

**MASTER AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 300  
LA CRESCENT-HOKAH, MINNESOTA**

**AND**

**MINNESOTA SCHOOL EMPLOYEES  
ASSOCIATION**

**PROFESSIONAL SUPPORT STAFF OF  
SCHOOL DISTRICT NO. 300**

***JULY 1, 2022, THROUGH JUNE 30, 2024***



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## **ARTICLE I PURPOSE OF AGREEMENT**

This Agreement, entered into between Independent School District #300, La Crescent-Hokah, Minnesota, hereinafter referred to as the School District, and the Minnesota School Employees Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, provides the terms and conditions of employment for all education paraprofessionals, custodial, food service, and secretarial personnel, excluding supervisory and confidential personnel, during the term of this Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### **Section 1. Recognition:**

In accordance with PELRA, the School District recognizes Minnesota School Employees Association as the exclusive representative for all education paraprofessionals, custodial, food service, and secretarial personnel, excluding supervisory and confidential personnel employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

### **Section 2. Appropriate Unit:**

The exclusive representative shall represent all education paraprofessionals, custodial, food service, and secretarial personnel, excluding supervisory and confidential personnel of the School District as defined in ARTICLE III, Section 2. below and in PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

## **ARTICLE III DEFINITIONS**

### **Section 1. Terms and Conditions of Employment:**

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

### **Section 2. Descriptions of Appropriate Unit:**

For purposes of this Agreement, the words/terms education paraprofessional, custodial, food service, and secretarial personnel shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period

not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year and emergency employees. For the purposes of this Section, the normal work week shall be defined as 34 hours for education paraprofessionals, 28 1/2 hours for food service employees and 40 hours for all other classifications. Any employee working in multiple classifications shall have all hours added together for the determination of bargaining unit inclusion. The job family or classification the employee works the majority of hours in will determine this inclusion. In the case of an even split, this determination will be mutually agreed to by the Superintendent and the employee.

**Section 3. School District:**

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

**Section 4. Classifications:**

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

**Subd. 1. Education Paraprofessionals:**

Education paraprofessional positions shall include but not be limited to: special education, library, ILDA, Title I, child care, playground, classroom, lunchroom, computer lab, bus education paraprofessional, print room, health, and clerical. Education paraprofessionals hired will need to meet the NCLB "highly qualified" standards (possess a two-year degree or pass the "parapro" test).

**Subd. 2 Custodial:** The duties shall be those generally associated with the maintenance of public buildings which shall include cleaning, sanitation, minor repairs, and security. Insofar as possible, duties shall be assigned which can be accomplished during the regular 8-hour working day.

Positions: Descriptions

Engineer Custodian: An Engineer Custodian must hold engineers' licenses of the degree and grade required by the duties of his/her position and issued by the State of Minnesota. Lead Custodian will be designated as Engineer Custodian.

Custodian: A Custodian is responsible for general cleaning, maintenance and other duties as assigned. A boiler's license may be required for these positions.

**Subd. 3 Food Service:** Meals shall be prepared and served on all student days.

Positions: Descriptions:

Assistant Manager: The head cooks at La Crescent-Hokah Elementary School and the La Crescent Middle School/High School.



Cook: Employees that prepare and serve the meals, clean equipment and dishes, and cashier.

**Subd. 4. Secretarial:**

All assistants to administration. Positions are the secretaries to the principals, guidance counselor, community education director, activities director and Special Education program.

**Section 5. Standard Work Week:**

**Subd. 1. Education Paraprofessional and Food Service:** Full time education paraprofessional and food service employees are employees working at least 34 hours per week for the school year. Part time education paraprofessional and food service employees are employees working less than 34 hours per week for the school year.

**Subd. 2. Custodial and Secretarial:** For full time custodial and secretarial employees the basic work week shall be a 40-hour week composed of five 8-hour days.

**Subd. 3. Time Cards:** Each employee shall submit a record of hours worked to the School District office at the end of each work week on the official time card. Time cards not punched by the time clock are to be approved and initialed by the immediate supervisor.

**Subd. 4. Extended Work Year:** Necessary duty beyond the contracted days, either before the work year begins or after the last scheduled day, shall be paid on the same basis as outlined in ARTICLE VI.

