

# **LABOR AGREEMENT**

Between

**AFSCME Local 3789**  
AFL-CIO

and

**Independent School District No. 91**  
3675 County Road 13, Barnum, MN 55707

**JULY 1, 2021 - JUNE 30, 2023**



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## ARTICLE I PURPOSE

**Section 1. Parties:** THIS AGREEMENT is entered into between Independent School District No. 91, Barnum, Minnesota, hereinafter referred to as the School District, and the American Federation of State, County, and Municipal Employees, Council 65 hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all non certified employees of Independent School District No. 91, Barnum, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

## ARTICLE II RECOGNITION

**Section 1. Recognition:** In accordance with P.E.L.R.A., the School District recognizes the American Federation of State, County, and Municipal Employees, Council 65 as the exclusive representative for all non certified employees of Independent School District No. 91, Barnum, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees employed by the School District, whose exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services.

## ARTICLE III DEFINITIONS

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

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the term non certified employees of Independent School District No. 91, Barnum, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees shall mean all persons in the appropriate unit

employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year and emergency employees.

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

**Section 4. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## **ARTICLE IV SCHOOL BOARD RIGHTS**

**Section 1. Inherent Managerial Rights:** The non-licensed staff recognizes that the School Board is not required to meet on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2. Management Responsibilities:** The non-licensed staff recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. Effect of Laws, Rules and Regulations:** The non-licensed staff recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The non-licensed staff also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee to the expression or communication of a view, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

**Section 2. Request for Dues Check Off:** The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues, or other Union approved deduction, that the employee has agreed to pay to the employee organization in equal installments, according to their pay schedule, beginning with the first pay period in July.

**Section 3. Fair Share Fee:** Fair share fees shall be withheld by applicable law.

## **ARTICLE VI RATES OF PAY**

### **Section 1. Rates of Pay:**

**Subd. 1. 2021 - 2022 Wages.** Employees will be compensated pursuant to Schedule A for the 2021 - 2022 contract year. Employees will be placed on their correct years of service step for the 2021 - 2022 contract year. Step 8 will receive a 3% increase for the 2021 - 2022 contract year. All 2021-2022 changes will be retroactive to July 1, 2021.

**Subd. 2. 2022 – 2023 Wages.** Employees will be compensated pursuant to Schedule B for the 2022 - 2023 contract year. Steps will be given for the 2022 - 2023 contract year.

**Subd. 3.** During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

**Subd. 4. Paydays:** Paydays shall be on the 15th and last day of each month. In the event these dates shall fall on a weekend, payday shall be on the last Friday

prior to the 15th or the last day of the month. Paydays will occur in 24 equal installments.

**Section 2. Overtime:** Overtime (over 40 hours per week) will be paid at time and one-half (1/2). If an employee is entitled to compensatory time, compensatory time must be pre-approved by the Supervisor. The employee is entitled to one and one-half (1 ½ ) hours of compensatory time if the employee worked over forty (40) hours that week.

**Section 3. Substitutes:** The rate of pay for substitutes shall be set by the School Board. In the event that a substitute serves for more than 67 consecutive work days for the same employee, the substitute will be paid on the first step beginning with the 68th work day. (M.S. 179A.03, Subd. 14, P.E.L.R.A.)

**Section 4. Pay Deductions:** Any absence other than the allotted sick leave, funeral leave or emergency leave shall result in pay deductions equal to the daily earned wage of the absent employee.

**Section 5. Posting and Filling of Vacancies:**

**Subd. 1. Temporary Vacancy.**

- a. Any temporary vacancy of which the Employer has information or knowledge that it will last 30 work days or more, shall be posted internally for bargaining unit employees.
- b. The posting period shall be five (5) working days.
- c. The senior qualified employee who applies shall be awarded the temporary vacancy until the employee who held the original posted position is able and available to return to work. At that time, the employee who was awarded the temporary vacancy shall be placed back in their original position.

**Subd. 2. Permanent Vacancy.**

- a. Permanent vacancies or newly created positions shall be posted for five (5) working days.
- b. Notice of the vacancy shall be posted on the employee bulletin boards in the Bus Garage, the District office, and the Elementary Principal's office.
- c. Employees shall complete an application form for the posted position.

d. The following considerations shall be the determining factors when awarding the position:

1. Bargaining unit seniority;
2. Qualifications;
3. Experience, including formal observation, evaluations and/or supervisor's recommendation;
4. Physical ability to perform the work;
5. Proper licensing;
6. Classification Seniority

**Subd. 3. Expedited Process.** The parties further agree that a vacancy to be filled during the school year shall consist of an expedited posting process to curtail a chain reaction during the school year.

**Subd. 4. Monitoring or Extracurricular Duties:** Non-certified employees interested in working extra-curricular activities must sign up with the District Athletic/Activities Director annually. Non-certified employees interested in being assigned monitoring activities and/or after school detention beyond the regular scheduled day that do not involve professional work by a certified teacher, as determined by the building principal, must sign up in the high school's principal's office annually. The rate of pay for extra-curricular game workers per event and/or per hour is determined in the teacher's Co-Curricular schedule.

## **Section 6. Bus Drivers:**

**Subd. 1. Route Selection.** As route openings occur, bus drivers will have the opportunity to apply for a new route. The most senior driver who applies will be allowed the change.

