

**AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT 2860  
BLUE EARTH, MINNESOTA**

**and**

**MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

**COVERING THE**

**MAINTENANCE  
FOOD SERVICE  
TEACHER ASSOCIATES  
CLERICAL/SECRETARIAL  
LITTLE GIANTS ASSOCIATES  
EMPLOYEES**

**effective through June 30, 2020**

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## AGREEMENT

### ARTICLE I PURPOSE

Section 1. Parties. THIS AGREEMENT is entered into between Independent School District No. 2860, Blue Earth, Minnesota, (hereinafter referred to as the School District), and the Minnesota Council 65, American Federation of State, County and Municipal Employees, (hereinafter referred to as the Union), 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 the duration of this Agreement and to establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of provisions set forth in this Agreement.

### ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: The School District recognizes the Union as the exclusive representative for a unit of Blue Earth Area School employees composed as follows:

All maintenance, food service, teacher associates, and clerical/secretarial employees of Independent School District No. 2860, Blue Earth, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding supervisory, confidential and all other employees. (Bureau of Mediation Services Case No. 94-PCE-1 180; March 11, 1994).

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

### ARTICLE III DEFINITIONS

Section 1. Employee: The term "Employee" shall mean a member of the exclusive recognized bargaining unit defined in this Agreement.

Section 2. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative of Independent School District No. 2860, Blue Earth, Minnesota.

Section 3. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions 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 the P.E.L.R.A.

Section 4. Description of Appropriate Unit: For purposes of this Agreement, the term maintenance, food service, teacher associates, and clerical/secretarial 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 employees 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 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 6. Union: The term "Union" shall mean American Federation of State, County and Municipal Employees, Minnesota Council 65, AFL-CIO.

#### ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Union recognizes that the school board is not required to meet and negotiate 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 Union recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Law Rules and Regulations: The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The Union also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this 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. 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 Join: Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

Section 2. Request for Dues Check Off: The Union 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 that the employee has agreed to pay to the employee organization in equal monthly installments. Upon hire of new employees the School shall make every attempt to notify the Union of the new hire's name, position, hours, and hourly wage.

Section 3. Fair Share Fee: In accordance with P.E.L.R.A., any employee included in the appropriate unit who is not a member of the Union may be required by the Union to contribute

a fair share fee for services rendered as Union. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed 85 percent of the regular membership dues. The Union shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the school district, and the Union within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the Union. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the Union thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

The Union hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Union as provided herein.

Section 4. Union Stewards: The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the School District, in writing, of such choice and designation of successors to former stewards. The Union shall also certify to the School District a complete and current list of its officers and representative(s).

Section 5. Bulletin Boards: The School District agrees to allow the Union the use of designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs. The Union agrees to limit the posting of such notices to the bulletin board space designated by the School District.

Section 6. Grievance Investigation: The aggrieved employee and the Local Union representative shall be allowed a reasonable amount of time with pay when a grievance is investigated or presented to the Employer during normal working hours.

Section 7. Personnel Files: Any subject matter submitted by the Employer to an employee's personnel file shall be served upon the employee in writing. All employees shall have the right to inspect their personnel files in the presence of the Employer. The employee shall have the right to reproduce any of the contents of the file at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.

ARTICLE VI  
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2018 through June 30, 2020. Schedule A for 2018-2019 shall reflect a \$.00 per cell wage increase over the 2017-2018 schedule and for 2019-2020 a \$.00 per cell increase over the 2018-2019 schedule. The top cell in each comp worth rating will increase \$.40 for 2018-2019 and \$.80 for 2019-2020.

Subd. 2. 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. 3. An individual employee's salary advancement is subject to the right of the school district to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 2. Schedule Placement Advancement: One step will be awarded for the 2018-2019 school year and two steps for the 2019-2020 school year.

Section 3. New Employee: A new employee shall be placed on the salary schedule as agreed between the employer and the employee. New employees hired on or prior to January 1 of a given year shall be eligible for step advancement during the term of this agreement at the subsequent July 1. New employees hired after January 1 of a given year shall be eligible for schedule improvement, if any, but shall not advance a step on the subsequent July 1.

Section 4. Overtime: Overtime of time and one-half will be paid on all working hours exceeding 40 hours in one week. Vacation days, holidays, or sick days will be included in the 40 hour count.