**Section 6. Standard Work Day:**

Required work days for the employees will be set by the district school calendar. All employees shall be paid for student contact days as scheduled on the school calendar. If for any reason school is canceled the district reserves the right to reschedule the missed day at no additional compensation to the employees.

**Section 7. Other Terms:**

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

**ARTICLE IV  
SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:**

The exclusive representative recognizes that the School District 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

**Section 2. School Board 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 opportunities for the students of the School District.

**Section 3. Effects of Rules, Regulations, Directives, and Orders:**

The exclusive representative recognizes that all employees shall perform the services prescribed by the School District and shall be subject to 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.

**Section 4. Reservation of Managerial Rights:**

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not specifically included in this Agreement, and all managerial rights and managerial functions not specifically included in this Agreement are reserved to the School District.

**ARTICLE V  
REDUCTION IN FORCE**

**Section 1. Seniority Recognition:**

The parties recognize the principle of seniority in the event of a reduction in the workforce and for determination of benefits within the School District.

**Section 2. Seniority Date:**

**Subd. 1. School District Seniority:** Upon the satisfactory completion of the probationary period, an employee's seniority shall relate back to his/her first day of actual service in the School District. If more than 1 employee begins work on the same day, seniority will then be determined by the last four digits of the employee's social security number and whichever is higher shall be deemed more senior.

**Subd. 2. Classification Seniority:** Classification seniority shall accrue only while actively working in a specific classification. If more than 1 employee begins work in the same classification on the same day, seniority ranking for such employee shall be determined in the same manner as outlined in School District Seniority. Any employee transferred or re-employed in another classification retains, but does not accumulate her/his seniority in her/his original classification and, in addition, commences seniority in her/his new classification. An employee who is working in 2 classifications shall accumulate seniority in the classification which comprises the majority of that employee's work day.

**Subd. 3. Loss of Seniority:** An employee shall lose seniority upon written resignation, termination, or failure to report to work after recall within 10 working days of notice,

unless special circumstances exist, as determined by the Superintendent. A layoff of more than 18 months shall be considered a termination.

**Subd. 4. Custodial Seniority:** Custodial seniority shall also apply in establishing preferential shifts and for days off. Custodians shall accumulate seniority during leaves of absence.

**Subd. 5. Education Paraprofessionals, Food Service, and Secretarial Personnel Seniority:** Education Paraprofessionals, Food Service, and Secretarial Personnel seniority shall accrue for all paid leaves of absence and said personnel shall maintain seniority for all unpaid leaves, except for any leave under the Family and Medical Leave Act (FMLA) in which an employee shall accrue seniority.

### **Section 3. Layoff, Reduced Hours and Recall:**

**Subd. 1. Reduction of Workforce:** In the event the School District reduces the workforce covered by this Agreement, such layoff shall occur in reverse seniority order within the classification and position involved within this order beginning first with temporary and substitute employees and then regular employees. No new employees will be hired to perform bargaining unit work while bargaining unit employees are on layoff or reduced hours, unless the bargaining unit employee(s) declines the opportunity to be re-employed. The employee cannot incrementally assume hours from another position. An employee laid off or reduced in hours shall have preference in hiring over any new employee provided he/she has qualifications to do the work. An employee shall be considered qualified if the minimum qualifications for the position are met as would be listed in a posting for the position.

**Subd. 2. Written Notice:** Written notice of such layoffs or reduction in hours shall be given 2 weeks before the scheduled layoff or reduction in hours.

**Subd. 3. Seniority Rights:** A senior employee will have seniority rights in regard to layoff or reduction of hours over the most junior employees with equal, or closest to equal, number of hours, in the same classification and position, if a senior employee is unable to exercise seniority over a junior employee in his/her classification and position, such employee may exercise seniority over a junior employee in succeeding lower position within classification, if qualified for the position. An employee who is displaced by the exercise of seniority by a more senior employee pursuant to this section may in turn exercise seniority in the same fashion if qualified, provided, however, a lower-class employee will not have seniority rights over a higher-class employee.