**Subd. 2. Summer Driving.** Summer school routes will be paid at a rate of the driver's regular rate of pay. Summer activities will be paid at the extra trip rate. Summer drivers will be selected by seniority from those who apply.

**Subd. 3. Minimum Trips.** When a trip requires a driver to make a special trip from home the minimum rate will be \$25 for the first hour per trip and thereafter at the extra trip rate as provided in Subdivision 6 hereof. When a minimum trip does not require a driver to make a special trip from home because it is coincidental to their route, the reimbursement rate shall be \$12.50/hr.

**Subd. 4. Extra Trips.** Assignment will be determined by rotating full-time drivers that sign up for extra trips at the beginning of the year. The list will start with the most senior full time drivers. Payment will be based on garage to garage time. When an "extra" trip coincides with the driver's regular route, the driver must



deduct one hour of hourly pay rate for each half route missed. (Hourly rate of pay to be deducted from extra trip hourly pay.)

**Subd. 5. Half-Time Bus Drivers.** Bus drivers may opt for a half-time position if a person that meets the District criteria for employing drivers can be hired to complete the route. The committing for half-time driving must be for a minimum of one year.

**Subd.6. Extra-Curricular Trips/Van Drivers.** Extra-curricular trips and all Van Drivers will be paid at the rate of \$14 per hour with a minimum of 2 hours per trip for a minimum pay of \$28 per trip.

**Subd. 7. D.O.T. Physicals.** The District will reimburse a driver up to \$200 for each required physical upon receipt of payment and successfully passing the physical.

### **Section 7. Custodians:**

**Subd. 1. Boiler License Renewal.** The boiler license renewal fee will be paid by the School District for those employees required to utilize such a license in their employment.

### **Section 8. Cooks:**

**Subd. 1. Certification.** Cooks who are certified (effective July 1, 1999) will receive \$.25 per hour above their present salary, and the "add on" pay shall be retained by those employees who receive it when assigned outside their regular posted position. Example: An assistant cook assigned to the head cook position maintains certification pay. There is one employee as named in the separate Letter of Understanding who is grandfathered for this additional rate.

**Subd. 2. Training.** The District will compensate Head Cooks and assistant head cooks for time spent in attending required workshops, seminars and food service managers required certification courses at their daily rate, not to exceed eight hours per day unless approved by the Superintendent. Other kitchen personnel may apply for District Staff Development funds to attend applicable workshops, etc. Only courses related to certification as a "Certified Food Manager" governed by the MN Dept. of Health shall be considered.

**Section 9. Temporary Assignments Outside of Classification:**

**Subd. 1.** Employees temporarily assigned outside their classification in a lower classification shall be paid at their regular rate of pay. If the employee is temporarily assigned in a higher classification, the employee shall be paid at the higher classification rate, at the lowest step on the schedule that is not less than the employee's regular rate of pay.

**Subd. 2.** For employees temporarily assigned duties of a non-bargaining unit position, the employee shall receive an additional \$1.00 per hour for all hours worked.

**Section 10. Permanent Posting/Assignment Outside of Classification:**

**Subd. 1.** An employee who posts for a permanent bargaining unit position in a lower classification, and is reassigned to the position, shall be paid on the schedule of the new classification at the same step as the employee was being compensated in the previous classification.

**Subd. 2.** An employee who posts for a permanent bargaining unit position in a higher classification, and is reassigned to the position, shall be paid on the schedule of the new classification at the lowest step on the new schedule that is not less than the employee's rate of pay in the lower classification.

**ARTICLE VII  
GROUP INSURANCE**

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School District as provided by law.

**Section 2. Health and Hospitalization Insurance:** Eligible employees as described in Section 10 hereof shall receive School District contributions pursuant to this Section as follows:

**Subd. 1: Single Coverage.** Effective January 1, 2022, the School District shall contribute a sum not to exceed \$612 per month for each full-time employee and \$580 per month for each part-time employee. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subd. 2. Family Coverage.** Effective January 1, 2022, the School District shall contribute a sum not to exceed \$1,522 per month for each full-time employee and \$1,427 per month for each part-time employee. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subd. 3. Spouses.** When both spouses are employed by the School District and are covered under the same insurance plan, one spouse may elect to apply the dollar amount for single coverage to the family coverage.

**Subd. 4. VEBA Health Reimbursement Arrangement Account.**

- a. In addition to the contribution as provided in Subdivisions 1 and 2 hereof, the School District will contribute to the VEBA Health Reimbursement Arrangement Account for eligible employees as provided in Subdivision 1 and Subdivision 2 hereof toward the employee's individual VEBA account, which contribution will be available to the employee as outlined in the VEBA plan and trust agreement as provided in a separate Letter of Understanding as follows:

**2021 - 2023**

Single Contribution - Full-time	<b><u>\$1,020/per annum</u></b>
Single Contribution - Part-time	<b><u>\$1,020/per annum</u></b>
Family Contribution - Full-time	<b><u>\$2,040/per annum</u></b>
Family Contribution - Part-time	<b><u>\$2,040/per annum</u></b>

- b. The School District's contribution shall be made in two equal installments, the first by September 15 and the second by January 15 of each year covered by this agreement.
- c. In the event that an eligible employee begins participation in the insurance program as provided in Section 2 hereof, but after the School District contribution dates as provided in this subdivision, the School District's contribution will be reduced pro-rata reflecting the time that the employee is a member of the insurance program.

