVE
BARGAINING
AGREEMENT***

between

INDEPENDENT SCHOOL DISTRICT #309
PARK RAPIDS, MINNESOTA

and

LOCAL UNION NO. 2768
MINNESOTA COUNCIL NO. 65

A.F.S.C.M.E. (AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES), AFL-CIO
Nashwauk, Minnesota

Pertaining to **NON-LICENSED EMPLOYEES**

July 1, 2021 through June 30, 2023

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ARTICLE I
PURPOSE

Section 1. Parties:

This AGREEMENT between Independent School District No. 309, Park Rapids, Minnesota (hereinafter, "District"), and Local 2768 of Minnesota Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO, Nashwauk, Minnesota (hereinafter, "Union"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereafter, "PELRA"), to provide the terms and conditions of employment.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

To the extent required by PELRA, District recognizes Union as the exclusive representative for unit. Union shall have those rights allowed by PELRA and provided by this Agreement, and those duties prescribed by PELRA plus those provided by this Agreement.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment:

Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, 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 "unit" shall mean all non-licensed employees in the appropriate unit employed by the District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period of not in excess of sixty-seven (67) working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year and emergency employees.

Section 3. Definitions:

- (a) **"Full-Time Employee"**: An employee scheduled to work 30 or more hours per week for 9 or more months during the period commencing July 1 of any year and ending the following June 30 if said employee does in fact work at least 1,000 hours during said period.
- (b) **"Part-Time Employee"**: any employee hired to work on a regularly scheduled basis for 9 or more months during the period commencing July 1 of any year and ending the following June 30 who does not meet the definition of full-time employee.
- (c) **"Permanent Employee"**: an employee hired without specification of a date or occurrence upon which his/her employment will terminate; provided, however, that changes in District's programs may result in termination of permanent positions.
- (d) **"Temporary Employee"**: an employee hired with specification of a date or an occurrence upon which his/her employment will terminate even though the precise date of said occurrence is not determinable at the time of hire (example, an employee hired to work during the construction of a building).

- (e) **"Casual Employee"**: a temporary employee, whether full-time or part-time hired to do occasional, irregular work which does not recur on any regular periodic basis.
- (f) **"Substitute Employee"**: an employee hired to do the work of some other employee during the latter's absence when the latter is expected to return.
- (g) **"District"**: for purposes of administering this Agreement, the term "District" shall mean the school board or its designated representative.
- (h) **"Department"**: there shall be ten (10) departments: (1) bus drivers; (2) custodians; (3) cooks; (4) secretaries; (5) paraprofessionals; (6) school health specialists; (7) certified occupational therapy assistants (C.O.T.A.); (8) community education paraprofessionals; (9) school age care coordinators; and (10) speech language pathology assistants.
- (i) **"Days"**: All of the days listed in this Agreement shall be considered working days unless otherwise noted.
- (j) Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE IV **SCHOOL RIGHTS**

Section 1. Inherent Managerial Rights:

Union recognizes that District is not required to meet and negotiate on matters of inherent managerial policy, which matters include but are not limited to areas of discretion or policy, functions, and programs of District, District's overall budget, utilization of technology, organizational structure, selection, direction, and number of personnel.

Section 2. Management Responsibilities:

Union recognizes the right and obligation of the School Board to manage and conduct the operation of the District efficiently within its legal limitations and with its primary obligation to provide educational opportunity for students of the District. The District does not discriminate based upon any state or federally recognized protected class.

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

Union agrees that all employees in the unit shall perform the duties prescribed by the School Board and the school administration and that they shall be governed by the laws of the State of Minnesota and by School Board and School Administration rules, regulations, directives, and orders. Union also recognizes the right, obligations and duty of the School Board and Administration to issue and enforce such rules, regulations, directives, and orders so long as they are consistent with the terms of this Agreement. Any provision of this Agreement contrary to the law or requiring District to breach any obligation imposed upon it by law shall be null and void and without force and effect.

ARTICLE V **EMPLOYEE RIGHTS**

Section 1. Free Choice:

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

Section 2. Request for Dues Check Off:

Union shall be allowed dues check off for its members provided for by PELRA and as otherwise agreed to by the Union and its members. Upon receipt of an authorization card properly executed by employee, District will deduct from employee's paycheck the dues and any other deductions that employee has agreed to pay Union during the period employee has authorized such deduction.

After the first thirty (30) days of employment, employee shall indicate their desire for dues deduction by submitting a signed dues authorization card. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions shall be forwarded to the Council #65 office in Nashwauk, Minnesota.

Section 3. Fair Share Fee:

All employees in the unit who are not members of Union may voluntarily contribute a fair share fee for services rendered by Union. If Union gives District written notice of the names of employees of whom it is entitled to a fair share fee, District shall be obligated to check off such fee from the earnings of such employees and transmit it to Union. Such notice shall be in writing and shall be delivered to District at its administrative offices.

The Union hereby warrants and covenants that it will defend, indemnify, and save the District and all members of its school board and all its administrators harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of the deduction of the fair share fee specified herein, including payment of attorney's fees incurred in such defense whether or not a legal action is commenced.

ARTICLE VI
RESERVATION OF RIGHTS

By listing certain rights of District, Union, and employee, those parties do not give up those rights, which are not listed, but rather reserve to themselves all rights accorded to them by law not given up by the express terms of this Agreement.

ARTICLE VII
RATES OF PAY AND UNUSED SICK LEAVE PAY

Section 1. Rates of Pay:

Schedule A attached hereto and incorporated herein by reference as fully as if restated verbatim herein specifies the compensation which shall be paid to employees in the unit for services rendered by them during the term of this Agreement and also specifies the limitations and conditions upon which such payment will be made. . All payments pursuant to Schedule A shall be distributed via direct deposit.

Section 2. Unused Sick Leave Pay:

Effective July 1, 2005, upon leaving the District, payment of unused sick leave shall be made to the employee as follows:

1. With a minimum of ten (10) years but less than thirteen (13) years of service, an employee shall receive a payment based on twenty-five (25) percent of the employee's accumulated unused sick leave, to a maximum of one hundred twenty (120) days.
2. With a minimum of thirteen (13) years but less than fifteen (15) years of service, an employee shall receive a payment based on fifty (50) percent of the employee's accumulated unused sick leave, to a maximum of one hundred twenty (120) days.
3. With a minimum of fifteen (15) years of service, an employee shall receive a payment based on seventy-five (75) percent of the employee's accumulated unused sick leave, to a maximum of one hundred twenty (120) days.

Any District contribution to a 403B account shall be deducted from the District's total liability as per Article VIIA 403B Match. At no time will the District's contribution to an individual's account exceed the limits set by law.

Payment shall be made in equal amounts, the first before July 1 in the year in which the employee leaves, and the second after January 1 of the year after the employee leaves employment with the District. Payment shall be based on the hourly rate last earned by the employee. Per the tax deferral provisions listed in this Article and in Article VIIA, no employee will receive any direct payment from the District for unused sick leave pay.

The 2002 Legislature adopted a revision to Minnesota Statutes that allows for the tax deferral of unused sick leave pay. Plans available at this time include an IRS Tax Code (401)a/403(b) based Special Pay Deferral type plan and /or trust based Post Retirement Health Care Savings Plan. The District will contribute an amount equal to 50% of the value of the employee's unused sick leave pay directly into the retiree's 403(b) account and 50% into the retiree's Post Retirement Health Care Savings Plan. If the employee does not have a health care savings plan established, then a Post Retirement Health Care Savings Plan will be established prior to the employee's retirement. It will be the employee's responsibility to initiate and establish the Post Retirement Health Care Savings Account before their retirement/resignation.

Should an employee eligible for unused sick leave pay die prior to resignation, the amount equal to benefit at the time of death shall be paid the named beneficiary or lacking one to the deceased's estate.

ARTICLE VIIA 403B MATCH

The District shall provide AFSCME with a 403B match plan in accordance with MS 356.24 and the provisions of this article.

All AFSCME staff who are a part of the Union are eligible for participation in the District's 403B match plan as provided for in the chart listed below. Part-time staff will be provided this benefit on a pro-rata basis per the schedule listed below.

