

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**INDEPENDENT SCHOOL DISTRICT NO. 4
MCGREGOR, MINNESOTA
And
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES
AFL-CIO SUPPORT STAFF
LOCAL 1**

JULY 1, 2019 - JUNE 30, 2021

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AGREEMENT BETWEEN
A.S.F.C.M.E. COUNCIL 65

NON CERTIFIED EMPLOYEES LOCAL 1691
AND
INDEPENDENT SCHOOL DISTRICT NO. 4
MCGREGOR, MINNESOTA 55760

PREAMBLE

This Agreement, entered into by and between Local 1691, Minnesota Council #65 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", and Independent School District No. 4, McGregor, Minnesota, hereafter referred to as the "School District" is to establish the terms and conditions of employment, including compensation therefore and to declare their intent to promote peaceful relations, to work together toward the achievement of common aims of educational excellence and to provide the best possible education for all children.

NOW, THEREFORE, in consideration of the Mutual Promises and agreements between the Parties contained herein, the Parties agree as follows:

ARTICLE I

RECOGNITION

Section 1. The School District formally recognizes AFSCME, AFL-CIO, Council No. 65, Local 1691, as the exclusive bargaining representative for all employees of Independent School District No. 4, McGregor, Minnesota, who are not required to be licensed by the Board of Teaching or the State Board of Education, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory, confidential and all other employees; and who are employed for more than fourteen (14) hours per week and more than sixty-seven days per year.

Section 2. The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota.

Section 3. The School District agrees not to enter into a contract individually or collectively with employees in the bargaining unit which is in conflict with the terms of this agreement.

Section 4. No discrimination shall be exercised against any employee because of Union membership nor because of race, creed, sex, color, religious belief, political belief or disability.

Section 5. The support staff positions covered under this working agreement are:

Bus Drivers	Custodians
Educational Assistants	Clerical
Food Service	Mechanics
Non-Certified Preschool Teacher	

ARTICLE II

UNION SECURITY

Section 1. Union Dues. Upon receipt of the dues scale from the union officer, the School District shall deduct union dues and/or any other union approved deductions from employee wages. Such deductions and a list of employees from whom the deductions were made shall be forwarded to the Union at each payroll period.

Section 2. Union Notices. The Union shall be allowed to post Union meeting notices on the bulletin boards in the following locations: Employee Lounge, Kitchen, Bus Garage, and Maintenance Room.

ARTICLE III

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy which includes, 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 exclusive representative 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 exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws and rules, regulations, directives and orders of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative 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 and recognizes that the School Board, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State. Any provision of the Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Rights and Duties. 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 IV

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, and the Employer's personnel policies affecting the working conditions of the employees. It shall not mean nor include the inherent managerial rights of the Employer as set forth in Article III.

Section 2. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 3. Definitions of Employees.

A. Full Time Employees. An employee who works forty (40) hours per week, twelve (12) months per year, shall be known as a Full-Time Employee.

B. Term Employee. An employee who works at least fourteen (14) hours per week or 35% of the normal work week and more than sixty-seven (67) days in a calendar year, but less than 12 months per year, and bus drivers shall be known as a Term Employee.

C. Departments. Departments shall mean the following departments:

Transportation
Food Service

Education Assistants/Nurse/Clerical
Building Grounds/Maintenance
Non Certified Preschool Teacher

ARTICLE V

BENEFITS

Section 1. All full-time and term employees who work 30 hours or more per week shall receive full benefits.

Section 2. All term employees hired or who work twenty-two (22) hours or more but less than thirty (30) hours per week shall receive prorated benefits. Employees who work twenty (20) hours a week for a minimum of 170 days per year shall receive prorated sick leave and personal leave. Employees who work less than twenty (20) hours per week shall not receive benefits.

Section 3. All term bus drivers who work over 1 1/2 hours per day and who were hired before June 30, 2007 shall receive full benefits. All term bus drivers hired after July 1, 2007 will be subject to Article V, for all benefits except health insurance. All term bus drivers that work 20 hours per week or more will be eligible for prorated health insurance.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. The regular hours of work for employees shall be those which are assigned by the administration not to exceed forty (40) hours per week, lunch excluded.

Section 2. The work week shall be Monday through Friday unless changed district-wide by School Board action.

Section 3. All employees except Bus Drivers shall be granted a fifteen (15) minute paid rest during each one-half (1/2) shift.

Section 4. Employees required to work beyond their normal work week of forty (40) hours per week, shall be compensated for those hours over forty (40) at the rate of one and one-half (1 1/2) times their regular hourly rate of pay. The employee may take compensatory time off at the rate of one and one-half (1 1/2) hours per one (1) hour of overtime worked upon approval of the Superintendent. All overtime must be approved by the employee's immediate supervisor prior to being worked.