**Subd. 5. Basis.** All group health insurance premiums shall be paid on a twelve (12) month basis.

**Section 3. Life Insurance:** The District will pay the full premium for a \$30,000 term life insurance policy for each employee.

**Section 4. Long Term Disability:** The District will provide L.T.D. insurance for all eligible employees. The benefit package will be 66.67% of the employee's base salary.

**Section 5. New Employees:** New employees shall have payment made on their behalf by the School District commencing on the first of the month following the date of their employment. Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payment made on their behalf on the first of the month following their return to work.

**Section 6. Retiree Health Insurance:** An employee with at least 10 years of experience in Independent School District No. 91, who is 55 or more years old, upon retirement, may elect to continue insurance coverage until age 65 provided that the employee pays the monthly premium for single or family coverage in advance.

**Section 7. Tax Sheltered Annuities:** Employees may request to take part in a tax sheltered annuity program in accordance with School Board policies relating to the same. Participation in such tax sheltered annuity programs is limited to School District approved companies.

**Section 8. Claims Against the School District:** It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 9. Duration of Health Insurance Contribution:** An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease. A terminated employee, whose termination was for reasons other than the employee's disability or retirement, may elect to continue insurance coverage for a period of eighteen months or until reemployment and subsequent eligibility for coverage under another group plan, whichever is shorter. The terminated employee must pay full costs for the continued coverage, in advance, on a monthly basis.

**Section 10. Eligibility:**

**Subd. 1.** Full contribution to health insurance as provided in this Article (Section 2, Subds. 1, 2 and 3) are designed for full-time employees (2,080 hours per year). Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

**Subd. 2.** Part-time employees, who are employed at least 20 hours per week and 150 days in a school year shall receive the contributions for part-time employees as described in Section 2, Subds. 1, 2 and 3 hereof during the term of this Agreement.

**Subd 3. Exclusions.** Casual employees, substitute employees, substitute bus drivers, and part-time employees who are employed less than 20 hours per week and 150 days in a school year shall not be eligible to receive any contribution or participate in the School District's group health insurance plan.

**ARTICLE VIII  
403B PLAN**

**Section 1. Eligibility:** Full-time Employees, 2,080 hours, shall be eligible for a matching contribution as provided in Section 4 hereof. Part-time employees who work at least half-time shall be eligible for a pro-rata contribution based upon the percentage of the appointment, 2080 hours. Casual employees, substitute employees, substitute bus drivers, and part-time employees who are employed less than 20 hours per week and 150 days in a school year shall not be eligible for the provisions of this Article

**Section 2. Matching Program:** AFSCME Employees may participate in the 403b plan according to the amount and for the years as provided in this Article. All employees may participate in the program, but only those that choose to contribute to an eligible 403b fund may receive School District matching funds.

**Section 3. Eligibility and Election:** All employees shall receive 403b matching payments beginning with the fifth (5<sup>th</sup>) consecutive year of employment by the School District. Employees must declare that match amount by September 15<sup>th</sup> of each year. The amount of the match shall remain from year to year unless an employee notifies the School District in writing prior to September 15<sup>th</sup>.

**Section 4. Matching Contribution:** The matching contribution shall be as follows:

<b><u>Years of Continuous Service</u></b>	<b><u>2021-23 Maximum Annual Match</u></b>
0 - 4	\$ 0.00
5 - 9	\$ 1,100.00
10 - 14	\$ 1,400.00
15 or more	\$ 1,700.00

**Section 5. Lifetime Maximum:** The maximum lifetime contribution by the School District under this Article shall not exceed the sum of \$25,000 for full-time employees, 2080 hours, and a prorata maximum for part-time employees. The maximum shall be computed based upon the maximum match that the employee was eligible for each year as provided in Section 4. The amount for which the employee was eligible will be included in the calculation for the lifetime maximum whether or not the employee participated in any particular year.

**ARTICLE IX  
LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

**Subd. 1.** All full time employees shall be credited with 16 sick days and part time employees shall be credited 15 days at the beginning of the school year, for each year of service in the employ of the School District. (Ex: 6 hour/day employees receive a 6-hour sick day, 8 hour/day employees receive an 8 hour sick day). The District will be reimbursed for sick leave used that has not been accrued by an employee, by a deduction from the employee's paycheck.

**Subd. 2.** Unused sick leave days may accumulate to a maximum credit of 180 days of sick leave per employee prorated as to hours worked. If an employee uses 3 or less sick days in one school year, they will be paid a stipend of \$150 at the end of the school year. This is retroactive to July 1, 2021.

**Subd. 3.** Sick leave with pay shall be allowed whenever an employee's absence is due to the employee's illness or disability or illness of the employee's parents, or spouse which prevented the employee's attendance at school and the performance of duties on that day or days or as otherwise allowed in this section. Sick leave may be used for elective surgery at the discretion of the Superintendent. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than 23 years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. (Minn. Stat. 181.9413).

**Subd. 4.** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5.** 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 or on the webpage.

**Subd. 6.** Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. An unpaid leave for child care purposes may be granted at the discretion of the School District.

**Subd.7.** Sick Leave for Childbirth, and/or Pregnancy, and/or Adoption: Sick leave for childbirth and/or pregnancy, and/or adoption is granted according to one of the following conditions:

- a. Following the birth of a child, the mother will be granted sick leave for any school days during the next six (6) calendar weeks. Standard practice is six (6) weeks for regular delivery and eight (8) weeks for a C-Section accompanied by a physician's orders. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.
- b. During a pregnancy, a doctor's written statement will be needed to verify the need for extended leave due to complications with a pregnancy.
- c. Paid sick leave is dependent upon the number of sick days an employee has accumulated.
- d. An employee will be eligible for the employer contribution to health insurance while on leave under this section.