The District matching contribution to non-certified staff participating in the 403B matching program is as follows:

# of Years	Employee Contribution	District Contribution
0-9	\$0/yr	\$0/yr
10-12	\$250/yr	\$250/yr
13-14	\$500/yr	\$500/yr
15+	\$750/yr	\$750/yr

The District's accumulated contribution shall not exceed the amounts listed below for the life of the agreement:

8-hour per day employee	\$18,000
6 up to 8 hour per day employee	\$13,500
4 up to 6 hour per day employee	\$ 9,000
2.25 up to 4 hour per day employee	\$ 4,500

At no time will the contribution exceed the year-to-date unused sick leave pay.

Staff hired whose effective employment begins on or after May 1, 2006 shall be eligible only for those benefits listed under the 403B match plan.

Staff hired whose effective employment date is prior to May 1, 2006 shall remain eligible for benefits provided for in Article VII, Rates of Pay and Unused Sick Leave Pay. (A list of those staff shall be attached to this contract).

Any match amount placed in the 403B Plan by the District shall be deducted from the unused sick leave amount as described in Article VII at the time of termination from employment. If the total amount of the District match is equal to or greater than the unused sick leave pay as determined in Article VII, the staff member shall not be entitled to any unused sick leave pay. The District's annual contribution into the retiree's account must not exceed the IRS contribution limit.

If a staff member does not participate in the 403B match amount listed in this Article VIIA to the full amount allowed and within the provisions of tax deferral of unused sick leave pay requirements, then the difference shall be subtracted from the unused sick leave amount and placed in the 403B account first before dividing the remaining amount between the post retirement health care account and 403B account.

See the following hypothetical examples:

1. Assumed 100% participation each year:

Unused Sick Leave Pay Earned	\$10,000
Less District's 100% Eligible Annual Contributions	- 7,000
Net Available For Allocation	\$ 3,000
Balance Payable to PRHCP*	\$1,500
Balance Payable to 403(B)	\$1,500

* PRHCP – Post Retirement Health Care Plan

2. Assumed Less Than 100% Participation When Member chose to match only \$250 instead of the Eligible \$750 one year.

Unused Sick Leave Pay Earned	\$10,000
Less District's Partial Contribution	- 250
Less District's 100% Eligible Annual Contributions	- 7,000
Net Available For Distribution	\$ 2,750
Balance of Partial Contribution Payable To 403B Plan First	- 500
Net Available for Allocation	\$ 2,250
Balance Payable to PRHCP*	\$1,125
Balance Payable to 403(B)	\$1,125

Eligible AFSCME staff choosing to participate shall make their initial application for participation in the 403B annuity matching program by September 15 of each year for that school year. Once an eligible staff member elects to participate in the 403B annuity matching program said election is irrevocable for that school year and will continue each subsequent year unless modified by staff member who must notify the District and annuity carrier. A list of the number and identity of approved vendors is attached to this Agreement.

ARTICLE VIII
GROUP INSURANCE

Section 1. Establishment of VEBA With Health Reimbursement Arrangement For Active Employees:

Effective July 1, 2004, District shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA Attachment #1 to all qualified bargaining unit members and eligible retirees who exercise their option to enroll in the high deductible health insurance program offered in Section 4, Subd. 2 of this Article. District and employees and eligible retirees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust identified in VEBA Attachment #1. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

The District maintains a cafeteria plan with a health flexible spending account ("FSA"). The District will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second. If the ordering rule described above is not available because the FSA plan year has already begun at the time the election is made, eligible health expenses will be paid from the VEBA Plan first, until an individual's VEBA Plan account is exhausted, and from the FSA plan second.

The VEBA Plan year will begin and end on the same dates as the high deductible health insurance program offered in Section 4, Subd. 2 of this Article.

Section 2. Benefits Provided Through the VEBA:

District shall provide the following welfare benefit arrangement through the VEBA Plan:
A health reimbursement arrangement for active employees and retirees described in summary and attached hereto as VEBA Attachment #2.

Section 3. Administrative Fees:

Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan are incorporated into the premium amounts. Administrative fees allocable to individual accounts of former employees shall be incorporated into the premium amounts.

Section 4. District Contributions:

Subd. 1. Contributions to the Active Employees' Plan: District will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in accordance to the following schedule:

As of July 1, 2018, an amount of \$2,600.00 for each qualified employee who elects single / single + children / family coverage under the group health plan described in Subd. 2.

The contribution will be made at the beginning of each quarter over the VEBA Plan year. If a participant in the VEBA Plan is entitled to receive an annual contribution that is prorated on a quarterly basis over the VEBA Plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA Plan, the District shall, at the participant's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the District shall prorate the amount of the employer contribution to reflect the

late entry. If the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA Plan, the District shall, at the participant's request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the VEBA Plan on the first day of the VEBA Plan year. The participant shall be entitled to the same rights of similarly situated employees to accelerate future District contributions that are prorated over the VEBA Plan year.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subd. 2 below.

Subd. 2. High Deductible Health Plan: District shall make available a high deductible health plan described in the summary plan description to all qualified bargaining unit members and eligible retirees who elect to participate in said plan.

In the 2021-2022 and 2022-2023 school years, the District will contribute up to \$833.33 per month per full-time employee (pro-rata for part-time), not to exceed \$10,000.00 per year, towards the premium of the District sponsored health plan of the employee's choosing. Any additional cost of the premium over and above the contribution to which the District agrees will be paid by the employee through payroll deductions.

Subd. 3. Base Plan: The VEBA 823 with health reimbursement arrangement for active employees and former employees plan shall be considered to be the base plan for all employees for both single and family premiums. Employees choosing a plan different than those provided for in the VEBA 823 with health reimbursement arrangement for active employees and former employees described above shall be responsible for the costs of any additional premiums above and beyond the base plan and the District contribution, which in 2021-2022 and 2022-2023 is up to \$833.33 per month per full-time employee (pro-rata for part-time), not to exceed \$10,000.00 per year.

Section 5. Long Term Disability:

District shall contribute the sum necessary to pay the full premium for each employee in the unit who qualifies for and is enrolled in District's long term disability plan. The plan will have an elimination period of 120 calendar days. If long term disability payments are made while accumulated unused sick leave is still being drawn, then, to the extent permitted by the insurance policy, the employee may, at his or her option, continue to draw accumulated sick leave not to exceed the difference between long term disability payments and full pay or may take long term disability payments and stop using accumulated sick leave, in which event, the unused accumulated sick leave shall remain available to him or her.

Section 6. Claims Against the District:

Selection of insurance carrier and policy shall be made by the District as provided by law. It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the District, its administrators, or school board as a result of denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution:

The employee is eligible for District contributions as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District participation and contribution shall cease, effective the last day for which premium has been paid.

Section 8. Group Insurance for Retirees:

Retired employees shall be eligible to remain in the District's group health and hospitalization insurance plan provided that said retirees pay the full cost of insurance premium. Said payment shall be made by the retired employee to the District business office at least thirty (30) **calendar** days prior to the payment of the premium by the District to its insurance carrier. Failure by the retiree to make said payment as specified shall result in the termination of this privilege and of insurance coverage.

The retiree shall have the right to choose either single or family coverage and pay said premium necessary for that specific coverage.

Section 9. Life Insurance:

The District shall contribute the sum necessary to pay the full premium for each eligible full-time employee (pro-rata for eligible part-time) * (but no less than fifteen (15) hours per week as of 7/1/2005) employed for term insurance. The plan will have a minimum benefit of \$30,000 with double indemnity for accidental death and dismemberment. Said life insurance shall have a declining face value as determined by the carrier at age sixty-five (65) and thereafter. Part-time employees must pay the difference between the pro-rata amount and the full premium to receive this benefit. There is no cash payment in lieu of insurance.

* The pro-rata contribution by the District shall be based on the part-time employee's hours of work as compared to the hours considered full-time (except for bus drivers). The pro-ration shall apply to employees hired on or after July 1, 1990. As of 7/1/2005, employees who work less than fifteen (15) hours per week will not be eligible for life insurance.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Acquisition: Employees shall earn sick leave at the following rates: * 12 month employees = 15 days; 9 or more month employees = 13 days (*employees hired on or before July 30, 1990, shall earn sick leave at the rate of 15 days for each year of service in the employ of District). Sick leave shall be credited monthly. Employees not completing a full contract year will receive a pro-rata share of the sick leave earned. Sick leave shall not be taken during the probationary period but shall accrue and be credited retroactively upon completion of probation.