Section 5. All paid vacation time, paid holidays, paid sick leave, compensatory time off, and paid leave of absence shall be considered as "time worked" for purposes of this article. Paid time off does not count as time worked in the overtime calculation.

Section 6. Emergency Call-Out. An employee who is called to work outside his/her scheduled shift shall receive one and one-half (1 1/2) times the regular hourly pay. An employee who is called to work outside his/her scheduled shift on a paid holiday shall receive one and one-half (1 1/2) times the regular hourly pay in addition to his/her regular holiday pay. All call-outs shall be approved by the employee's supervisor or the Superintendent prior to reporting for work. Call-outs which are connected to a scheduled shift shall be considered an extension of the shift.

Section 7. Compensatory time off owed an employee shall be scheduled with the approval of the Supervisor and shall normally be used within six (6) months of the date earned, however the School District may at any time exercise its option to pay the employee the overtime rate established in Section 4. Compensatory time may be accumulated to a maximum of 20 hours.

Section 8. When the district is hiring for school sponsored events, the district shall offer the employment to bargaining unit employees first.

Section 9 Additional Work Days:

1. 1 work day (6 1/2 hours) for educational assistants before the start of school.
2. 4 hours additional for all other employees not normally scheduled before student contact

3. Up to 12 hours safety training time to be scheduled for bus drivers and mechanic throughout
4. Any employee assigned to Saturday School or after school student supervision shall be paid \$2.00 per hour above their base rate of pay for all hours worked in that capacity.
5. One (1) work day will be scheduled for all employees during the school year for staff development activities.

Section 10. The District will offer any additional custodial work hours to available bargaining unit employees on a seniority basis, when a substitute is hired and no overtime is occurred. The employee will be paid their current rate of pay.

ARTICLE VII

HOLIDAYS

Section 1. All full-time employees shall receive the following paid holidays:

New Year's Day	Easter Monday	Christmas Day
Memorial Day	Thanksgiving Day	Independence Day
Good Friday	Christmas Eve (1/2 Day)	Labor Day

Section 2. When a paid holiday falls on a Sunday, the following Monday shall be observed as a paid holiday. When any paid holiday falls on a Saturday, the proceeding Friday shall be observed as a paid holiday.

Section 3. When a holiday falls during any employees vacation, he/she will be granted pay for the said holiday. Such holiday shall not be counted as a vacation day.

Section 4. An employee who is called to work outside his/her scheduled shift on a paid holiday shall receive one and one-half (1 1/2) time the regular hourly pay in addition to his/her regular holiday pay.

ARTICLE VIII

VACATIONS

Section 1. All full-time employees shall receive vacations on the following schedule:

AFTER YEARS OF SERVICE	WORK DAYS OF VACATION
1	10
8	15
13	20
18	25

Section 2. In determining vacation schedules, the wishes of the employees shall be respected as to the time of taking vacation insofar as the needs of the service will permit, as determined by the Administration; it being understood that the rights of all senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees.

Section 3. Vacation time may be utilized in minimum increments of one half (.5) days.

Section 4. Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of illness or disability, upon notice to the employee's supervisor. Such notice shall be accompanied by a medical statement from a medical practitioner and shall be given to the supervisor as soon as possible after the illness or disability occurs.

ARTICLE IX

SICK LEAVE

Section 1. Term and full-time employees shall be entitled to sick leave granted at the rate of one (1) day per-month worked with accumulation to one hundred thirty (130) days. Rate of pay for sick leave shall be the rate of the schedule for which the employee is otherwise eligible.

Section 2. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is due to illness of the employee which prevented the employee's attendance at school and performance of duties on that day or days. One-half (1/2) of sick leave will be deducted from absences from school for two (2) to four (4) hours. Absence from school for more than four (4) hours will result in one (1) full day of sick leave deduction. Up to three (3) days sick leave may be used for the illness or injury of a spouse, parent, child, grandchild, grandparent or stepchild over 20 years of age after one (1) personal day has been used.

Section 3. Up to three (3) days of sick leave per year may be used in case of illness or injury in an employee's immediate family. Immediate family, for the purpose of this section, shall be limited to parent, spouse, grandchild, grandparent or dependent member of the employees household under 18 years of age or under 25 years of age and attending post- secondary education.

Section 4. An employee may use personal sick leave benefits provided by the District for absences due to an illness or injury of the employee's child 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. A child, for purposes of this Section, means an individual under 18 years of age or an individual under 20 years of age who is still attending secondary school.

Section 5. Written proof of illness or medical certification may be requested for an absence of three (3) or more consecutive days.