Section 5. Mandatory Change in Pay Grade: An employee moving from higher to lower pay grade shall be placed on the new pay grade at their same pay as received on higher pay grade. Should the employee moving from higher to lower pay grade be above the salary schedule the employee's pay will be frozen at the pay received on higher pay grade until the salary schedule catches up and allows for step movement. An employee moving from lower to higher pay grade shall be placed on the new pay grade at the same wage occupied on the lower pay grade and shall then move one step higher on the new pay grade. The District and employee may agree to a higher placement on the new pay grade.

Section 6. In the event a settlement has not been reached prior to June 30, 2018, and every two years thereafter, employees will be paid their then current salary until a new agreement is signed. Retroactive pay will be made in one check after settlement has been reached.

Section 7. Work performed at private banquets held at the school outside the normal work day shall be on a voluntary basis. The Employer shall first seek volunteers from the cook/cook-helpers classification. In the event a sufficient number of volunteers are not available in the cook/cook-helper classifications to adequately serve the banquet, the Employer may seek volunteers from the remaining members of the bargaining unit. Employees working banquets shall be paid an additional \$3.00 above their normal hourly wage.

Section 8. Custodians who have a boiler license shall be paid the cost of the annual renewal of such license. Custodians who have a Second Class Boilers License shall receive a fifty cents (\$0.50) an hour wage differential, First Class Boilers License shall receive a seventy-five cents (\$0.75) an hour wage differential, and Chiefs shall receive a dollar (\$1.00) an hour wage differential for all hours worked.

Section 9. Employees performing duties out of class for 50% of the normal work week shall be paid at the rate of the higher class, at their current step.

Section 10. A shift differential of .40 per hour shall be paid for all employees for a shift which commences at 2 p.m. or later. It is agreed that the following positions are the only positions that would fall under the shift differential language: night time custodians at Blue Earth Area High School site and the K-8 Blue Earth site. The shift differential wage will not prevail during summer months and/or during school breaks when the above mentioned employees are working daytime shifts.

Section 11. Custodians assigned by the District to HVAC duties shall receive a fifty cent (\$.50) per hour wage differential. Custodians designated by the District as a Registered Unlicensed Electrician shall receive a fifty cents (\$.50) per hour wage differential.

Section 12. Call Back: An employee called back to work by the Superintendent and/or their immediate supervisor, or as a result of an alarm being set off, shall be paid no less than two hours at their appropriate rate. An employee on call for Memorial Day shall receive a minimum of four hours of pay at their appropriate rate.

Section 13. When working one on one with a child with personal care needs, teacher associates shall receive a dollar (\$1.00) per hour wage differential for the hours as predetermined by the Blue Earth Area School District. The basis for making such a determination is based on personal health care needs such as toileting, feeding, assistance with changing of clothes, and/or a student who potentially could be a physical threat. The School District has determined that two hours per day will be allotted for any student who needs toileting. If associates split duty with said student, then each associate will receive one hour a day at a rate of \$1.00 per hour above their normal rate. This will need to be indicated on a separate associate's time sheet. Each year the school district will inform the union of which associates they have determined meet this criteria and it will be solely at the discretion of the school district to determine which associates qualify.

Section 14. Longevity Pay: Any individual who has worked more than 15 years and less than 21 years for the Blue Earth Area School District will receive \$600 prorated by the number of months that they work for the District. Any individual who has worked more than 20 years for the District will receive \$800 prorated by the number of months that they work for the District.

## 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 - Single Coverage: The school district shall contribute a sum of not to exceed \$1,850 per contract year (\$154.17 per month) toward the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan as provided herein. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees employed at Little Giant's who work a minimum of 1000

hours are eligible for School District contribution toward single insurance on a pro rata basis.

An employee presently employed as of 6/30/94 and enrolled in the group insurance plan shall only be eligible for School District contribution towards single coverage health and hospital insurance, up to the amount of \$6,912 per year.

Section 3. Health and Hospitalization Insurance – Family Coverage: The school district shall contribute a sum not to exceed \$2,350 per contract year (\$195.83 per month) toward the premium for family coverage for each eligible employee, hired by the school district after 6/30/1994, who qualifies for and is enrolled in the school district group health and hospitalization plan as provided herein. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Health and Hospitalization Insurance Coverage Eligibility:

Subd. 1. Full contributions as provided in Sections 2 and 3 of this article are designed for full time personnel described as those employees working 2,080 hours per year.