**Section 2. Personal Leave:**

**Subd. 1.** All employees shall be granted personal leave of two (2) days per year noncumulative, for situations which must be handled during school hours requiring the employee's personal attention.

**Subd. 2.** Part-time employees (for purposes of this Subdivision, part-time employees shall mean those employees not receiving vacation under Article XIII hereof) shall receive personal leave in addition to Subdivision 1 as follows:

- a. Part-time employees with 5 or more years of service shall be granted two paid personal leave days and may accumulate up to four days.
- b. Part-time employees with 15 or more years of service shall be granted an additional paid personal leave day each year (3 days) per year and may accumulate up to five days.

**Subd. 3.** Personal leave days may be utilized for any purpose with a 72-hour notice to the employee's immediate supervisor and availability of a sub if one is necessary.

**Subd. 4.** Requests for this leave must be made in writing to the Superintendent of Schools at least three days in advance, except in the event of emergencies. The request shall state that the proposed leave is for personal reasons. Personal leave must have prior approval of the Superintendent. Personal leave will be limited to no more than two (2) employees on a given day.

**Subd. 5.** Personal leave days taken shall not be deducted from sick leave.

**Subd. 6.** Effective September 1, 2020, employees shall receive an additional 2 days of unpaid leave.

**Section 3. Jury Service:** An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service, minus mileage and meal allowance, shall be remitted to the School District.

**Section 4. Bereavement:**

**Subd. 1.** A maximum of three days leave for each occurrence to be reduced from employees sick leave shall be granted in case of death of the employee's spouse, parent or child.

**Subd. 2.** One (1) day of leave for each occurrence shall be granted in the case of death of:

- a. Parent in-law
- b. Stepparent
- c. Grandparent of employee or spouse
- d. Grandchild
- e. Sibling
- f. Sibling-in-law of employee

**Section 5. Emergency Leave:** A maximum of five (5) school days of emergency leave per year to be deducted from employees sick leave shall be granted for serious medical or personal emergency involving employee, employee's immediate family employee's property or for funerals not covered by Section 4 hereof. The granting of emergency leaves shall be subject to the approval of the Superintendent.



## **Section 6. Medical Leave:**

**Subd. 1.** An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has not become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

**Subd. 2.** A request for leave of absence, or renewal thereof, under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

## **Section 7. Leave of Absence:**

**Subd. 1. Leave of Absence:** An employee, upon written request, may be granted leave of absence without pay for one (1) year. The School District reserves the right to refuse or grant such leave. An employee shall receive no step advancement on the salary schedule for the years absent.

**Subd. 2. Leave of Absence Without Pay Less Than One Year May Be Granted.** Requests for such leave of absence without pay must be submitted to the immediate supervisor no less than two weeks and no more than one month in advance. The supervisor will forward the request to the Superintendent of Schools for final approval or disapproval. The School District reserves the right to refuse to grant leave.

## **Section 8. Legal Leave:**

**Subd. 1.** In cases where an employee must appear as a witness at the request of the Board, the employee shall not lose any pay or fringe benefits for the time absent.

**Subd. 2.** In cases where the employee must make an appearance at a job related liability legal proceeding the employee shall not lose any pay or fringe benefits for the time absent.

## **Section 9. Child Care Leave:**

**Subd. 1.** A child care leave may be granted by the School District subject to the provisions of this section, to one parent of an infant child, provided such parent is caring for the child.

**Subd. 2.** An employee making an application for child leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended year. In the event of an emergency, the employee may submit a verbal request to the superintendent. Upon approval, a written request shall be submitted within thirty (30) calendar days.

**Subd. 3.** If the reason for the child care leave is occasioned by pregnancy, the employee may utilize sick leave pursuant to the sick leave provisions of the agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by child care leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

**Subd. 4.** The School District may adjust the proposed beginning or ending date of child care leave so that the dates of the leave coincide with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, ending of a grading period, end of the school year or the like.

**Subd. 5.** In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- a. Grant any leave more than twelve months in duration;
- b. Permit the employee to return to his/her employment prior to the date designated in the request for child care leave

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

**Subd. 7.** An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

**Subd. 8.** An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.

**Subd. 9.** Leave under this section shall be without pay or fringe benefits.

**ARTICLE X  
RETIREMENT PAY**

**Section 1:** Noncertified who have completed at least 20 years of continuous service with the School District and who are at least 55 years of age shall be eligible for retirement pay pursuant to the provisions of this Article upon submission of a written resignation for retirement accepted by the School District. An approved leave of absence does not constitute a break in service. However, the period of the approved leave of absence is not counted as part of the twenty (20) years. Employees shall be restricted to one (1) retirement package from the District, under any circumstances, and they must be eligible for a PERA pension or PERA disability pension to qualify for any retirement pay benefits as outlined in this Article.

**Subd. 1.** Employees hired after June 30, 2013, will not be eligible for retirement pay as expressed in Article X.

**Section 2. Option 1:**

**Subd. 1.** Eligible employees, upon retirement shall receive as severance pay an amount not to exceed a total of 100 days of pay from the employee's accumulated sick leave bank.