Section 6. An employee who is entitled to receive Worker's Compensation benefits shall continue to receive regular salary which shall be deducted from the employee's accumulated sick leave. The amount paid to the employee through Worker's Compensation shall be given to the School District and shall be credited to the employee's accumulated sick leave account. This provision shall terminate when the employee's accumulated sick leave is exhausted.

Section 7. Employees shall have online access to view their available accumulated sick leave.

Section 8. Sick leave shall be approved only upon submission of a signed sick leave card. Said sick leave is to be turned in to the employee's immediate supervisor within three (3) days after returning to work. If the card is not turned in within the allotted time, such leave shall not be granted. The time of absence shall be leave without pay.

Section 9. Sick leave is hereby defined to mean the absence of an employee due to his/her illness, and/or disability which results in absence.

Section 10. In the event an active employee receives sick leave payment from the District for an injury off the job, then is reimbursed by a third party for his/her time off the job as a result of such injury, said employee shall reimburse the District for such sick leave pay. The sick leave reimbursement shall be the amount paid by the District as sick leave resulting from that injury or the amount of reimbursement for lost pay received by the employee, whichever is smaller. Any sick leave paid by the District and subsequently reimbursed by the employee shall be reinstated to the employee's accrued sick leave record. The reinstatement would be net of attorney's fees.

Section 11. Employees of the District shall not be eligible for sick leave for any Worker's Compensation eligible illness or injury suffered by said employee while self-employed or working for an agent other than the School District.

Section 12. Employees shall receive \$200 per year if they have not used any sick leave or personal leave. Or employees shall receive \$100 per year if they have not used any sick leave or \$100 per year if they have not used any personal leave.

ARTICLE X

LEAVES OF ABSENCE

Section 1. All requests for a leave of absence shall be submitted in writing by the employee to the Superintendent. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 2. Paid Leave of Absence.

A. Bereavement Leave. A maximum of three (3) days of leave with pay shall be allowed to an employee when a death occurs in an employee's immediate family. Immediate family shall be defined as spouse, son, daughter, mother, father, sister, brother, grandparents, brother-in-law, sister-in-law, father-in-law, mother-in-law, step-child, grandchild, aunt, uncle or a dependent member of the employee's household. Additional days may be granted by the Superintendent. Such additional days will be deducted from sick leave. Employees shall be allowed to use one (1) day of sick leave upon request and approval of the Superintendent for others not listed in the definition of immediate family after all personal days have been used.

B. Jury Duty. An employee shall be granted leave with pay for service upon a jury. Employees shall turn over to the District all of the money received from serving on jury duty with the exception of mileage and/or meal money. The District shall pay the employee in full for the time missed. Notification of call for jury duty shall be provided to the Superintendent for submission to the Board of Education for action as paid leave.

C. Personal Leave. An employee who is eligible as per Article V shall be granted a leave of three (3) days per year. In addition, one day may be carried over from the previous year. These days are to be used for business situations which must be handled during school hours requiring the employee's personal attention. Personal days shall not be granted on work days which fall immediately before a holiday and generally not during the last two weeks of the school year. No more than three (3) employees within the bargaining unit may use personal days at any one time. Except in an emergency, personal days shall be requested in writing at least three (3) days in advance to the Superintendent and shall be taken upon approval. In an emergency, an individual may contact the Superintendent or, if unavailable, the employee's immediate supervisor or administrator for approval.

An unlimited number of employees may use personal leave for days that are rescheduled for emergency school closing.

Bus Drivers will be allowed to cash out their personal days that they can't use due to a lack of substitutes. The day would be paid at their current hourly rate of pay. This would consider the day as "used" and make the driver ineligible for Article IX, Section 12.

Section 3. Unpaid Leave of Absence.

A. Medical Leave. Leave of absence up to one year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. An employee shall retain all insurance benefits by paying the monthly premium in advance. The employee shall receive no step advance on the schedule for the year absent.

1. A doctor's statement of disability and inability to perform job functions shall be required prior to approval of a disability leave by the Board of Education. Further examination at District expense may be required in cases questioned by the Administration or Board of Education. In cases of disagreement between District medical representative and employee's doctor, a panel of three (3) medical doctors will be assembled by the District for the employee to select another evaluation at District expense. These three doctors will be unaffiliated or unconnected with each other in practice.