Subd. 2. Single Coverage:

A. To be eligible for participation in and full school district contribution towards single coverage as provided in Section 2 hereof, an employee must be employed a minimum of 2,080 hours per year.

B. Those employees working less than 2,080 hours per contract year, but more than 1,000 hours shall be eligible for School District contribution towards single coverage in an amount proportionate to that of a full time (2,080 hours) employee; i.e., an employee working 1,560 hours per year would be eligible for 75% of the School District contribution; an employee working 1,800 hours per year would be eligible for 87% of the School District contribution.

C. Employees working less than 1,000 hours per contract year are not eligible for School District contribution towards single coverage.

Subd. 3. Family Coverage:

A. To be eligible for participation in and full school district contribution towards family coverage as provided in Section 3 hereof, an employee must be employed a minimum of 2,080 hours per year.

B. Those employees working less than 2,080 hours per contract year, but more than 1,560 hours shall be eligible for School District contribution towards family coverage in an amount proportionate to that a full time (2,080 hours) employee; i.e., an employee working 1,560 hours per year would be eligible for 75% of the School District contribution; an employee working 1,800 hours per year would be eligible for 87% of the School District contribution.

C. Employees working less than 1,560 hours per contract year are not eligible for School District contribution towards family coverage.

D. The parties agree, however, that with the "Little Giants Preschool/Daycare" program and funding limitations, employees of such program shall not be eligible for School District contribution toward family insurance as outlined in this subdivision.



Subd. 4. Temporary and substitute employees are not eligible for participation in School District insurance programs or School District contribution.

Subd. 5. Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the District.

Section 5. Long-Term Disability: The School District shall provide long-term disability insurance coverage pursuant to the School District group plan for those employees employed on a regular basis not less than 1,560 hours per contract year.

Section 6. 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 7. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this Article as long as the employee is employed and on paid status by the school district. Upon termination of employment, all district contribution shall cease.

Section 8. If the retiree dies, and the retiree and his/her spouse are at that time covered under the group health plan, then the surviving spouse shall be allowed to continue as a member of the group health plan, provided that the survivor would submit his/her own contributions to keep the plan in force.

## ARTICLE VIII LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. A regular employee shall earn sick leave at the rate of one (1) day for each month of service in the employ of the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Unused sick leave days may accumulate to a maximum of 120 days. Employees with present accumulation will retain such accumulation. Accumulation of sick leave days for employees without accumulation shall commence July 1, 1994.

Subd. 3. A part-time employee (less than 8 hours per day) shall earn sick leave at a rate proportionate to their work day; i.e., a 9-month employee at 6.5 hours per day would accrue 58.5 hours of sick leave per annum (9 x 6.5 hours).

Subd. 4. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performances of duties on that day or days. Pursuant to MS. 181.9413, an employee who performs services for at least 12 consecutive months preceding the request, and for an average number of hours per week equal to one-half the full-time equivalent position in the employee's job classification as defined by the district's personnel policies or practices or pursuant to the provisions of this collective bargaining agreement during those 12 months, may use sick leave for absences due to an illness of the employee's actual or adoptive child for such reasonable periods as the employee's attendance may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own absence.

Subd. 5. 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.

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

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

Subd. 8. 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.

Section 2. Worker's Compensation: Pursuant to M.S.. 176, an employee injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave during the waiting period before the commencement of worker's compensation. Thereafter an employee can elect to use accrued sick leave to supplement the difference between Workers Compensation and his/her normal pay.

Section 3. Bereavement Leave: An eligible employee may be granted up to five (5) days for non-accumulative leave annually which may be used for serious illness or death in the immediate family. Three (3) of the five (5) days may be used for extended family or special friend. These days shall be deducted from accumulated sick leave. In the event of a second or any additional death or serious illness in the immediate family, additional leave will be granted not to exceed five (5) full days per death. Any additional days will be taken at full deduction in pay.

Immediate family shall be defined as parents, children and their spouses, parents-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and grandparents-in-law, and grandchildren.

The length of the leave and the dates of use for this leave will be made known in writing to the Superintendent as soon as possible.

Part-time employees are also eligible for bereavement leave.

A one-day leave to serve as a pall-bearer will be granted at the discretion of the Superintendent. This shall be deducted from accrued sick leave days.

A leave of up to one day will be granted at the discretion of the Superintendent to attend the funeral of a friend or relative not otherwise included by this Section. This shall be deducted from accrued sick leave days.