**Subd. 2.** In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year.

**Subd. 3.** Severance pay shall be paid out in three (3) equal installments, see schedule below. Severance pay shall not be granted to any employee who is discharged for cause by the School District.

**Employee Retiring  
Between January 1 and June 30**

1/3 payment on June 15  
1/3 payment following January 15  
1/3 payment following December 15

**Employee Retiring  
Between July 1 and December 31**

1/3 payment on January 15  
1/3 payment following December 15  
1/3 payment following July 15

**Section 3. Option 2:** This option also relates to employees who are over the age of 55 and have less than 20 years of continuous service in the District.

**Subd. 1.** Upon retirement, 50% of all unused, accumulated sick leave shall be paid to the employee at their current hourly rate of pay, times their normal hours per day. Example: John works 5 hours per day at \$8.00 per hour, and he has 180 accumulated days of sick leave. He would receive  $5 \times \$8.00 \times 90 = \$3600.00$ .

**Subd. 2.** Severance pay shall be paid out in three (3) equal installments, see schedule below. Severance pay shall not be granted to any employee who is discharged for cause by the School District. In the event of the death of the employee, prior to full payment of any and all entitled severance pay as per the Agreement, the employee's dependents, or estate shall receive full payment for any amount due.

**Employee Retiring  
Between January 1 and June 30**

1/3 payment on June 15  
1/3 payment following January 15  
1/3 payment following December 15

**Employee Retiring  
Between July 1 and December 31**

1/3 payment on January 15  
1/3 payment following December 15  
1/3 payment following July 15

**ARTICLE XI  
WORKERS' COMPENSATION**

**Section 1:** Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting Workers Compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

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

**Section 1. Basic Work Week:** The regular work week shall be Monday through Friday, exclusive of building checks.

**Section 2. Basic Work Year:** The regular work year shall be the number of student contact days with a minimum of 170 days, as prescribed by the School District each year for regular employees.

**Section 3. Part-time Employees:** The School District reserves the right to create positions and to employ such personnel as it deems desirable or necessary on a part-time or casual basis. In the event that a full-time employee is laid off or reduced to a part-time basis, the School District shall not hire an employee on a part-time or casual basis until the School District offers the newly created position to the laid-off or reduced

employee; provided, the laid-off or reduced employee is qualified to perform the duties of the new position.

**Section 4. Shifts and Starting Time:** All employees will be assigned starting time and shifts as determined by the School District. Unless the student day is modified, shifts for full-time 12 month custodians shall be:

Dayshift: 6:00 a.m. to 2:00 p.m.  
Afternoon shift: 2:00 p.m. to 10:00 p.m.

**Section 5. Lunch Period and Breaks:**

**Subd. 1.** Employees scheduled for at least a six hour shift shall receive a paid 15-minute break during each half of their shift.

**Subd. 2.** Employees scheduled to work more than four but less than a six hour shift will receive one 15-minute break during their shift.

**Subd. 3.** Employees scheduled to work an eight hour shift shall receive a 20-minute paid lunch period (not duty free) during the eight-hour work day.

**Subd. 4.** Lunch periods and breaks shall be coordinated by the School District consistent with the programmatic needs of the School District.

**Section 6. School Closing:** In the event that school is closed for any reason, and the employees are not required to perform services, the employee's compensation shall be reduced accordingly. If school is closed for a full day due to inclement weather or other exigency, the day will be made up. Lost hours due to late starts, or early outs, (inclement weather, special events, etc.) will result in an attendant reduction in pay, except for those employees who are required to work their regular day.

**Section 7. Meetings:** All hours in attendance at meetings or training required by the School District shall be compensated at the employee's regular rate of pay. Employees will not be compensated for voluntary work on committees.

**ARTICLE XIII  
HOLIDAYS**

**Section 1. Paid Holidays:** Regular (twelve month) employees shall be granted the following paid holidays: News Year's Day, President's Day or Mid-Winter Holiday dependent on school calendar, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day. Ten-month employees will be paid for the following holidays: Labor Day, Thanksgiving

Day, President's Day, and Memorial Day. Part-time employees who work 12 months shall have these same holidays paid on a pro-rata basis.

**Section 2. Weekends:** Holidays that fall on weekends will be observed on a day established by the School District.

**Section 3. Application:** In order to be eligible for holiday pay, an employee must have worked a regular workday before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

## **ARTICLE XIV VACATIONS**

**Section 1. Eligibility:** This Article shall apply to employees who are regularly employed on a twelve (12) month basis and forty (40) hour hours per week. Part-time twelve-month employees shall receive pro-rata vacation benefits.

**Section 2. Earned Vacations:** Twelve-month employees under these provisions shall accrue vacation as follows:

- 1 week after completion of first year
- 2 weeks after completion of second year
- 3 weeks after completion of eighth year
- 4 weeks and 2 days after completion of fifteenth year
- 5 weeks after completion of twentieth year
- 6 weeks after completion of twenty-fifth year

**Subd. 1.** Vacations shall be determined as of July 1 of each year. 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 District.

**Subd. 2.** If the employee resigns before completing a full year of service the employee shall not be entitled to any vacation pay.

**Subd. 3.** The scheduling of all vacation time shall be determined by the School District.

**Subd. 4.** Employees shall be allowed to carry-over up to five (5) days of unused vacation into the following year.

**ARTICLE XV  
DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD**

**Section 1. Just Cause:** The School Board maintains the right to discipline and/or discharge any employee for just cause. An employee shall have the right to question or dispute such disciplinary actions in accordance with the grievance procedures established in Article XVI of this agreement.