B. Child Care Leave. Such leaves of absence shall be granted upon request subject to the following provisions:

1. Child bearing-leave shall be allowed when an employee wishes the leave of absence to begin prior to the time that the employee becomes physically unable to continue working because of pregnancy.
2. Child rearing leave shall be allowed to all employees upon the acquisition of a child, either by birth, adoption, or foster care.
3. An employee shall have a right to a minimum total of six (6) months leave under paragraphs "a" and/or "b".
4. The School District and the employee by mutual agreement entered into prior to, during or after the leave of absence may extend the leave of absence provided for in this provision.
5. Following childbirth or other termination of pregnancy, an employee shall be reinstated to the same position and pay within two (2) weeks of written notice to the Superintendent signifying such intent, provided such notice is made within the six (6) month leave of absence period.
6. An employee may be required to provide verification for child care leave.
7. Written request for leave of absence must be given to the Superintendent at least two (2) months prior to the date leave is to commence, however this provision may be waived upon request and by permission of the Superintendent.
8. Nothing in this provision shall preclude the right of an employee to use the sick leave provisions of Article IX. The child bearing and/or child rearing leave shall begin after the medically completed disability leave due to the birth and recovery.

C. Long-Term Leave. An employee, upon written request, may be granted a leave of absence without pay for a maximum of twelve (12) months. Said leave must have approval of the School Board.

D. Union Leave. Any employee elected by the Union to represent such Union at International, State or District meetings, which require his/her absence for a reasonable period from duty, shall be granted the necessary time off to attend such meetings, without pay and without discrimination and without loss of seniority or any other rights granted by the employer.

E. Approved Leave of Absence. An employee on an approved leave of absence may retain all insurance benefits by paying the monthly premium in advance. Employees taking short term leave of absence shall have hospitalization deducted from pay for the number of days of leave (prorated by days employed). If an employee is on leave up to 12 weeks within the federal family and medical leave act parameters, the District will pay for the health insurance--only for up to 12 weeks for full time employees. An employee shall be allowed to substitute paid time off including sick leave, personal leave, or vacation for the purpose of FMLA up to a maximum of three (3) days per school year.

F. Leave Without Pay. The superintendent may approve leave without pay for up to three (3) days. This leave is intended for extraordinary circumstances. These requests are to be submitted ten (10) days in advance. The employees personal days and/or vacation days must be used prior to requests for the leave without pay through the superintendent.

Section 4. Reinstatement after Leave. Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in his/her former position or another comparable position and pay. Employees returning from a leave of an unspecified duration (eg. Disability Leave) shall notify the employer in writing at least six (6) weeks prior to their return. Exceptions can be made with the Approval of the Superintendent.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of the Agreement.

Section 2. Definitions.

A. A "grievance" is an action instituted under this article by an aggrieved employee of the Union in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.

B. The time limits specified herein may be waived or extended by mutual agreement between parties, and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or his/her designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

C. Days. The term "days" used in this grievance procedure shall refer to calendar days.

D. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

E. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the U.S. Postal Service within the time period.

Section 3. Time Limitations. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Employer, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance occurred.

Section 4. Procedure.

Step 1. The grievance shall be brought to the supervisor within the time limits specified under Section 3 above and discussed informally. If the grievance is not resolved through informal discussions, the supervisor shall give a written decision of the grievance to the parties involved within ten (10) days after receipt of the written grievance. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the article or articles of the Agreement alleged to have been violated, misapplied or misinterpreted, and the relief or action sought by the aggrieved employee.

Step 2. In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the Superintendent, provided such appeal is made within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a hearing date within then (10) days of the filing of the grievance with the Superintendent and the Union. A decision in writing by the Superintendent or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Union.

Step 3. In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the Board of Education, provided such appeal is made within ten (10) days after receipt of the decision in Step 2. The Board of Education shall hear the grievance at the earliest possible date, but no later than 30 days after the appeal to Step 3. A decision in writing by the Board of Education shall be rendered within ten (10) days of the hearing and communicated to the employee.

Step 4 Upon completion of Step 3 and prior to requesting arbitration, the Union and the School District by mutual consent may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within the (10) days following the decision in Step 2. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance within thirty (30) days, arbitration may commence as hereafter provided in Step 5.

Step 5. Arbitration. The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or his/her designee or, if no decision has been made within forty (40) days of the Step 1 hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statute, Section 179A.21, Subd. 2.

Upon receipt of such list and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first- strike to be determined by a flip of a coin unless the School District and the Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and articles of the Agreement on which his/her decision relies, shall include his/her conclusions and relief to be given, if any, and shall be final and binding on the Union and the School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibiting by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of the Agreement are unlawful. The Union and the School District may present any evidence or testimony or raise any issue relating to the grievance before the arbitrator, whether or not presented or raised at the prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and the Union shall share equally in the expenses and cost of the arbitration but each of them (the School District and the Union) shall pay the costs of their own witnesses, the presentation of their own evidence before the arbitrator and of any copies of a written transcript of the proceedings it shall request from the arbitrator and the cost of a verbatim report shall be borne by the party requesting the same. If both parties agree to the taking of a verbatim report or use the results of such a report, the cost of taking the verbatim report shall be shared equally. The arbitrator shall permit oral arguments, if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

Section 5. Miscellaneous Provisions.