Section 4. Sick Leave: Care of Relatives:

Subd. 1. Pursuant to 2013 Minnesota Statute 181.9413 SICK LEAVE BENEFITS: CARE OF RELATIVES, an employee may use sick leave for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, grandparent, or step-parent on the same terms upon which the employee is able to use sick leave for the employee's own illness or injury.

Subd. 2. For purposes of this section, sick leave benefits means time accrued by and available to the employee.

Subd. 3. The School District may limit the use of sick leave used under this section to no less than 160 hours in any 12-month period.

Section 5. 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 become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to twelve (12) months. This leave may be granted or renewed at the discretion of the School Board, upon recommendation of the Superintendent.

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 6. Family and Medical Leave:

Subd. 1. Pursuant to the family and medical leave act, P.L. 103-3, 1993, an eligible employee shall be granted, upon request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with

- (1) The birth and first year care of a child;
- (2) The adoption or foster placement of a child;
- (3) The serious health condition of an employee's spouse, child, or parent, and
- (4) The employee's own serious health condition.

Subd. 2. During such a leave, eligible employees shall be eligible for regular school district insurance contributions as provided in this agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this agreement.

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

Subd. 4. The employee may elect, or the School District may require the employee to utilize paid sick leave for leave otherwise provided under this Section. Should an employee exhaust all accrued sick leave, the employee may elect or the School District may require the employee to then utilize personal leave and lastly accrued vacation leave. However, nothing herein, nor any other provision of this agreement, shall require the School District to combine leaves for a period of time that exceeds 12 weeks.

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

Section 7. General Leave After three years of employment with the School District, up to twelve (12) months of unpaid leave may be granted for child care, job related schooling or other reasons deemed appropriate by the School District. The granting of this leave is at the sole discretion of the School Board, upon recommendation of the Superintendent.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance, except as otherwise provided in Section 5, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 1, Sick Leave, or supplemented by sick leave pursuant to Section 2, Worker's Compensation hereof, the School District will continue

insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 9. Credit. An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 10. Eligibility: Leave benefits as provided in this Article shall apply only to regular employees. Part-time employees who are employed an average of at least 14 hours per week and 150 days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of 14 hours per week or less than 150 days in a school year shall not be eligible for any benefits pursuant to this Article.

Section 11. Personal Leave Day: An employee working less than 1560 hours per contract year shall be allowed to use two (2) paid personal leave days. Such usage shall be deducted from accumulated sick leave. Any days not used shall be applied to their accumulated sick leave. A personal day should be used rather than electing to take a non-paid day. After five (5) years of service employees will be allowed to use one additional personal day (3 days annually).

Section 12. Jury Duty: An employee who serves on jury duty shall have the option to take the days stipulated by the Court without any salary deduction provided the per diem compensation received for jury duty service be remitted to the School District. The employee shall retain any mileage reimbursement paid by the Court. If an employee works the night shift and has jury duty during the day, he/she does not have to report to work.

Section 13. Union Leave: Leave days may be requested by officers, agents or members of AFSCME Local 3953. The time off may be with pay or without pay, at the discretion of the Superintendent. Those requesting the leave agree to notify the Superintendent in writing no less than seven (7) calendar days prior to the date of the leave. In the event contract negotiations, contract mediation sessions occur during normal working hours, a maximum of four (4) Union members may attend without loss of pay. A reasonable amount of time will be granted with pay for a Union officer and the affected Union member(s) to conduct Union business during normal working hours, upon approval of the Superintendent.

Section 14. Health Care Savings Plan: Employees shall contribute one hour per month of their earned wages to the Minnesota Health Care Savings Plan.

## ARTICLE IX HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week exclusive of lunch, shall be prescribed by the school district each year for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the school district each year for regular employees.

Section 3. Part-time Employees: The school district reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the school district. Split shifts will not be assigned without the agreement of the employee.

Section 5. School Closing: In the event the District has an early release or late start due

to an emergency, employees shall receive compensation for hours in which they did not work, up to a maximum of two days per contract year. Day custodians and cooks who are required to work during the hours the school is not in operation due to emergency late start shall receive double time for the hours worked. If school is cancelled prior to the start of the school day, there will be no compensation.