Subd. 2. Accumulation: Unused sick leave days may accumulate on a monthly basis, not to exceed a maximum credit of 120 days at the end of each school year.

Subd. 3. Catastrophic Sick Leave Bank: In addition to the accumulation of 120 sick leave days as referenced in Subd. 2 above, any employee who exceeds the maximum credit of 120 sick leave days at the end of each school year can place up to a total of 30 additional sick leave days into a catastrophic sick leave bank. This catastrophic sick leave bank is personal to the employee who contributes to it, and the employee must necessarily exhaust all accumulated sick leave pursuant to Subd. 2 above and any and all other paid leave available to the employee before accessing the catastrophic sick leave bank. All other provisions of Article IX regarding the use of sick leave apply to the catastrophic sick leave bank.

Subd. 4. Allowance: Sick leave with pay shall be allowed by the District whenever an employee's absence is found to have been due to:

1. Illness of the employee which prevented his/her attendance at school and performance of duties on that day or days.
- 2a. In-patient hospital care for the employee or employee's child, adult child, spouse, sibling, parent,

mother-in-law, father-in-law, grandchild, grandparent, or stepparent or member of the employee's household (household is defined as those who dwell as a family under one roof).

- 2b. **Out-patient hospital care** for the employee, employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent or member of the employee's household requiring the employee's absence from work to secure such care when no one other than the employee is available to secure such care.
3. **Non-hospital illness** of the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent or a member of employee's household requiring the attention of a physician and requiring the employee's absence to assist in care when no one else is available so to assist.
4. For the purpose of this section, 'child' includes stepchild, biological, adopted, and foster child
5. For the purpose of this section, 'grandchild' includes step-grandchild, biological, adopted, and foster grandchild.

Subd. 5. Medical Certificate: The District may require an employee to furnish a medical status report (on a form to be supplied by the employer) from the school health officer or from a qualified physician as evidence of illness, indicating the employee's absence was due to the conditions specified in Subd. 4 to establish that the medical procedure is mandatory rather than elective under Subd. 8 in order to qualify for sick leave pay. Such medical certificate may be required when an employee is absent for more than three consecutive calendar days or for demonstrated abuse.

A second doctor's opinion may be used by the District at its discretion. The second opinion will be paid for by the District. If the employee refuses to get a second opinion, the employee will forfeit the right to sick leave.

Subd. 6. Accounting and Notification: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee. During September of each school year, District will furnish employee a written statement of the number of accumulated sick leave days credited to that employee as of the preceding July 1. Employee shall endorse such writing and return it to the District within 10 days. Unless a question is raised, employee and exclusive representative shall be deemed to have agreed that the number of days stated by District is correct.

In the event of a change to the number of hours worked per day, sick leave days earned shall be converted to hours according to the number of hours worked in the employee's day. For the purpose of sick leave use or calculation of accumulation, the number of hours shall then be reconverted to days. (Bus drivers shall be excluded from this conversion for the duration of this Agreement).

Subd. 7. Request Procedure: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 8. Elective Procedures: Elective medical procedures and hospitalization for an employee or member of his household which can be scheduled during non-working days do not qualify for sick leave.

Subd. 9. Use of Vacation While Sick: An employee who has exhausted all accumulated sick leave may but need not use accumulated vacation until it is exhausted if the employee would be entitled to sick leave had it not been exhausted.

Subd. 10. Pregnancy--No Discrimination: There shall be no discrimination between sickness related to pregnancy and other sicknesses in the administration of the sick leave provisions of this Agreement.

Subd. 11. Definition--"Out-Patient Hospital Care": When used in this Section 1 pertaining to sick leave, out-patient hospital care shall be care rendered in the emergency room or elsewhere in a hospital and shall not include care rendered in a doctor's office or clinic unless the doctor rendering the care certifies that it is emergency in nature and constitutes out-patient hospital care rather than an office call.

Subd. 12. Sick Leave Bank: This program is established to assist employees who are placed on an approved leave of absence due to illness or accident that is not job related and who are expected to exhaust all other available paid leave. This program does not supersede or replace other disability programs. Initially, donations shall be limited to two (2) days per employee on a voluntary basis, on a form to be supplied by the Employer. An employee shall be eligible to donate to the "bank" on their first anniversary of service to the District and thereafter in September of each year. The payroll department will keep records of donations and use. A note to employees with more than one year of service will be sent in the event the "bank" needs to be replenished.

Eligibility. Employees will be eligible to apply for sick leave donations if:

1. They have donated to the "bank" for in excess of one (1) year.
2. Employees must have donated to the most recent request to replenish the "bank" to continue eligibility, unless they are out on sick leave and have no accrued time left in their "bank."
3. They have been placed on approved leave of absence for an unplanned, unforeseen illness or accident.
4. All of their own accrued leave has been exhausted. Donated sick leave will be used in place of the employee's regularly scheduled workdays to the extent necessary.
5. Requests for additional time shall be decided by a committee as agreed to by the parties, with equal representatives from the Union and the District.
6. Employees requesting time will request time with a formal letter addressed to the Superintendent. The letter will request the amount of time desired and the reason for requesting time from the sick leave bank. Employees too ill to make the request can have a family member or personal advocate make the request on their behalf.
7. Employees requesting time from the sick leave bank must provide a formal letter from a certified physician outlining medical conditions and projected date of employee's eligibility to return to work with or without restrictions.
8. No employee shall be allowed to use more than one hundred fifty (150) days total from the sick leave bank.

Calculations. Sick leave donated will be in increments of the employee's regular workday converted to hours. Employees receiving donated sick leave will receive the number of hours equivalent their regular workday.

Any denial of a request for sick leave donation shall not be grievable under the normal grievance procedure.

Section 2. Funeral Leave:

An employee shall be entitled to leave for the necessary time to travel to and from and attend the funeral of his or her immediate family or those of his or her spouse not to exceed three days per death. Family/relatives of both the employee and his or her spouse or significant other or partner includes; spouse or significant other or partner, parents (step), children (step and foster), siblings (step), grandchildren and grandparents, daughter or son in law, or any other person living in the employee's household. Any other time taken for attendance at funerals shall be treated as personal leave and subject to the rules for taking personal leave. An employee shall be entitled to one day of funeral leave for a funeral of siblings of daughters-in-law and sons-in-law taken from the employee's accumulated sick leave. The Superintendent has the discretion to grant funeral leave (non-grievable) to an employee for the funeral of a person with whom the employee had a close personal relationship. Such leave to be taken from the employee's accumulated sick leave.

Section 3. Personal Leave:

Subd. 1. An employee shall earn five (5) days of personal leave per year (accumulative to eight (8)), subject to the conditions and limitations here stated. A sixth personal leave day per year shall be allowable by the District if the sub rate pay, if necessary, is paid for by the employee.

Personal leave:

- will not be granted during the first or last five (5) days of school,
- will not be granted on days of special events for which the employee's services are needed by the District,
- will not be granted to a total of more than a minimum of two (2) employees up to a maximum of 20 percent of the employees from each department at any one time.

Subd. 2. Requests for personal leave must be written and delivered to the employee's supervisor at least three days in advance, except in case of emergency. When emergency leave has been taken without advance written request, a written request shall be made within 48 hours after returning from the leave.

Subd. 3. Effective 7/1/2021, employees shall be allowed a maximum carryover of five (5) personal leave days per year.

Section 4. Public Office Leave:

An extended leave of absence not to exceed four years shall be granted to any employee upon written application by him/her and delivered to the District no later than April 1 of any school year, leave to commence effective the first work day of the next school year after request and to continue for the entire school calendar year then in progress or about to commence.

Leaves shall not be granted pursuant to this Section for less than a full calendar year. Leaves shall be granted under this Section only for the purpose of campaigning for and serving in public office. The District shall not be obligated to pay any compensation to the employee during the period of leave granted under this Section.

Upon expiration of the leave, the employee shall have the privilege of returning to the position he/she occupied prior to the leave or to a similar position subject to the following conditions:

1. That the position has not been abolished (which abolition must be in accordance with the law and subject to the employee's seniority rights under this Agreement and the law).
2. That the employee is not physically or mentally disabled from performing the duties of such position.
3. That the employee returns on the date designated on the request for leave approved by the School Board (or upon a mutually agreed alternative date).