**Section 2. Discipline:** It is mutually understood that, in establishing, implementing and administering disciplinary procedures, that the concept of progressive discipline shall prevail, although it is recognized that there are some offenses which may, in extreme instances, require more stringent discipline than the normal progression. The normal progression shall be:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

An employee, upon receiving five-(5) days suspension, may become subject to discharge.

**Section 3. Immediate Discharge:** An employee may be suspended or discharged immediately without progressive discipline.

**Section 4. Probationary Period:** An employee under the provisions of this Agreement shall serve a probationary period of one calendar year of continuous service from the first date of employment in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

**Section 5. Probationary Period: Change of Classification:** In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) calendar days in any such new classification. During this sixty (60) calendar day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

**Section 6. Completion of Probationary Period:** An employee who has completed the probationary period may be suspended without pay or discharged only for cause.

## **ARTICLE XVI SENIORITY**

### **Section 1. Definition:**

**Subd. 1.** Seniority shall be defined as an employee's continuous length of employment with the School District in a position covered by the bargaining agreement. All employees, both full-time and part-time, shall be included on the seniority list.

**Subd. 2.** Upon completion of the probationary period, the seniority date of the employee shall include the probationary period.

**Subd. 3.** If an employee posts or transfers from one classification to another, their bargaining unit seniority in their previous classification would be frozen, and in the event of a layoff or reduction of force in the new classification, the employee shall have the ability to exercise their seniority in their previous classification to avoid layoff.

**Section 2. Seniority List:** A non-certified staff list shall be furnished by the School District by the 30th day of November of each year.

**Section 3. Correction of Seniority List:** Following the issuance of the first seniority list, any employee shall be obligated to notify the School District within thirty (30) days of any error in the seniority list. If no error is reported within this thirty (30) day period, the list will stand correct as posted.

**Section 4. Loss of Seniority:** An employee shall lose seniority for the following reasons only:

- A. resignation
- B. involuntary termination
- C. failure to return to work when recalled from lay-off as contained in Section 5 below.

### **Section 5. Lay-offs:**

**Subd. 1.** In the event of a lay-off, it is understood and agreed that the least senior employee in the classification shall be laid off first provided that temporary and probationary employees have been previously terminated.

**Subd. 2.** An employee who has been laid off, shall remain on the reinstatement list for a period of two (2) years, after which time the employee's right to reinstatement shall terminate.



**Subd. 3.** Employees to be laid off for an indefinite period will have at least two (2) calendar weeks notice.

**Section 6. Recall:**

**Subd. 1.** When the working force is increased after a layoff, employees will be recalled according to seniority in the reverse order of layoffs, within classification.

**Subd. 2.** Notices of recall shall be sent to employees at their last known address by Registered or Certified mail.

**Subd. 3.** If the employees fail to report to work within ten (10) days from the date of mailing of the Notice of Recall, he/she will be considered as having resigned.

**Section 7. Tiebreaker:** Upon completion of the probationary period as defined in this Agreement, the seniority date shall revert back to the first date of continuous employment in a position governed by this Agreement. If more than one employee commences work on the same date, seniority shall be determined by the date the employee's employment was approved by the School Board. If a tie in seniority continues to exist, the tie will be broken by lot.

**ARTICLE XVII  
GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A grievance shall mean a dispute or disagreement as it arises over the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

**Section 2. Representative:** Any employee who is involved in a contract dispute shall be represented by the Union to act on his/her behalf, but the aggrieved person must be present when the grievance is held at levels one and two. The representative of the District at the first two levels, unless designated otherwise, shall be the Principal and/or the Superintendent respectively.

**Section 3. Definition and Interpretation:**

- A. Extension Time Limits specified in this agreement may be extended by mutual agreement.
- B. Days: Reference to days regarding time periods in the procedure shall refer to working days. A working day is defined as all weekdays in which school is in session as outlined in the school calendar.

- C. **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 is not to be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or other named day in which event the next duty day shall be counted.
- D. **Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it bears a certified postmark of the United States mail within the time period.

**Section 4. Initiation:** A grievance shall be initiated at the lowest level of Administration authorized to adjudicate the dispute. Nothing in this procedure shall be construed to limit such initiation at any appropriate level with the approval of the Superintendent.

**Section 5. Time Limitation Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file a 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. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

**Section 6. Adjustment of Grievance:** The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within seven (7) days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within seven (7) 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 within seven (7) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School District, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level II. If a grievance is properly appealed to the School District, the School District shall set a time (that is mutually agreeable to both parties), to hear the grievance within fifteen (15) days after receipt of the appeal. Within fifteen (15) days after meeting, the School District shall then render its decision in an open session of the District and provide such a decision in writing.

**Section 7. Denial of Grievance:** Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level. All grievances and appeals submitted to the District at Level III must be heard in accordance with the provisions of this policy, with all decisions recorded in the official minutes of the District. Three copies of the appropriate minutes shall be furnished, without charge, to the parties involved in the dispute.

**Section 8. Mediation Review:** At the request of either party, the Bureau of Mediation Services shall be requested to review the grievance.