Section 6. Notice of Assignment: All twelve-month employees will be notified of their assignment, in writing, for the next school year, including duty year, duty day and hours of assignment, as soon as practicable prior to the commencement of the new school year.

Section 7. Workshops: Time assigned to training which is required or authorized by the employer will be compensated for in accordance with the wage schedule, Article VI Rates of Pay, Section 4, overtime where applicable in prevailing law. Time required for transportation to attend such training programs shall be compensated for as required by prevailing law. The District shall provide the cost of required workshops and conferences of employees covered by this bargaining agreement. These costs could include registration, transportation, meals, parking, and lodging. Employees shall be paid their normal rate of pay up to eight hours. Employees will make arrangements with their supervisor and get approval from the Superintendent prior to all trips, and receipts must be provided in order to receive appropriate reimbursement. Requests for reimbursement of expenses for non-required workshops and conferences must be made in advance. Registration and transportation may be provided.

#### ARTICLE X HOLIDAYS

Section 1. Paid Holidays: Employees regularly employed at least 1,560 hours per contract year shall be granted the following six paid holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day

Section 2. Additional Holiday: Full time employees employed at least 2,080 hours per contract year will also receive July 4<sup>th</sup> as a holiday.

Section 3. Weekends: Holidays that fall on weekends will be observed on a day established by the school district.

Section 4. School in Session: The school district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 5. Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions. An individual working on a holiday has the option of being paid time and a half or taking the equal amount of time off. This paid comp time should be taken within six months of the date on which it was earned. (Example: 3 hours worked would equal 4 ½ hours off.)

Section 6. Eligibility: The holiday benefits as provided in this Article shall not apply to employees employed less than 1,560 hours per contract year, nor shall those employees working in the "Little Giants Preschool/Daycare" program be eligible for holidays as outlined in this Article.

ARTICLE XI  
VACATIONS

Section 1. Eligibility:

Subd. 1: Full vacation benefits as provided in this Article shall apply only to regularly employed full time 12-month employees (2,080 hours per contract year).

Subd. 2: Notwithstanding the provisions of Subdivision 1 herein, such vacation benefits shall also apply to any employees employed as of the date of execution of this agreement, who are currently receiving such benefits, and who are working less than 2,080 hours but at least 1,560 hours per contract year. Such vacation benefits will be allocated on a proportionate basis to that of a full time, 12-month employee (2,080 hours); i.e., a 1,560 hour employee would accrue  $\frac{3}{4}$ ths of the full-time allocation. Employees hired after May 25, 1995 who work less than 2080 hours but at least 1560 hours per contract year will be limited to 15 days of earned vacation per year.

Subd. 3: The parties agree that in recognition of the unique nature of the "Little Giants Preschool/Daycare" program and funding limitations, employees of such program shall not be eligible for vacation benefits as provided in this Article.

Subd. 4: An employee employed as of 6/30/94 shall be eligible for vacation as provided herein, or in the amount the employee was receiving as of 6/30/94, whichever is greater.

Section 2. Earned Vacations: Eligible employees under these provisions shall accrue vacation as follows:

Years 1-5	10 days	Year 21	21 days
Year 6	12 days	Year 22	22 days
Year 7	14 days	Year 23	23 days
Year 8	16 days	Year 24	24 days
Year 9	18 days	Year 25	25 days
Year 10	20 days		

Section 3. Employees employed 2,080 hours per contract year will be allowed one additional vacation day, commencing after the first year of employment, which may be used during scheduled student breaks from school, September through May. This additional vacation day is not accumulative and may only be used during the time specified herein.

Section 4. Ten days of vacation will be granted to Little Giant's employees who work more than 1560 hours in a year. After ten (10) years of service employees who work more than 1560 hours in a year will be granted fifteen (15) days of vacation.

Section 5. Application:

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 and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the pro rata pay for unused vacation time provided such employee provides the school district with at least two (2) weeks' advance notice of the resignation time.

Subd. 3. Vacation days accrued for the current year may be used at any time during the contract year as approved by the Supervisor. Carryover vacation days accrued as of July 1 of any year must be taken during the summer months (July or August) or during the following Christmas/New Year's break. Only for emergency or special purposes will vacation days be carried over from the previous year beyond that time period. Requests to carry over days must be made in writing, approved by the supervisor, and filed in the Superintendent's office.

Subd. 4. The scheduling of all vacation time is subject to approval of the School District.