Section 5. Jury Duty Leave:

An employee called for jury duty before any judicial or administrative tribunal shall be compensated for the difference between the working pay which would have been received from the District during the absence and the pay received for the performance of the obligation for jury duty. Absence from work for this purpose is allowed only during those hours that the tribunal actually requires the employee's presence. Employees excused by the tribunal for the balance of a day shall return to school and finish the remainder of the day's work.

The employee shall submit his or her check or reimburse the District for any compensation for jury duty which occurred during normal working hours and District shall then pay the regular compensation

employee would have received had leave not been taken. This Section shall also apply in the event that an employee is called to give testimony in any judicial or administrative process on behalf of the District.

Section 6. Child Care Leave:

Subd. 1. An employee shall be afforded a childcare leave of absence provided that employee follows the procedures set forth in this Section. Childcare leave is for the purpose of providing parental care for a child of the employee for an extended period of time.

Subd. 2. The leave shall be requested in writing 90 calendar days before its commencement, designating the desired starting and ending dates of the leave, except when the leave is for the purpose of caring for an adopted child and the applicant is unable to receive sufficient indication from the placement agency of the date of placement in order to meet this deadline and in which event the request shall be made just as soon as the applicant has been advised by the placement agency of the placement date.

Subd. 3. An employee who applies to any placement agency or source to receive an adopted child shall notify the superintendent in writing of the fact at the time of making application and shall keep the superintendent advised of the progress of the placement process at all times so that the superintendent has essentially the same knowledge of the status of the matter as has the employee.

Subd. 4. A pregnant employee will provide, along with the leave application, a statement from her physician indicating the expected date of delivery. An employee adopting a child will provide, along with the application, a statement from the placement agency indicating the estimated date of placement.

Subd. 5. The commencement and termination dates of the leave will be determined by the District giving consideration not only to the desires of the employee but also the specific employment duties of the employee involved, the availability of a replacement employee, and other relevant criteria. District need not grant a leave more than 12 months in duration and need not permit the employee to return to employment prior to the date designated in the application for leave.

Subd. 6. An employee returning from childcare leave shall be reemployed in a position for which that employee is qualified commensurate with the position occupied prior to the leave unless the position occupied prior to the leave has been abolished in accordance with law and subject to that employee's seniority rights or unless the employee is no longer capable of performing the required duties.

Subd. 7. Failure to return from childcare leave on the date established for return constitutes unexcused absence from duty, forfeits the right of employee respecting return to employment, and subjects the employee to such discipline as District may determine appropriate subject to the employee's legal rights.

Subd. 8. The applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling District to evaluate an employee's performance. Therefore, the period of time when the employee is on childcare leave shall not be counted in determining the completion of the probationary period and such probationary period shall be extended for the period taken for child care leave.

Section 7. Medical Leave of Absence:

District will grant an unpaid medical leave of absence to an employee who has completed the initial introductory period, and who, because of illness or disability (*not covered by Workers' Compensation Leave*), is unable to perform the duties of their job. Said leave shall be granted for a period not to exceed six (6) months. This leave may be renewed at the discretion of the District.

The employee requesting leave shall submit a written request to the District accompanied by a physician's statement outlining medical condition and projected date of employee's ability to return to work.

The employee who is granted a Medical Leave of Absence shall first be required to use accrued sick leave and vacation leave prior to the beginning of the unpaid leave.

Health and life insurance coverage may continue if the employee makes full premium payments to the District for any full month that the employee does not work.

Accrued seniority shall not be affected by a leave of absence. Sick leave and vacation shall not accrue during unpaid leave of absence and holidays shall not be paid during leave.

Prior to the employee returning to work from a Medical Leave of Absence, the District may require a physician's statement that the employee is able to return to their job duties. The returning employee shall be reinstated to their original position.

Section 8. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the Family and Medical Leave Act, 29 U.S.C. §2601 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 District group health insurance contributions as provided in this Agreement for the 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 contribution, an employee must have been employed by the District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such twelve-month period.

Subd. 4. Substitution of Paid Leave: The employee may elect, or the District may require the employee, to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this Section. However, nothing herein, nor any other provision of this Agreement, shall require the District to combine leaves for a period of time that exceeds twelve (12) weeks.

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 efforts to schedule any treatment so as to minimize disruption of the work of the District.

Section 9. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of District, under the provisions of the Workers' Compensation Act, District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay. The Union Steward will inform the employee in accordance with law of

the fact that an employee has the option to supplement Workers' Compensation with vacation and/or sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave or if none from accumulated vacation leave time used to supplement workers' compensation.

Subd. 3. Such payment shall be paid by District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his or her workers' compensation check, endorsed to the District, prior to receiving payment from the District for his or her absence.

Section 10. School Conference and Activity Leave:

Employees shall be allowed up to sixteen (16) hours of unpaid leave per year for the purpose of attending school, preschool, or childcare provider conferences and school activities of the employee's child, provided that the conference or school activities cannot be scheduled during the employee's non-work hours. Employee shall be allowed to use any accrued vacation, and personal leave to offset unpaid leave with paid leave.

Section 11. Status of Salary Fringe Benefits and Time Elapse During Leaves:

Subd. 1. Sick, Personal, Funeral, and Jury Duty. There shall be no interruption of salary or insurance benefits, nor of accumulations of sick leave days nor of time elapse for accumulation of seniority pursuant to Article XXI.

Subd. 2. Public Office. Salary and District's contribution toward group insurance shall discontinue but insurance may be maintained at the employee's own cost if permitted under the insurance policy provisions. If the leave terminates without return to employment, so shall insurance program participation. Time elapse for accrual of seniority under Article XXI and accrual of sick leave days shall be tolled.

ARTICLE X
EMPLOYEE DISCIPLINE AND DISCHARGE

Section 1. Dismissals, Demotions, and Transfers:

Dismissals, demotions, and transfers to a lower wage classification shall be made only for just cause. Any employee aggrieved by unjust dismissal, demotion, or transfer to a lower wage classification shall have recourse through the grievance procedure.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" is a dispute between an employee and the District as to the interpretation or application to him or her of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative:

The employee or District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf, but the employee and the supervisor alleged to have grieved the employee shall also participate personally at Level I. The employee shall be represented by the Union unless he or she refuses such representation or the Union refuses to do so, which right of refusal the Union shall have.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all days Monday through Friday not designated as holidays by the Agreement.

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. That 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. Service Filing and Postmark: The filing and service of any notice or document herein shall be valid when served personally or by mail. Service shall be timely if it bears a certified post-mark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

Grievance shall not be valid for consideration unless the grievance is submitted in writing (See Exhibit 1 for form) to the District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty days after the date upon which the employee learns, or by the exercise of reasonable perception should be aware of the 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 hereafter provided shall constitute a waiver of the grievance. If the District does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that step and may immediately appeal the grievance to the next step. The foregoing shall not prevent the parties from agreeing mutually to extend or shorten time limits.

Section 5. Adjustment of Grievance:

The District and the employee or Exclusive Representative in the employee's behalf shall attempt to adjust all grievances which may arise during the course of employment of any employee within District in the following manner:

Subd. 1. Level I: An effort shall first be made to adjust an alleged grievance informally between the employee and the District's designee. If the grievance is not resolved through informal discussions, the District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance. If the grievance is resolved, the employee and the District designee shall prepare a written statement describing the resolution which has been made and each shall sign such statement in duplicate original and each shall keep one copy.

Subd. 2. Level II: In the event the grievance is not resolved in Level I the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within fifteen days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the

superintendent or his designee shall set a time to meet regarding the grievance, which meeting shall be within fifteen days after receipt of the appeal. Within fifteen days after the meeting, the District shall issue its decision in writing to the parties involved. At the option of the District, a committee or representative of the District may be designated by the District to hear the appeal at this level, and report its findings and recommendations to the District. The District shall then render its decision.

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

Section 6. District Review:

The District reserves the right to review any decision issued under Level I or Level II of this procedure provided the District or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the District reviews a grievance under this Section, the District reserves the right to reverse or modify such decision. Such review must be completed and notice of the District's action given to the employee within ten days after notice of intent to review has been given. If District exercises its right to review, the grievance shall proceed as upon Level III and there shall be no further proceedings at Levels I and II.