A. The Union may file a group grievance on behalf of several employees of the bargaining unit if the act, event or default of the School District, School Board, its employees, agents or contractors, is alleged to have violated, misapplied, misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an article or articles of this Agreement. The grievance shall be filed in like manner and within the same time limits provided under Step 1 of this procedure. Likewise, the Superintendent of Schools or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under an article or articles of the Agreement and shall notify the Union and employees.

B. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Union shall waive their rights to any retroactive relief for any period during which the grievance has been filed within the time limits specified within this grievance procedure.

C. All hearings at Step 1 shall be held during non-working hours of the aggrieved employee or employees if possible, but in the event it is desired by the Superintendent or his/her designee to hold their hearing during working hours of the aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearings at Step 1 during working hours.

D. Representative Rights. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings, except that the Union shall be his/her designated representative in binding arbitration. The Union shall be notified, and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

Section 6. Election of Remedies and Waiver.

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

ARTICLE XII

DISCIPLINE AND DISCHARGE

Section 1. The School Board maintains the right to discipline and/or discharge any employee for just cause or any legitimate reason. An employee shall have the right to question or dispute such disciplinary actions in accordance with Article XI of this Agreement.

Section 2. 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;

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

Section 3. An employee may be suspended or discharged immediately, without progressive discipline as outlined above, for any of the following examples:

1. Misuse of school equipment
2. Insubordination
3. Failure to report to work without reason
4. Possession of, or being under the influence of, any alcoholic beverage or any type of dependency drugs during work hours.
5. Theft from the School District, students or other employees
6. Abusive action to minors.

Section 4. The salary of the employee may be suspended during the period of time in which the investigation or hearing for discharge or suspension occurs or during which time notice has been given. The employee's name shall not be removed from the payroll until such time as all grievance and arbitration provisions of this Agreement have been exhausted. If as a result of such process, an employee is exonerated and has suffered any loss of pay or benefits, said employee shall be reimbursed for such loss and shall have his/her record cleared of all reference to same.

ARTICLE XIII

PROBATIONARY PERIOD

Section 1. An employee expected to qualify as a unit member under provision of this Agreement shall serve an initial probationary period of ninety (90) working days of scheduled service in the School District, during which time the School District shall have the unqualified right to suspend without pay, otherwise discipline or discharge such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure set forth in Article XI except for grievances arising out of wages, fringes, or hours of work.

Section 2. Probationary Period - Change of Position. In addition to the initial probationary period, an employee who has been promoted shall serve a probationary period of ninety (90) working days in any such new position. During this probationary period if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to his/her former position. The employee, during this period shall be allowed to return to his/her former position if he/she chooses to do so. This provision shall not apply to any incumbent employee whose position is increased either in hours or number of weeks worked.

Section 3. Evaluation. Employees serving a probationary period as defined above in sections one (1) and two (2) shall receive from their supervisor a written performance evaluation no later than forty-five (45) working days into the probationary period. A final written evaluation shall be provided the employee by the employee's supervisor following the conclusion of the probationary period. All evaluations shall be specific to qualifications and duties as defined by job description.

ARTICLE XIV

SENIORITY

Section 1. Definition. Seniority shall be defined as an employee's length of service with the School District from first date of permanent employment as designated by the School District representative and approved by the School Board. Upon completion of the probationary period, the seniority date of the employee shall include the probationary period.

Section 2. Seniority List. An up to date seniority list shall be posted and furnished by the School District to the Union representative and the Union President within thirty (30) days following the ratification of this agreement by both parties and thereafter by the 30th of September of each year.

Section 3. Correction of Seniority List. Following the posting of the first seniority list any employee or the Union must 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 this Article

Section 5. Posting and Filling of Vacancies.

A. A promotion shall mean movement to a different job not within the same category or a job which involves a higher rate of pay.

B. Posting and Filling of Vacancies. The School District shall post a notice of open positions in the Bus Garage and in the Principal's Office. Employees shall be given five (5) working days to apply for said open position. Consideration will first be given to the rest of the unit and then to applicants from outside the unit. Qualifications, ability to perform the job and seniority shall be taken into consideration. Nothing in this clause shall restrict or limit the rights of either party as contained in Articles III or XI.