**Section 9. Arbitration Procedures:** In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

- A. **Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such grievance must be filed with the other party within ten (10) days following the decision in Level III of the grievance procedure.
- B. **Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- C. **Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties may within seven (7) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on the arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of five arbitrators to the parties, pursuant to the PELRA provided such request is made within fifteen (15) days after request for arbitration. Within ten days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The Union will make the first strike. The request shall ask that the panel be submitted within ten days after the receipt of said request. Failure to agree with an arbitrator or

the failure to request an arbitrator from the Commissioner of the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

- D. 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 involving a full investigation allowing the introduction of any new evidence.
- E. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. The decision of the arbitrator is binding upon the parties subject to provision of P.E.L.R.A. as amended.
- F. 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 the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
- G. 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 the terms and conditions of employment as defined herein and contained in this written agreement. Nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, 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 right and obligation of the public school district to efficiently manage its operation within the legal limitations surrounding the financing of such operations.

**Section 10. Waiver Procedures**: The parties, by mutual written agreement, may waive any step and/or extend any time limits to the grievance procedure.

**Section 11. Severability:** The provisions of this procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provisions or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

**Section 12. Hardship -Time Limit:** In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best effort to process such grievance prior to the end of the school term or as soon thereafter as possible.

**Section 13. Time Limit as a Denial:** If, at any level of the grievance procedure a decision is not forthcoming within the specified time period, the grievance shall automatically be deemed to be denied unless the parties have mutually agreed to extend the time period in question.

**Section 14. Resolution After Expiration:** Notwithstanding the expiration of this contract, any claim or grievance arising hereunder may be processed through the grievance until resolution.

**Section. 15. No Reprisals:** No reprisals of any kind shall be taken by the District or the School Administration against any employee because of his/her participation in this grievance procedure.

## **ARTICLE XVIII PUBLIC OBLIGATION**

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

## **ARTICLE XIX GENERAL PROVISIONS**

**Section 1. Comparable Worth:** Job descriptions/positions and/or classification may be appealed for purposes of reevaluation in October of each year. Employees must submit a written request for the reevaluation in October, and the District must arrange to complete the reevaluation in a timely manner. Any adjustment in compensation as a result of the reevaluation shall be retro to the date of the written request. All requests for reevaluation shall be reviewed by the balanced committee of three (3) Union members, appointed by the President of AFSCME Local 3789 and the Superintendent, or his/her designee and other administrative or School Board personnel. Recommendations of this committee shall be submitted to the School Board and AFSCME Local 3789 for final approval.

**Section 2. CDL-Drug and Alcohol Testing:** The CDL Drug and Alcohol Policy negotiated by the parties is considered an Addendum to this Agreement. This policy is found in the District copy of the contract. Notwithstanding this provision, the parties agree that they are bound by federal and state law as applicable in any provision of this policy and in the event any provision of this policy is inconsistent with state or federal law, the parties acknowledge that they are bound by the federal or state law.

## **ARTICLE XX DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter pursuant to the 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 60 days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School District and the non-licensed staff. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except as this exercise would be in express violation of any term or terms of this Agreement.

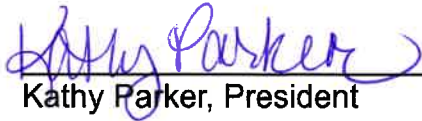
**Section 3. Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 65


INDEPENDENT SCHOOL DISTRICT  
NO. 91

  
Kathy Parker, President

  
Beth Schatz, Chair

  
Bonita Calverley, Vice President

  
Paul Coughlin, Clerk

Staff Representative 

Dated: 12-17-2021

Dated: 12-17-2021

**SALARY SCHEDULE A  
2021-2022**

Step	Class 1 Cafeteria Helper / Grounds- keeper*	Class 2 House-ke eper	Class 3 Asst. Cook	Class 4 Para	Class 6/7 Admin. Clerk	Class 8 Custodian/ Admin. Asst.	Class 9 Head Cook	Class 10 Bldg. Secretary / Payroll Clerk	Class 11 Custodian / Maint.
1	11.92	13.42	14.12	14.18	15.22	15.91	17.97	18.38	18.57
2	12.57	14.14	14.89	14.97	16.07	16.79	18.97	19.37	19.60
3	13.20	14.85	15.66	15.75	16.88	17.70	19.95	20.36	20.60
4	13.86	15.58	16.44	16.53	17.73	18.54	20.94	21.35	21.64
5	14.06	15.80	16.64	16.72	17.91	18.74	21.14	21.54	21.84
6	14.52	16.30	17.15	17.25	18.50	19.29	21.75	22.17	22.47
7	14.97	16.80	17.65	17.77	19.06	19.87	22.40	22.82	23.14
8	15.88	17.82	18.74	18.85	20.22	21.08	23.77	24.21	24.55

**Bus Drivers  
Monthly Rate  
Class 5**

Step 1	1,526
Step 2	1,612
Step 3	1,694
Step 4	1,780
Step 5	1,794
Step 6	1,850
Step 7	1,904
Step 8	2,021

Note: Bus drivers with routes exceeding 60 miles per day will receive additional compensation in the amount of 35 cents per mile per diem.

\*Groundskeepers work a normal seasonal year of April through October. Accordingly, groundskeepers shall not receive a step change on July 1 but, rather, will receive a step adjustment on April 1 if the employee returns the following year.