## ARTICLE XII DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of nine (9) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period: Change of Classification: In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a trial period of three (3) calendar months in any such new classification. During this three (3) month trial period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, the seniority ranking for such employees shall be determined by the school district.

## ARTICLE XIII VACANCIES AND TRANSFERS

Section 1. Assignment and Transfer: The School District reserves the prerogative to rotate and assign employees based upon the needs of the School District.

Section 2. Posting of Vacancies: All permanent vacancies in full-time or part-time positions will be posted internally for a ten (10) day period. A permanent vacancy is defined as one anticipated to last not less than one school year. A temporary vacancy is defined as one anticipated to last less than one school year. A position may be filled temporarily pending completion of posting and application procedures.

Section 3. Bulletin Board: Job openings will be posted on a bulletin board located at each of the work sites in the work areas.

Section 4. Application for Vacancies: All employees under this Agreement may submit application in writing for any vacancy which is posted pursuant to this Article.

Section 5. Filling of Vacancies: The School District shall select the best qualified candidate in filling vacancies as determined by the School District. In making its determination, the School District shall consider the employee's qualifications and skills for the position as well as the length of service with the School District along with other relevant factors. Employees posting for a lesser grade position, who are selected for the lesser position, will be paid within the grade of the lesser position at the same step of the previous position.

Section 6. Outside Applicants: The School District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed skills and qualifications as determined at the sole discretion of the School District.

Section 7. Administrative Transfers: The School District reserves the right to transfer personnel as conditions may require. Seniority and posting shall be considered in an administrative transfer involving two permanent employees.

Section 8. Grievances: A grievance may be filed by an employee adversely affected by a School Board determination pursuant to this Article.

#### ARTICLE XIV LAY OFFS, RECALL SENIORITY

Section 1. Seniority: For the purpose of this Article, all employees shall have seniority commensurate with their first date of employment involving continuous service in the School District. In the event more than one employee commenced work on the same date, the senior employee will be designated by the School District.

Section 2. Order of Layoff: Employees shall be laid off within classification in inverse order of seniority (last hired, first laid off), provided the remaining employees have the necessary skills and qualifications to perform the duties as determined by the School District.

Section 3. Order of Recall: Employees will be recalled in inverse order in which laid off within classification (last laid off, first recalled), provided such recalled employee has the necessary skills and qualifications to perform the duties as determined by the School District.

Section 4. Termination of Seniority: Seniority rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after six (6) consecutive months of lay off.

Section 5. Seniority List: The School District will publish a seniority list by classification and/or position and post it at all work locations, at least once annually on January 1, with a copy to the Union. Any employee challenging their seniority date may file a grievance within the time periods as provided within the grievance procedure, Article XV. The seniority date as published by the School District shall be deemed final and conclusive unless the employee files and processes a timely grievance after publication of the seniority list.

Section 6. Bumping Rights: In the event of layoff, an employee in a higher classification may bump the most junior employee in a lower classification, provided the employee has the necessary skills and qualifications to perform the duties as determined by the School District. However, a lower classification employee may not exercise bumping rights into a higher classification. An employee who bumps into a lower classification shall be placed on the new pay grade at their same pay as received on the higher pay grade. Should the employee moving from higher to lower pay grade be above the salary schedule the employee's pay will be frozen at the pay received on the higher pay grade until the salary schedule catches up and allows for step movement. The employee shall continue to receive general wage adjustments.

Section 7. Grievances: A grievance may be filed by an employee adversely affected by a



School Board determination pursuant to this Article.

Section 8. Layoffs, Recall, Seniority: Employee(s) laid off within a classification shall be permitted to use classification seniority previously accrued in their former classification(s) prior to the promotion or the transfer to the classification experiencing the layoff. Said bumping rights shall be in accordance with Section 6 of this Article.

## ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school district whereby an employee claims injury regarding the interpretation or application of terms and conditions of employment as contained in this agreement.

Section 2. Representative: The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

### Section 3. Definitions and Interpretation:

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

Section 4. Time Limitation and Waiver: 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 provision of the Agreement allegedly violated and the particular relief sought within twenty-one days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods 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 5. Adjustments 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 ten 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 ten days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within ten days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

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

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial of a Grievance: Failure by the school board 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.

Section 8. Arbitration Procedures: In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

Subd. 2. 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.