Section 7. Employee Participation and Pay:

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this Section, employees entitled to wages due to their necessary participation in a grievance proceeding are as follows:

Subd. 1. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the District; or

Subd. 2. If the number of persons participating on behalf of the District is less than three, three employees may still participate in the proceedings without loss of wages.

Section 8. Waiver:

The parties, by mutual written agreement, may waive any step and extend or shorten any time limits in a grievance procedure.

Section 9. Mediation:

After exhaustion of the grievance procedure prior to arbitration and before requesting arbitration, employee, Union or District may request mediation of the grievance by the Minnesota Bureau of Mediation Services. Such request must be made within 10 days following the decision in Level III. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided by Section 10.

Section 10. Arbitration Procedures:

In the event that the employee and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days following the decision in Level III or upon District review pursuant to Section 6.

Subd. 2. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty days after request to arbitrate. The request shall ask that the appointment be made as soon as possible after the receipt of the request. Failure to agree upon an arbitrator followed by failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 3. Prior Procedure Required: The arbitrator shall first determine whether the grievance has been duly processed by the employee in accordance with the grievance procedure and appeal provisions. If the arbitrator determines that it has not been, the arbitrator shall not consider the grievance further. District, employee, and Union shall join in requesting the arbitrator to make such determination within ten days after receipt of the documents enabling the arbitrator to make such determination, but no party shall be prejudiced if the arbitrator fails to make the determination in such time.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision of the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties to the extent, but not beyond the extent, required by PELRA.

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 shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator. The cost of the transcript or recording shall be borne by the party requesting it, or equally, if requested by both parties.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator 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 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 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 District, its overall budget, utilization of technology, the organizational structure, and selection and 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 District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 11. Elections 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 issuing 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 this Agreement or to enforce the award of an arbitrator.

ARTICLE XII
HOLIDAYS

All employees who work 12 months per year shall receive the following paid holidays:

Labor Day	Independence Day	Christmas Eve Day
New Year's Day	Thanksgiving Day	Christmas Day
Memorial Day	Day after Thanksgiving	Good Friday (unless school is in session)

Independence Day (4th of July) shall be a holiday for summer school bus drivers.

Nine-month employees will not receive and will not be paid for Independence Day nor for Memorial Day and Labor Days when they are not scheduled to work the week in which such days fall.

To be eligible for holiday pay, an employee must have worked the employee's last scheduled working day or have been on an approved paid leave the employee's last scheduled working day prior to said holiday and the first scheduled workday following said holiday. Employees who are hired to work only when a particular student(s) is present shall receive holiday pay for all holidays regardless if the student is absent from the last scheduled work day prior to or first scheduled work day after the holiday. The rate of pay in this instance will be to take the number of hours in the normal cycle of scheduled work divided by the number of days in the cycle to establish the number of hours pay for each holiday, whether it is a scheduled work day or not.

Example: 2 week cycle = 10 days
 Employee works 4 hours per day
 Monday, Wednesday, Friday in first week and Tuesday, Thursday in second week
 Holiday pay calculation: 20 hours divided by 10 days = 2 hours pay for each holiday

The District may require employees to work on said holidays, but the employee shall receive one day's regular straight time pay representing holiday pay, in addition time and one-half for all the hours worked, because the employee is actually working that day. An employee on vacation provided for by Article XIII of this Agreement shall receive one day's regular straight time pay for any holiday which falls during the employee's vacation which amount shall be in addition to the vacation pay the employee receives.

ARTICLE XIII
VACATIONS

Section 1. Eligibility:

This Article shall apply only to employees who are regularly employed on a twelve (12) month basis, or whose full-time position has been reduced to less than twelve (12) months but more than ten (10) months since July 1, 2001. Employees who work at least ten (10) months, but less than eleven (11) months will

receive one-half (1/2) of the vacation benefits listed below that would accrue to the benefit of full-time twelve (12) month employees (5 days after 1 year of employment, 7.5 days after 5 years of employment, and 10 days after 12 years of employment). Employees who work at least eleven (11) months, but less than twelve (12) months would be entitled to two-thirds (2/3) of the vacation benefits listed below that would accrue to the benefit of full-time twelve (12) month employees (6.75 days after 1 year of employment, 10 days after 5 years of employment, and 13.5 days after 12 years of employment). This pro-rata entitlement to vacation benefits is effective July 1, 2004.

Section 2. Earned Vacations:

Effective July 1, 2004, full-time employees under these provisions shall accrue vacation as follows:

- 10 days after 1 year of employment
- 15 days after 5 years of employment
- 20 days after 8 years of employment

Subd 1. Employees will begin to accrue vacation leave days upon date of hire. Accrued vacation leave is available to employees upon completion of their first year of employment. Beginning July 1, 2022 employees will accrue vacation leave on a monthly basis based on paid work time, as follows;

- 10 days after 1 year of employment: .833 days per month
- 15 days after 5 years of employment: 1.25 days per month
- 20 days after 8 years of employment: 1.67 days per month

Section 3. Application:

Subd. 1. The scheduling of all vacation times shall be determined by the District. Vacations shall be determined and submitted to the employee’s supervisor two (2) weeks in advance. Vacation periods of less than one week may be taken with less than two (2) weeks’ notices, if work schedules allow, at the discretion of the supervisor. In as much as possible, the wishes of the employee shall be respected as to the time of taking vacations. If the operation of the category of work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall have preference of vacation period. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year but may be permitted to take vacation at the discretion of the school board. Employees eligible for vacation per Article XIII, Section 1, shall be allowed to carry over a maximum of ten (10) days of unused vacation, however, at no time shall an employee be paid for such carried over vacation per Article XIII, Section 3, Subd. 2.

Subd. 2. If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the District with at least (2) weeks advance notice of the resignation time.

Subd. 3. Vacation time may be used while sick, after sick leave has been exhausted, as provided by Article IX, Section 1, Subd. 9. An employee who is unable to get to work due to condition of roads and weather may use a day of accumulated vacation rather than suffer pay deduction due to the absence.

ARTICLE XIV
PHYSICAL AND MENTAL EXAMINATIONS

District may but need not require an employee to submit to a mental and/or physical examination by the medical group or clinic of District's choice to determine the employee's physical and/or mental ability to do the job. When so requested or when the examination is required by law, District shall pay for the examination. District need not pay for any portion of an examination not requested by it and not required by law. Instead of going to the medical group or clinic designated by District, an employee may go to any qualified and licensed Doctor of Medicine, but then the employee, rather than District, shall pay for the examination.

ARTICLE XV
GENERAL PROVISIONS

Section 1. Bulletin Boards:

The Union shall be permitted reasonable use of the District's bulletin boards for posting information relating to its official business pertinent to the affairs of the appropriate unit. District is not required to create or maintain any specific bulletin boards.

Section 2. Federal Funds:

Nothing contained in this Agreement shall be deemed to prevent District from accepting federal funds.

Section 3. Hiring:

District reserves the right to hire such temporary, part-time, and casual employees as it deems necessary.

Section 4. Pay Day:

Employees' salary checks will be paid every other Friday, except if Friday is a holiday, and then will be paid the preceding day before the holiday. All salary payments shall be distributed via direct deposit.

Section 5. Working Out of Class:

Any qualified employee may be temporarily transferred to a higher classification of work when vacancies or requirements of work as determined by the District require such transfer; provided, however, that the classification to which such employee is transferred pays a higher rate of pay than that of the scheduled employee and the employee is employed in the higher rated classification for a minimum of two (2) hours, then such employee shall receive the higher rate of pay for all hours actually worked in the higher classification.

Section 6. Responsibility:

It shall be the responsibility of the District to inform the Union of newly hired employees. It shall be the responsibility of the Union Steward to inform the newly hired employee of the benefits of the contract.

ARTICLE XVI
PROVISIONS SPECIFIC TO BUS DRIVERS

Section 1. Bus Driver's License:

Bus drivers must furnish and pay for their own bus driver's license except the cost of the physical examination required by law.

Section 2. Bus Drivers Overnight Trips:

Bus drivers shall receive pay for the number of hours served on the second day of overnight trips.