C. Section 6. Lay-offs. In the event of a lay-off, it is understood and agreed that the least senior

employee in the department shall be laid off first provided that temporary and probationary employees have been previously laid off. Employees to be laid off for an indefinite period will have at least two (2) calendar weeks notice. When the working force is increased after a lay-off, employees will be recalled according to seniority in the reverse order of layoffs. Notices of recall shall be sent to employees at their last known address by Registered or Certified mail. If the employee fails to report for work within ten (10) days from the date of mailing of the Notice of Recall, he/she will be considered as having resigned. Employees shall have the right to recall for a period of one (1) year from the layoff date.

ARTICLE XV

INSURANCE

Section 1. The selection of the insurance carrier shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Insurance Coverage: The School District shall contribute \$7,850 per year for 2019-2020 and \$8,000 per year for 2020-2021 towards insurance coverage for all employees employed by the School District who are enrolled in and qualify for as per Article V, in the School District Group Health and Hospitalization Plan. Any qualifying employee choosing to participate in a VEBA Insurance Plan shall have any remaining balance of the district contribution deposited into an HRA in their name. Any additional cost of the premium shall be borne by the individual and paid for by payroll deduction. **The District contribution for AFSCME employees will be the same as the district contribution for the MFT employees for this negotiation period.**

Section 3. Term Life Insurance. The School District shall contribute the total premium per month towards \$25,000 of individual term life insurance coverage for all eligible employees.

Subd. 1. An employee may elect to have term life insurance for spouse or children or dependent member of the household (if allowed by the carrier) at their own expense; \$10,000 for spouse, \$5,000 for child with the premium determined by the carrier and deducted for payment through payroll deduction.

Section 4. Dental Insurance. The School District shall contribute up to \$33.00 per month for individual coverage for all employees employed by the School District who are enrolled in and qualify for as per Article V, of the School District's Dental Plan. Any additional premium shall be made by payroll deduction from each employee enrolled.

Subd. 1. An individual may apply the dollar amount paid by the District for an individual policy toward a family dental plan as offered by the District. Any additional cost of the premium shall be borne by the individual and paid for by payroll deduction.

Section 5. Claims Against the School District. It is agreed 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 6. Duration of Insurance Contribution. An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the District. Upon termination, an employee may under C.O.B.R.A. independently continue coverage through arrangements with the Business Office with all premiums at their own expense. Upon early retirement, and if there is no pending disciplinary action based on school board policy, employees shall be eligible to remain in the group insurance program until medicare age; premium to be paid in full by the employee.

Employees with 10 years service with the District or more and at least 55 years of age or older and retiring early, the District shall pay 50% of the single premium. For employees with 15 years of service with the District, the District shall pay 75% of single premium. Employees with 20 years of service, with the District shall pay 100% of single premium. In the event that the teachers of this District are eligible for family coverage, the members of

Local 1691 shall also become eligible for family coverage upon early retirement. The District will contribute only the equivalent of single coverage as defined above.

Effective for new employees hired after January 1, 2002, the maximum contribution toward retirement insurance for employees with 10 years of service shall be \$1400, 15 years of service shall be \$2200 and 20 years of service or more, \$3,277.

Section 7. Eligibility. New employees hired shall have coverage made effective on the first of the month following the date of employment.

Section 8. Tax Sheltered Annuities. Employees may request to take part in a tax sheltered annuity program in accordance with School District policies relating to the same.

ARTICLE XVI

Section 1. 403(b) Match Participation
Criteria:

New employees shall be eligible for participation in the plan starting in their fifth (5th) year of employment with the District. Part time employees who work 20 - 30 hours shall have the District's portion of the match prorated to the amount of their employment. The School District will match the employee contribution up to the maximum qualifying amount.

<u>McGregor</u> <u>Yrs. Service</u>	<u>Match</u>
1	\$
2	\$
3	\$
4	\$
5	\$ 330.00
6	\$ 330.00
7	\$ 330.00
8	\$ 330.00
9	\$ 330.00
10	\$ 480.00
11	\$ 480.00
12	\$ 480.00
13	\$ 480.00
14	\$ 480.00
15	\$ 805.00
16	\$ 805.00
17	\$ 805.00
18	\$ 805.00
19	\$ 805.00
20	\$ 1,080
21	\$ 1,080
22	\$ 1,080
23	\$ 1,080
24	\$ 1,080
25	\$ 1,080
26	\$ 1,080
27	\$ 1,080
28	\$ 1,080
29	\$ 1,080
30	\$ 1,080
31	\$ 1,080
32 and over	\$ 1,080

Subd. 1: Eligible employees shall work with the 403(b) carrier to determine their annual eligibility amount. The district shall not be responsible for determining eligibility.