**SALARY SCHEDULE B  
2022-2023**

<b>Step</b>	<b>Class 1 Cafeteria Helper / Grounds- keeper*</b>	<b>Class 2 House-ke eper</b>	<b>Class 3 Asst. Cook</b>	<b>Class 4 Para</b>	<b>Class 6/7 Admin. Clerk</b>	<b>Class 8 Custodian/ Admin. Asst.</b>	<b>Class 9 Head Cook</b>	<b>Class 10 Bldg. Secretary / Payroll Clerk</b>	<b>Class 11 Custodian / Maint.</b>
1	11.92	13.42	14.12	14.18	15.22	15.91	17.97	18.38	18.57
2	12.57	14.14	14.89	14.97	16.07	16.79	18.97	19.37	19.60
3	13.20	14.85	15.66	15.75	16.88	17.70	19.95	20.36	20.60
4	13.86	15.58	16.44	16.53	17.73	18.54	20.94	21.35	21.64
5	14.06	15.80	16.64	16.72	17.91	18.74	21.14	21.54	21.84
6	14.52	16.30	17.15	17.25	18.50	19.29	21.75	22.17	22.47
7	14.97	16.80	17.65	17.77	19.06	19.87	22.40	22.82	23.14
8	15.88	17.82	18.74	18.85	20.22	21.08	23.77	24.21	24.55

**Bus Drivers  
Monthly Rate  
Class 5**

Step 1	1,526
Step 2	1,612
Step 3	1,694
Step 4	1,780
Step 5	1,794
Step 6	1,850
Step 7	1,904
Step 8	2,021

Note: Bus drivers with routes exceeding 60 miles per day will receive additional compensation in the amount of 35 cents per mile per diem.

\*Groundskeepers work a normal seasonal year of April through October. Accordingly, groundskeepers shall not receive a step change on July 1 but, rather, will receive a step adjustment on April 1 if the employee returns the following year.

**LETTER OF AGREEMENT**

This Letter of Agreement is entered into between Independent School District No. 91 (hereinafter referred to as the School District) and AFSCME LOCAL 3789 (hereinafter referred to as the Local 3789) and the parties hereto agree as follows:

1. The School District and the Local 3789 are parties to a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. The parties have provided for a grandfather clause in reference to certain employees in Article VI, Section 8. For the record, the employee covered by this grandfather clause is:

Connie Langhorst

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

AFSCME LOCAL 3789

INDEPENDENT SCHOOL DISTRICT  
NO. 91

  
\_\_\_\_\_  
Kathy Parker, President

  
\_\_\_\_\_  
Beth Schatz, Chair

  
\_\_\_\_\_  
Bonita Calverley, Vice President

  
\_\_\_\_\_  
Paul Coughlin, Clerk

  
\_\_\_\_\_  
Staff Representative

Dated: 12-17-2021

Dated: 12-17-21

## LETTER OF AGREEMENT

This Letter of Agreement is entered into between Independent School District No. 91, Barnum (hereinafter the School District) and AFSCME Local 3789 (hereinafter the Exclusive Representative) and the parties hereto agree as follows:

1. The School District and the Exclusive Representative are parties to a collective bargaining agreement covering the period July 1, 2021, through June 30, 2023.
2. Among other provisions, the collective bargaining agreement between the School District and the Exclusive Representative contains an Article X which provides certain employees with severance pay benefits upon their termination of employment. These benefits, and the payment thereof, are outlined in Article X of the collective bargaining agreement between the School District and the Exclusive Representative.
3. The parties have agreed to implement plan(s) for the payment of benefits as provided in Article X directly to a tax-sheltered fund in compliance with Minnesota Statutes, Section 356.24 and Section 352.98 and the Internal Revenue Code in a post-retirement health-care savings plan.
4. Effective upon the execution of this Agreement by the Exclusive Representative and the School District, employees who are eligible for severance pay under Article X, shall have all such funds deposited in their post-retirement health care savings plan accounts, as employer contributions, as established by the Minnesota State Retirement System. Withdrawal of such funds by an employee shall be subject to federal and state law and rules and regulations of the Minnesota State Retirement System. Effective upon the execution of this Agreement, severance payments provided above shall not be made directly to any employee but, rather, shall be deposited by the School District into the employee's post-retirement health care savings plan account as established by the Minnesota State Retirement System.
5. All severance pay funds will be deposited pursuant to this Letter of Agreement, and no part thereof shall be in the form of a cash payment unless the employee is eligible for exemption from the post-retirement health care savings plan pursuant to Minnesota State Retirement System and IRS rules and regulations, whose decision shall be final, non grievable and non arbitrable.
6. The amount of the severance pay and schedule of payment for each eligible employee shall be as determined by the collective bargaining agreement between the parties, and nothing in this Letter of Agreement shall be construed to modify the amount of severance pay due to an eligible employee.

The signatories to this Letter of Agreement recognize that the document requires ratification and approval of this Agreement by both the School Board and the membership of the AFSCME Local 3789 and by their signatures represent that such ratification and approval by their respective bodies have taken place.

Date of ratification by AFSCME Local 3789: December 17, 2021

Date of ratification by the School Board: December 7, 2021

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

AFSCME LOCAL 3789

INDEPENDENT SCHOOL DISTRICT NO. 91

Kathy Parker  
Kathy Parker, President

Beth Schatz  
Beth Schatz, Chair

Bonita Calverley  
Bonita Calverley, Vice President

Paul Coughlin  
Paul Coughlin, Clerk

[Signature]  
Staff Representative

Dated: 12-17-2021

Dated: 12-17-2021