Section 3. Assignment of Bus Trips:

The District shall, at its sole discretion, be able to assign bus trips within 40 road miles of the school. These assignments may include the use of substitutes. Bus trips over 40 road miles shall be assigned from a roster of regular drivers in order of seniority, except for the annual "choir trip" which is contracted for with an outside agency.

Section 4. Extra Trip Meal Allowance *(applies only if trip is outside District 309):*

Meal reimbursement shall be made pursuant to the District's Policy Manual, Policy 412, Section III, Expense Reimbursement.

Section 5. Training Classes:

Bus drivers will attend training classes when District requests and will be compensated while in attendance at their regular hourly rate.

Section 6. Learning Routes:

Bus drivers learning a new route shall be paid minimum wage for those hours worked.

Section 7. Downtime:

Bus drivers will be paid their normal hourly rate as downtime when their return is delayed over one hour beyond their normal return time as determined by their supervisor when such delay is caused by vehicle breakdown or weather conditions that disable the bus. Such disablement of the bus shall be immediately reported by the bus driver to the school on radios contained in the bus and provided by the school for that purpose.

Section 8.

Bus drivers will receive a two (2) hour minimum for extra trips. The two (2) hour minimum will not be paid if it has the effect of duplicating payment for contracted services.

ARTICLE XVII
PROVISIONS SPECIFIC TO COOKS

Section 1. Cooks Call Back Pay/Training Fees/Mileage Expenses:

Cooks shall receive call back pay pursuant to Article XIX, Section 4 and shall be reimbursed the fees charged them and mileage expenses necessarily incurred in attending the training courses District requests them to attend.

Section 2.

The District will provide apron laundry service for cooks employed by the District.

Section 3.

All food service employees shall work the end-of-school workshop day.

ARTICLE XVIII
PROVISIONS SPECIFIC TO MECHANICS

Section 1.

The District will provide uniform laundry service for mechanics employed by the District.

Section. 2.

Mechanic(s) shall be reimbursed for up to \$360.00 per year for the purchase of tools (receipts provided).

ARTICLE XIX
HOURS OF WORK

Section 1. Applicability:

This Article does not apply to temporary employees, casual employees, emergency employees, or those part-time employees whose hours of work average the lesser of 14 hours per week or 35 percent of the normal work week in the employee's department of the bargaining unit or who are hired to work or do in fact work 67 or less days in any calendar year.

Section 2. Basic Work Week and Work Year:

The basic work week shall consist of 40 hours exclusive of lunch, for full-time employees, scheduled so as to provide at least two consecutive days of rest.

Days of rest may fall on any two consecutive days of the week and such 40 hours shall be paid at straight time. Any hours worked in excess of 40 per week shall be paid at time and a one-half. The work year for twelve (12) month employees will begin July 1 and end the following June 30. The work year for nine (9) month employees will begin on the first day of classes held in the fall and end the last day of classes held the following spring. District may schedule paraprofessionals to workdays students are not present, preschool workshop days and other such days during the nine (9) month employee work year as District determines.

Section 3. Overtime:

Overtime is hours worked in excess of 8 per day or in excess of 40 per week for District. When overtime is required, it will be offered to qualified employees in the department and who regularly work in the building where the overtime is to be done. If there are no qualified employees of the department in such building, qualified employees from elsewhere will be assigned.

Overtime work will be distributed equitably among those eligible therefor. An employee who is called upon for overtime work to fill in for an absent employee must agree to work such overtime for a period of up to three days, if needed, in order to qualify for such overtime work assignment. An employee who refuses such overtime work returns to the bottom of the rotation roster just as if the overtime had been accepted.

Bus drivers who are entitled by seniority for routes or extra trips shall not be scheduled for routes or extra trips if it requires overtime. By mutual agreement between the parties, the time and one-half (1-1/2) overtime provision after eight (8) hours may be waived.

Section 4. Call Backs:

When an employee is called to work on other than their regular shift the employee shall be compensated for a minimum of four hours whether or not the employee is required to work four hours. District reserves the right to require four hours work in return for four hours pay. This minimum call-back pay shall not apply where an employee is called out prior to the start of the employee's regular shift and continues to work without interruption on such regular shift nor shall it apply when work commences at the end of the employee's regular shift and continues without interruption therefrom. Call-back pay will not be paid if it has the effect of duplicating building-check pay.

Section 5. Weekend and Holiday Building Checks, Special Events, and Rentals:

Regularly scheduled weekend and holiday building checks shall not be considered call backs. An employee making such a check shall receive double time pay for the actual time worked doing a building check (minimum one-half hour), and any time required to remedy an emergency situation found while doing the building check. The responsibility for weekend and holiday checks, special events, and rentals

will be met according to the roster maintained by District, which will provide for the equitable rotation of this work. To qualify for the work, an employee must possess the required licenses, if any. An employee who refuses this work returns to the bottom of the rotation roster just as if it had been accepted.

Section 6. Right to Assign Extra Work:

When required over-time, weekend and holiday, special events, and rentals work cannot be accomplished according to voluntary acceptance, District shall assign it and the work must be performed.

Section 7. School Cancellation:

An hourly employee who reports to work on a day that school is cancelled or reports for their regular shift and are sent home will receive a minimum of two (2) hours of pay provided the employee has made a reasonable effort to determine if school is cancelled. The District reserves the right to require the employee to work in lieu of being sent home. With respect to snow days, paras and cooks, for the second snow day that is not "made up," this day(s) shall be made up at the next staff development day(s).

**ARTICLE XX
PROBATIONARY PERIOD**

Section 1. Probationary Period:

An employee under the provisions of this Agreement shall serve a probationary period of 60 working days of actual work during continuous service in the District. During this time, the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and 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 within this unit shall serve a new probationary period of thirty (30) working days in any such new classification. During this thirty (30) working days probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to the former classification. During this thirty (30) working days probationary period, the District will reassign the employee to the former classification by employee's request.

Section 3. 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 first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the seniority list.

**ARTICLE XXI
SENIORITY**

Section 1. Establishment of Seniority Lists:

On or before October 15 of each year, the District shall prepare and post eight (8) seniority lists, one for each department. Each list shall contain in descending order of seniority the names, date of employment, and job title of each employee of that department. Placement on a seniority list for employees who have an identical date of hire shall be determined by chance prior to October 15.

Subd. 1. Any person who disagrees with the manner of placement of their name on their departmental seniority list shall have 10 days from the date of posting to supply written documentation, proof and request for seniority change to District. Employees failing so to do waive any claim to seniority different from that shown on the list. If District does not agree with the request for change of seniority, the matter shall be resolved under the grievance procedure. Within 10 days after closing of time for request of change in seniority, District will post a final seniority list which, except with respect to unresolved requests for change previously made, shall be final and binding upon each employee on such list, upon Union, and upon District.

Subd. 2. District shall keep posted an updated seniority list for each department reflecting any changes resulting from retirement, death, resignation, or other cessation of services or adding of new employees. An employee whose name is added to the seniority list after its initial creation shall have the rights specified in Section 2 during the first 10 days after his or her name has been added to the list and thereafter shall be bound according thereto.

Subd. 3. Temporary employees, substitute employees, and casual employees do not have seniority and shall not be listed on the seniority lists.

Subd. 4. Seniority shall be based upon length of continuous employment by District from the first day work is done. Termination of employment terminates seniority and a rehired employee shall be treated as an employee who has never worked for District.

Section 2. Lay-offs:

Subd. 1. District may lay-off any employee because of discontinuance of position, lack of work, financial limitations, or otherwise necessary to manage its affairs properly.

Subd. 2. Employees in any department shall be laid off in inverse order of their seniority in that department according to the seniority list in effect at the time.

Subd. 3. In the event of a lay-off affecting employees whose seniority is of identical length, District shall select the employee to be laid off based upon the seniority list.

Subd. 4. In the event of a layoff, reduction in force, or the elimination of a position, a senior employee may exert his or her seniority preference over the least senior employee in his or her department, provided he or she has the necessary qualifications to perform the duties of the job involved.

Subd. 5. No new employee shall be employed by District to work in any department while a qualified employee thereof is laid off unless the procedure hereafter specified is followed. Employees laid off from a department shall be reinstated to the position in the department from which they were laid off. The order of reinstatement shall be in inverse order in which the employees were laid off.