Section 2. Matching Retirement Benefit Compensation

Subd. 1: The 403(b) plan will totally replace the existing severance plan after the 2010-2011 school year. All new employees and those retiring after June 30th, 2011 shall participate in the District's 403(b) matching plan. New employees may participate upon qualifying. Employees who elect not to participate in the plan will not be eligible for any District retirement compensation. Individual retirement benefits will be reviewed for any employee upon request.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Representatives of the American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices. The representative must sign in at the office of the building, which he/she is in and is not to interfere with the employee during scheduled working hours.

Section 2. The employer agrees to permit the negotiating committee of not more than five (5) people to appear at all negotiating meetings with the Employer without pay.

Section 3. Employees authorized to use their personal car on school district business, with prior approval and if a school vehicle is not available, will be compensated at the authorized District rate.

Section 4. Prior to employment by the School District, new employees may be required to submit a recent physical examination report to the District indicating that they are physically able to perform the duties required by the District. When required by the District, physicals will be submitted to employee insurance coverage, with the remainder paid by the District.

Section 5. Upon receipt of a purchase order, the District will provide up to one hundred dollars (\$100) annually toward the cost of uniforms or footwear to be purchased by the District for each cook, custodian and bus mechanic.

Section 6. The School District requires that all Bus Drivers shall have a working telephone at their home at all times when employed by the School District as a Bus Driver.

Section 7. If school is closed because of inclement weather and certified staff are paid, employees covered by this contract shall also be paid

Section 8. Summer lay-off personnel will be mailed their new assignments by letter no later than August 14th.

Section 9. The District will make its best effort to rotate playground duties.

Section 10. Compensation of \$300 per month will be given a member of the bargaining unit for calling substitutes. Such assignment, if given, must be on a voluntary basis.

Section 11. All educational assistants will be recalled at a minimum of 6.5 hours and there shall be no requirement to post educational assistant jobs for assistants already recalled.

Section 12. New employees will pay the cost of the background check.

Section 13. In lieu of a benefits, employees who work 14-20 hours per week excluding bus drivers, will receive an additional 1% on wages.

Section 14. Extra-Curricular Trips and Training Hours. \$15.00 per hour
Bus drivers driving a regular route that the total driving time is 1 1/2 hours or less shall not be eligible for any fringe benefits.

Regular student transportation routes not requiring bus driver certification (ie. van route) pay will be equivalent to the substitute bus driver rate of pay. This is not to include routes such as students placed in alternate settings in other school districts such as Cloquet level 4 SPED program.

The actual driving time shall be kept by the Bus Drivers and turned into the Transportation Supervisor by the 1st and 16th of each month. The time logged shall be from the time the Bus Driver leaves home in the morning until 8:30 a.m. and the same amount of hours plus an additional 15 minutes waiting time in the afternoon. These times may be changed in the event the time of the beginning and/or end of school is changed. Drivers

will notify the payroll clerk of any route change so adjustments in pay can be made on a timely basis.

Bus Drivers who submit a voucher prior to April 15th shall receive reimbursement for electricity for use of heaters of \$100.00 each year.

All Bus Drivers are required to attend an in-service workshop as scheduled by the Transportation Supervisor. The District will notify all Bus Drivers two (2) weeks in advance of any workshop. Bus Drivers will be paid \$15.00 per hour from the beginning of the workshop to the end of the workshop. (Travel time will not be paid by the District.)

The District will provide three (3) vehicles to be used for the Bus Drivers car pooling long distances from the Bus Garage.

A sign-up sheet for extra-curricular bus trips shall be provided.

Section 15. If the majority of the hours of an employee's work are scheduled after 3:00 pm, the employee shall receive a 50 cents shift differential per hour.

Section 16. All employees upon request shall receive a written copy of their current job description.

ARTICLE XVIII

RATES OF PAY

Section 1. The wages and salaries reflected in Appendix A attached hereto shall be part of this Agreement.

Section 2. Placement on Salary Schedule: Changes to placement on the salary schedule will only be made at the beginning of each school year. Employees will advance on the steps after completion of the 2nd, 4th, 6th, 10th, 14th, 19th, or 24th year of employment. Employees hired prior to January 1st will advance to their 2nd year of employment at the beginning of the next school year. Employees hired after January 1st will remain in this 1st year of employment the following school year.

Section 3. Newly created positions, which appropriately belong in the Non-Certified Union, shall be assigned a salary range through written agreement between the School District and the Union. In the event no agreement can be reached in a meet and confer session regarding the salary or salary range for the new position, the School District may unilaterally set the salary and define the length of the work year.

The Union may appeal such a decision under the grievance procedure of the Agreement.

Section 4. Career Increment. Following completion of an employee's fifteenth (15th) year, the employee shall receive four hundred dollars (\$400) annually; after twenty (20) years shall receive eight hundred dollars (\$800) and after twenty-five (25) years shall receive one thousand two hundred dollars (\$1200). The amount of the career increment will be prorated for employees hired after July 1, 2003.