Subd. 3. Selection of Arbitrator: If no settlement is reached in Step III, the grievance may be submitted to arbitrator. If the grievance is to be arbitrated, the other party must be notified within ten (10) days of the answer in Step III. The decision of the arbitrator shall be final and binding on the parties. Either party may request the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of five (5) prospective arbitrators. The request to the Bureau of Mediation Services for a list of arbitrators must be made within ten (10) days of the notification to proceed to arbitration. The selection of the arbitrator from the BMS list should be made within ten (10) days of receipt of said list. From the list, each party shall in turn strike one name until one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this 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, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2016, and thereafter as provided by P.E.L.R.A. 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 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 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 Union representing the employees. 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 insofar as this exercise would be in express violation of any term or terms of this Agreement.

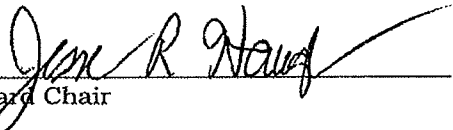
Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

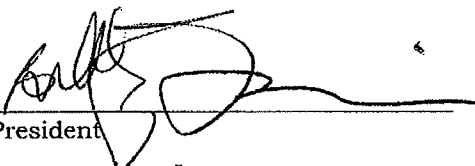
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

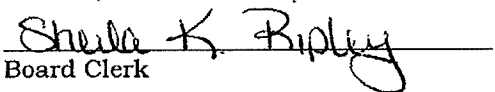
IN WITNESS WHEREOF, The parties have executed this agreement as follows:

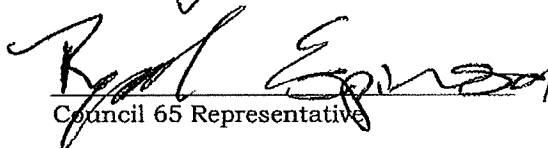
INDEPENDENT SCHOOL DISTRICT 2860

MINNESOTA COUNCIL NO. 65,  
AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO

  
Board Chair

  
President

  
Board Clerk

  
Council 65 Representative

DATED: 7-9-18

DATED: 7/10/18

**SCHEDULE A**  
**YEAR 1**

Effective July 1, 2018 through June 30, 2019

<u>Step</u>	<u>A-1-1</u>	<u>A-1-2</u>	<u>A-1-3</u>	<u>B-2-1</u>	<u>B-2-2</u>	<u>B-2-3</u>
A Subs	11.17	11.54	11.94	12.71		
B	11.54	11.94	12.33	13.10		
C	11.94	12.33	12.71	13.49		
D	12.33	12.71	13.10	13.86		
E	12.71	13.10	13.49	14.27		
F	13.10	13.49	13.86	14.65		
G	13.49	13.86	14.27	15.05		
H	13.86	14.27	14.65	15.41	15.81 Sub	16.39 Sub
I	14.27	14.65	15.05	15.81	16.20	16.78
J	14.70	15.10	15.48	16.26	16.65	17.22
K	15.14	15.53	15.93	16.71	17.10	17.69
L	15.57	15.96	16.37	17.16	17.54	18.15
M	15.95	16.35	16.74	17.54	17.93	18.53
N	16.35	16.75	17.14	17.94	18.33	18.93
O	16.75	17.15	17.54	18.34	18.73	19.33
P	17.60	18.00	18.39	19.19	19.58	20.18

**YEAR 2**

Effective July 1, 2019 through June 30, 2020

<u>Step</u>	<u>A-1-1</u>	<u>A-1-2</u>	<u>A-1-3</u>	<u>B-2-1</u>	<u>B-2-2</u>	<u>B-2-3</u>
C Subs	11.94	12.33	12.71	13.49		
D	12.33	12.71	13.10	13.86		
E	12.71	13.10	13.49	14.27		
F	13.10	13.49	13.86	14.65		
G	13.49	13.86	14.27	15.05		
H	13.86	14.27	14.65	15.41	15.81 Sub	16.39 Sub
I	14.27	14.65	15.05	15.81	16.20	16.78
J	14.70	15.10	15.48	16.26	16.65	17.22
K	15.14	15.53	15.93	16.71	17.10	17.69
L	15.57	15.96	16.37	17.16	17.54	18.15
M	15.95	16.35	16.74	17.54	17.93	18.53
N	16.35	16.75	17.14	17.94	18.33	18.93
O	16.75	17.15	17.54	18.34	18.73	19.33
P	18.40	18.80	19.19	19.99	20.38	20.98