Subd. 6. A laid off employee shall leave their name and address, to which any notice of reinstatement or availability of position shall be mailed, with the District at the Superintendent's Office. Proof of depositing in the United States Mails notice of reinstatement and availability of position shall be sufficient to discharge District's duty to notify the laid off employee. The laid-off employee shall have ten (10) working days from the date of receipt by the District of the signed return receipt requested from certified mail to the addressee only from the employee to accept the reemployment. Failure to apply within such ten (10) working day period shall constitute a waiver and forfeiture by the employee of any right to reemployment and he/she shall be dropped from the seniority list permanently.

Subd. 7. Reinstatement rights shall automatically cease 2 years from the date lay-off was commenced and no further right to reinstatement shall exist thereafter and the employee shall be dropped from the seniority list permanently.

Subd. 8. Where there is a month advance knowledge of lay-off, the District shall give the Union thirty (30) calendar days' notice of lay-off. In case of unforeseen circumstances (strikes, structure damage, etc.) no 30 day notice shall be required.

Section 3. Vacancies:

Notice of all vacancies and newly created positions in the unit shall be posted on the employee bulletin boards for the unit. Summer job postings shall be mailed to the Union President. An employee expecting to be absent may signify his/her desire to bid on certain jobs that may be posted during his/her absence. It shall be the responsibility of the employee to make his/her desires known to the Superintendent's Office before the absence. Upon so doing, he/she will be considered an applicant for any position posted during his/her absence just as if he/she were to have bid thereon.

1. When there is a vacancy within the bargaining unit, it shall first be posted within the vacant job classification (bus drivers, custodians, secretarial, paraprofessionals, or care providers) for a period of seven (7) days, unless there is only one employee within the vacant classification, at which point this subdivision may be bypassed. The vacant position shall be awarded to the most senior applicant who meets the job qualifications.
2. If no qualified applicant from within the classification is appointed, the vacancy shall be posted bargaining unit-wide for a period of seven (7) days, and any qualified applicant from within the bargaining unit shall be accorded an interview.
3. When a vacancy is filled by an applicant from within the bargaining unit, the resulting vacancy shall be posted and any qualified applicant shall be accorded an interview.

The employee shall be given a trial period of thirty (30) actual working days in which to determine the person's qualifications for the position. In the event that the District makes a determination that the employee is not qualified and the Union does not concur in the determination, the applicant shall have recourse to the grievance procedure.

ARTICLE XXII
DURATION

Section 1. Term:

This Agreement shall remain in full force and effect for the period commencing on July 1, 2021 and shall remain effective through June 30, 2023 and thereafter until modifications are made pursuant to 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.

Section 2. Effect:

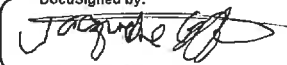
This Agreement constitutes the full and complete Agreement between the District and the Union representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability:

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

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

For: **Local 2768 of Minnesota Council No. 65,**
American Federation of State, County, and Municipal Employees,
AFL-CIO
Address: Nashwauk, Minnesota

DocuSigned by:

771DA3E1F06647E...
Union Local President

DocuSigned by:

094E421C21354D8...
AFSCME Staff Representative

Dated this 13th day of October, 2021

For: **Independent School District No. 309,**
Address: Park Rapids, Minnesota

DocuSigned by:

8FF063F7DA7C410...
Chairperson

DocuSigned by:

331D63084844461...
Clerk

Dated this 27th day of September, 2021

SCHEDULE A**July 1, 2021 - June 30, 2022 AFSCME Salary Schedule**

Grid Increment Amount	21-22 MATRIX					
	1.0225	1.0225	1.0225	1.0225	1.0225	1.0225
POSITION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Bus Driver	18.76	19.20	19.64	20.08	20.55	21.03
Brailist	15.79	16.15	16.51	16.87	17.27	17.66
Comm Ed. Para	15.31	15.64	16.00	16.32	16.70	17.08
Cook/Special Diets	15.14	15.47	15.81	16.16	16.50	16.84
Cook's Helper	14.70	15.04	15.32	15.67	16.02	16.37
COTA	19.70	20.14	20.46	20.90	21.34	21.78
Custodial Engineer	17.37	17.77	18.18	18.59	19.05	19.51
Custodian I	15.04	15.34	15.69	16.05	16.40	16.75
Maint. Cust	16.20	16.56	16.94	17.33	17.73	18.14
Groundskeeper	16.20	16.56	16.94	17.33	17.73	18.14
Groundskeeper Helper	15.04	15.33	15.67	16.02	16.42	16.82
Head Cook	15.51	16.19	16.24	17.14	17.64	18.15
Health Professional	15.30	15.64	16.00	16.32	16.70	17.08
Lead Transportation	26.07	26.51	26.94	27.37	27.81	28.24
Assistant Mechanic	19.61	20.04	20.48	20.92	21.35	21.78
Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
Media Assistant	16.30	16.68	17.03	17.43	17.85	18.27
Paraprofessional	15.30	15.64	16.00	16.32	16.70	17.08
Recess Monitor	15.30	15.64	16.00	16.32	16.70	17.08
School Age Care Coord.	17.77	18.19	18.53	18.97	19.41	19.86
School Health Spec.	16.26	16.65	17.03	17.43	17.84	18.25
Secretary - Clerk I	0.00	0.00	0.00	0.00	0.00	0.00
Secretary - Clerk II	17.56	17.99	18.37	18.79	19.23	19.67
Secretary - Clerk III	17.98	18.37	18.80	19.23	19.69	20.15
Speech Lang. Path. Asst.	19.10	19.56	20.00	20.47	20.94	21.41
Test/Assess Coord.	18.15	18.59	19.02	19.47	19.91	20.36
Comm. Ed. Prog. Asst.	16.53	16.92	17.27	17.65	18.05	18.45

Bus Driver EXTRA Trips 8/30/21-- bus drivers will receive their regular rate of pay for drive time to and from an event and sit time will be paid at the extra trip rate of \$14.00 per hour during the event.

*Steps will be granted in 2021-2022

July 1, 2022 - June 30, 2023 AFSCME Salary Schedule

22-23 MATRIX

Grid Increment Amount	1.0225	1.0225	1.0225	1.0225	1.0225	1.0225
POSITION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Bus Driver	19.09	19.54	19.98	20.43	20.91	21.40
Braillist	16.06	16.43	16.80	17.17	17.57	17.97
Comm Ed. Para	15.58	15.91	16.28	16.60	16.99	17.37
Cook/Special Diets	15.40	15.74	16.09	16.44	16.79	17.13
Cook's Helper	14.96	15.30	15.59	15.94	16.30	16.66
COTA	20.04	20.49	20.82	21.27	21.71	22.16
Custodial Engineer	17.67	18.08	18.50	18.92	19.38	19.85
Custodian I	15.30	15.61	15.97	16.33	16.69	17.05
Maint. Cust	16.49	16.85	17.24	17.63	18.04	18.46
Groundskeeper	16.49	16.85	17.24	17.63	18.04	18.46
Groundskeeper Helper	15.30	15.60	15.94	16.30	16.71	17.12
Head Cook	15.78	16.47	16.53	17.44	17.95	18.47
Health Professional	15.57	15.91	16.28	16.60	16.99	17.38
Lead Transportation	26.52	26.97	27.41	27.85	28.29	28.74
Assistant Mechanic	19.95	20.40	20.84	21.29	21.72	22.16
Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
Media Assistant	16.59	16.97	17.33	17.73	18.16	18.59
Paraprofessional	15.57	15.91	16.28	16.60	16.99	17.38
Recess Monitor	15.57	15.91	16.28	16.61	16.99	17.38
School Age Care Coord.	18.08	18.51	18.85	19.30	19.75	20.21
School Health Spec.	16.54	16.94	17.33	17.73	18.15	18.57
Secretary - Clerk I	0.00	0.00	0.00	0.00	0.00	0.00
Secretary - Clerk II	17.87	18.30	18.69	19.12	19.57	20.01
Secretary - Clerk III	18.29	18.69	19.13	19.57	20.03	20.50
Speech Lang. Path. Asst.	19.43	19.90	20.35	20.83	21.31	21.78
Test/Assess Coord.	18.47	18.92	19.35	19.81	20.26	20.71
Comm. Ed. Prog. Asst.	16.82	17.22	17.57	17.96	18.37	18.78

Bus Driver EXTRA Trips 8/30/21-- bus drivers will receive their regular rate of pay for drive time to and from an event and sit time will be paid at the extra trip rate of \$14.00 per hour during the event.