This payment shall be made by a separate check on the last special payroll of the current increment year. The career increment pay shall be prorated to the number of months that employees work in the current fiscal year.

Section 5. Employees shall be paid semi-monthly for the period employed. Employees so requesting may have their salary calculated and paid on a twelve month basis, including bus drivers.

ARTICLE XIX

NO STRIKE CLAUSE

The American Federation of State, County and Municipal Employees-Council #65, Local 1691, and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of the Agreement.

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, 2019 through June 30, 2021 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than sixty (60) days prior to the end of the contract.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements.

Section 3. Validity or Conformity to Law Clause. If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination laws, then such provision should not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Union shall meet to negotiate an amended clause to replace any invalid provisions.

Section 4. Savings Clause. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

ARTICLE XXI

APPEALS COMMITTEE

A balanced committee of Union members and School District Personnel shall be formed to act as an Appeals Committee for comparable worth. The committee shall listen to any appeal and make a joint recommendation to the Board which shall have final say on any adjustments.

The committee may also be utilized in a labor/management format to meet and confer on issues which may arise during the term of this Agreement.

JOB RANKS

<u>RANK</u>	<u>JOB TITLE</u>
19	Superintendent
18	-----
17	-----
16	Principal
15	-----
14	Business Manager
13	-----
12	Transportation Supervisor
11	Teacher, Counselor
10	-----
09	Food Service Supervisor Cultural Language Journeyman (Mechanic)
08	Building Supervisor
07	MARSS/Due Process Coordinator
06	Payroll Head Cook
05	K-12 Secretary/Activity Fund Treasurer Accounts Payable/Receptionist Attendance/Food Service Clerk Lead Custodian, Bookkeeper
04	-----
03	Library Clerk Elementary/Secondary Educational Assistant Custodian Cooks Assistant Substitute Custodian
02	Cafeteria Helper Housekeeping/Grounds Keeper Custodian Copy Clerk
Separate Class	Bus Drivers, Non-Certified Preschool Teacher

NOTE: Jobs assigned to the same rank are considered comparable in required skill, effort, responsibility, and working conditions.

2019-2020 Salary Schedule

		CLASS								
# Years		1	2	3	4	5	6	7	8	9
Step 1	0-2	21.05	15.44	15.72	15.99	16.53	17.08	17.62	18.23	18.99
Step 2	3-4	21.60	15.99	16.26	16.53	17.08	17.62	18.17	18.79	19.54
Step 3	5-6	22.69	17.08	17.36	17.62	18.17	18.71	19.26	19.88	20.63
Step 4	7-10	23.23	17.62	17.90	18.17	18.71	19.26	19.82	20.42	21.17
Step 5	11-14	23.27	17.90	18.17	18.45	18.99	19.54	20.08	20.69	21.45
Step 6	15-19	23.37	18.00	18.27	18.55	19.09	19.64	20.18	20.79	21.55
Step 7	20-24	23.52	18.15	18.42	18.70	19.24	19.79	20.33	20.94	21.70
Beyond	25+	23.72	18.35	18.62	18.90	19.44	19.99	20.53	21.14	21.90

2020-2021 Salary Schedule

		CLASS								
# Years		1	2	3	4	5	6	7	8	9
Step 1	0-2	21.55	15.94	16.22	16.49	17.03	17.58	18.12	18.73	19.49
Step 2	3-4	22.10	16.49	16.76	17.03	17.58	18.12	18.67	19.29	20.04
Step 3	5-6	23.19	17.58	17.86	18.12	18.67	19.21	19.76	20.38	21.13
Step 4	7-10	23.73	18.12	18.40	18.67	19.21	19.76	20.32	20.92	21.67
Step 5	11-14	23.77	18.40	18.67	18.95	19.49	20.04	20.58	21.19	21.95
Step 6	15-19	23.87	18.50	18.77	19.05	19.59	20.14	20.68	21.29	22.05
Step 7	20-24	24.02	18.65	18.92	19.20	19.74	20.29	20.83	21.44	22.20
Beyond	25+	24.22	18.85	19.12	19.40	19.94	20.49	21.03	21.64	22.40

IN WITNESS THEREOF, the parties hereto have set their hands and seals on the date stated below.

INDEPENDENT SCHOOL DISTRICT NO. 4 LOCAL 1691, AFSCME, MCGREGOR, MINNESOTA

Date: 1-21-2020

Date: 1-14-2020

By: *Lawrence J. Jiten*
Board Chairman

By: *Cheryl R. Lorenson*
AFSCME President

By: *[Signature]*
Board Clerk

By: *Ronda J. Viokandt*
AFSCME Representative