*Steps will be granted in 2022-2023

Schedule A, Page 2.

An employee shall advance one step after each year of satisfactory performance. Current employees who transfer to another classification shall be placed at the same step as in the previous classification.

Bonus:

\$80.00 per year bonus for each driver if, in District's sole discretion, the driver has completed the driver's contract and has performed constantly in accordance with District's bus driver rules. This bonus is intended as a merit award and not as a contract right and an employee may not grieve the denial of a bonus. The grievance article of this Agreement and the Minnesota Bureau of Mediation Services grievance procedure shall not apply to bus driver bonus.

Longevity Pay:

Each employee covered by this Agreement shall, in addition to whatever other pay he/she receives, get an additional \$5.00 per month beginning on the fifth anniversary of his/her fifth consecutive year of employment by the District. Commencing with the sixth year of service in the District, an employee shall receive an additional \$1.00 per month for each additional year of service, payment to commence on the anniversary date, to a maximum of 25 years. Such longevity pay shall be non-accumulative and shall not compound.

After having served for five (5) full years on a permanent regular route, a bus driver will be paid \$4.00 per year beginning at the start of the next school year as reimbursement for renewing the required bus driver's license and endorsements for as long as the driver continues to be employed as a bus driver on a permanent regular route by the District.

Additional Salary:

(1) CUSTODIANS:

SHIFT DIFFERENTIAL:

Custodians shall receive a shift differential of forty cents (\$0.40) per hour for all hours worked on a shift beginning on or after 3:00 p.m.

(2) BUS DRIVERS:

All School Bus Drivers shall receive compensation for fueling their busses based on a payment of eight cents (\$0.08) per gallon. Said payment shall be made annually before July 1 and shall include a computer printout showing total gallons of fuel for which payment is being made.

PARK RAPIDS AREA SCHOOLS
FRINGE BENEFITS FOR PART-TIME EMPLOYEES

<i>HOURS PER WEEK</i>	<i>HOURS PER DAY</i>	<i>*PRO-RATA SHARE</i>
13.75	2.75	7.1%
15.00	3.00	14.3%
16.25	3.25	21.4%
17.50	3.50	28.6%
18.75	3.75	35.7%
20.00	4.00	42.9%
21.25	4.25	50.0%
22.50	4.50	57.1%
23.75	4.75	64.3%
25.00	5.00	71.4%
26.25	5.25	78.6%
27.50	5.50	85.7%
28.75	5.75	92.9%
30.00	6.00	100.0%

NOTE: Employees working more than 30 hours per week are full-time with full benefits.
 Employees working less than 14 hours per week shall receive no benefits.
 Employees receiving pro-rata benefits may pay the difference by payroll deductions.

* Hours per day assumes a five day week.

VEBA ATTACHMENT #1

The VEBA Plan and Trust is comprised of two documents, as follows:

- 1) The Minnesota Service Cooperatives Employee Benefits Trust Agreement, dated June 30, 2002, by and among participating Minnesota Service Cooperatives, on behalf of itself and its Participant Members as described below, and Wells Fargo Bank Minnesota, N.A., Trustee.
- 2) The Minnesota Service Cooperative VEBA Plan.

It is intended that the VEBA Plan and Trust constitute a Voluntary Employees' Beneficiary Association under Section 501(c)(9) of the Internal Revenue Code.

VEBA ATTACHMENT #2

The welfare benefit arrangement provided by the Employer shall be the Health Reimbursement Arrangement for Active Employees, the terms of which are governed by the Minnesota Service Cooperative VEBA Plan.

LIST OF AFSCME EMPLOYEES

Hired Prior to May 1, 2006
***For 403B Purposes – See Article VIIA**
(Last Updated 8/27/2021)

1. BOYD, T		
2. FOSSEN, E		
3. GIRTZ, J		
4. GOTTSMAN, S		
5. GRIFFIN, J		
6. HANISCH, K		
7. LITZAU, S		
8. MACPHERSON, L		
9. MAHOWALD, S		
10. MATHENY, M		
11. MATTSON, J		
12. MAVES, G		
13. MCFARREN, S		
14. PILKEY, J		
15. QUINN, L		
16. SAARINEN, N		
17. SAFRATOWICH, A		
18. SMITH, D		
19. SYMANIETZ, A		
20. WAGGONER, K		
20. YLINIEMI, K		
21. ZINNIEL, J		

ACS APPROVED VENDOR LIST

ACS APPROVED VENDOR LIST

American Funds - Aspire
Ameriprise Financial Services (IDS)
Equitable
Fidelity
Franklin Templeton Investors service
Hartford/Mass Mutual
Horace Mann
Invesco (Prudential)
Jefferson National Insurance
MEA/ESI Education MN
New York Life Insurance & Annuity Protective Life (Commonwealth)
Putnam Investor Services (Employee Contributions Only)
Symetra Financial
Thrivent for Lutherans (Lutheran Brotherhood)
Valic - AIG
Vanguard

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INDEPENDENT SCHOOL DISTRICT NO. 309
PARK RAPIDS, MINNESOTA**

AND

**LOCAL UNION NO. 2768
MINNESOTA COUNCIL NO. 65
A.F.S.C.M.E. (AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEE), AFL – CIO
Nashwauk, Minnesota
Pertaining to **NON-LICENSED EMPLOYEES****

WHEREAS, AFSCME is the Exclusive Representative for all non-licensed employees of Independent School District No. 309, Park Rapids, Minnesota; and,

WHEREAS, AFSCME and District 309 are entering into a two-year Collective Bargaining Agreement (July 1, 2021-June 30, 2023) and recognize a need to address the Bus Drivers' terms and conditions separately from the Agreement for a temporarily precise amount of time; and,

WHEREAS, within said Collective Bargaining Agreement, the District and AFSCME have an agreement in place regarding Article XVI relating to Provisions Specific to Bus Drivers, Section 3, Assignment of Bus Trips; and,

WHEREAS, it is the intent of the District and AFSCME to resolve any issues regarding said provisions.

NOW THEREFORE, it is mutually agreed and understood as follows;

1. Article XVI relating to Provisions Specific to Bus Drivers, Section 3, Assignment of Bus Trips: It is understood that, first and foremost, both parties are committed to serving the 'best interests of the students.' The District shall, at its sole discretion, assign bus trips (first from a roster of regular drivers). When situations do not support using a regular driver and/or a sub-driver, the District shall be able to assign the trip to a driver of their choice. All other provisions of the Collective Bargaining Agreement shall remain in full force and effect.

In addition, all bus drivers will receive a one time \$500.00 stipend, paid during the 2021-2022 school year, with the October 2021 payroll.

2. **Term.** The parties to this MOU have expressly agreed that the District will have sole authority to assign extra-curricular bus trips (when meeting the conditions of no. 1 in this MOU) during the term of the Collective Bargaining Agreement, July 1, 2021-June 30, 2023. It is agreed that on June 30, 2023, at end of day, this MOU will expire and Article XVI, Section 3 of the Collective Bargaining Agreement shall continue to be the recognized language.
3. **Evaluation.** The parties agree to meet immediately following the 2021-2022 school year to discuss and evaluate the bus driving circumstances.

4. **No Past Practice.** By entering into this Memorandum of Understanding, the parties acknowledge and agree that the actions taken by the School District in this Memorandum of Understanding shall not constitute, nor be interpreted as, a past practice.

All other terms and conditions of said Collective Bargaining Agreement between the District and AFSCME remain in effect.

FOR AFSCME

Jacqueline Guff

771DA3E1F06647E...

Date: 10/05/2021

DocuSigned by:

Ginger Thrasher

094E421C21254D8...

Date: 10/13/2021

FOR ISD NO. 309

Sherry Safratowich

6FF060F7DA7C410...

Date: 09/27/2021

DocuSigned by:

Stark Cole

331D63064844461...

Date: 09/27/2021