**Subd. 4. Reduction of Hours:** If the number of hours an employee is assigned to work is reduced, he/she shall be assigned to that position within the same classification that is held by the least senior employee whose assignment is closest to, but not greater than, the assignment originally held by the employee whose hours are being reduced. The employee displaced by this reassignment may accept the assignment of the person whose hours are being reduced or may request reassignment based on a reduction in hours. Any employee so affected may, at his/her discretion, be placed on layoff in lieu of accepting an assignment to a position with fewer hours. If a reduction of hours results in an

employee not working enough hours for bargaining unit inclusion, such employee shall be considered on layoff status. Any employee with reduced hours shall retain his/her seniority and right to an equivalent increase of hours as the reduction within the same or lower classification in seniority order for a period of 18 months after the date of the reduction.

**Subd. 5. Notification of Intent to Exercise Seniority Rights:** An employee shall notify the School District of his/her intent to exercise seniority rights to a position in writing within 10 working days. If said notice is not given within the applicable time period, the right to exercise seniority is waived.

#### **Section 4. Recall:**

**Subd. 1. Recall to Former Position:** Employees will be recalled in seniority order within classification and position. An employee recalled to his/her former position shall receive the current rate of pay for such position.

**Subd. 2. Recall to Other Position:** Employees may be recalled to positions within classification other than the employee's previous position provided that the employee is qualified for the position.

**Subd. 3. Notice of Recall:** Notice of recall shall be made by certified mail to the last known address of the employee being recalled. The employee shall forfeit rights to recall if the employee fails to return to an offered position within 10 working days after notice of recall, and in such event the employee's name shall be removed from the seniority and recall list. It is the responsibility of the employee on layoff to keep the School District advised of his/her current mailing address.

**Subd. 4. Recall Period:** An employee on layoff or reduction shall retain his/her seniority and right to recall for a period of 18 months after the most recent date of layoff or reduction.

#### **Section 5. Seniority List:**

Every fiscal year a current seniority list shall be posted in all building locations, with a copy to each steward of the exclusive representative. Employees shall have 30 calendar days after the seniority list is posted to notify the School District office of any adjustments needed.

#### **Section 6. Vacancy Notice:**

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

All eligible employees bidding a vacancy will receive an interview. It is the intention of the parties to fill any vacancy with the best qualified candidate. If qualifications, including veteran's

preference, are deemed equal, the position shall be awarded according to seniority. The School District shall make such determination.

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

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

### **Section 7. Transfer Policy:**

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

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

An employee who transfers to a position with a higher rate of pay shall have a 60 work day probationary period. At any time before 60 work days have elapsed, the employee or the School District may elect to reverse the transfer. An employee who has had a transfer reversed shall be returned to his/her original position and rate of pay provided the original position is still in force in the bargaining unit. In the event the position is eliminated, the employee shall be placed in an equivalent position and with an equivalent rate of pay as when he/she left before the transfer. The School District shall reserve the right to transfer other employees in the bargaining unit to create a slot for the returning employee. Days shall be defined as working days for the purpose of this Article.

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

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

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

**Subd. 5. Education Paraprofessionals:** No education paraprofessional whose duties are library, ILDA, Title I, child care, playground, classroom, lunchroom, computer lab, bus monitor, print room, health or clerical shall be transferred into a position whose primary duty is working with students with IEPs or vice versa unless there is mutual agreement between the paraprofessional and the principal.

**Section 8. Staff Meetings:**

All department or staff meetings of employees called by the School District shall be held during regular working hours to the extent possible.

**Section 9. Lunch Period:**

Employees whose work day exceeds 4 hours shall be provided with a duty-free lunch period of at least 30 minutes without pay. Employees authorized, in writing, by administration to work through this lunch period will be paid for the time worked.

**Section 10. Breaks:**

Each employee shall be allowed a 15 minute break without loss of pay for each 4 hours worked as established by the employee's supervisor.

**Section 11. Work Schedules:**

Employees shall have established work schedules set no later than 10 days prior to the first day of school, which includes number of hours per day, total number of hours and days per week, total number of days per year and start and end times. Effort will be made to schedule employees' work hours in uninterrupted blocks. The School District reserves the right to adjust duties and hours as requirements of programs change, with a 10 working day written notice to the employee.

**Subd. 1. Custodial Starting Times:** Custodial employees only shall have established starting times which are set prior to the first day of school and can be changed on the last day of School. All other alterations in starting times must be mutually agreed upon by the employee and the School District.

**Subd. 2. Food Service Additional Days:** All food service personnel will utilize one day prior and one day following the school year for clean-up and inventory. If additional days are needed, food service staff shall be requested by seniority order in each building. The remaining days are to be utilized for workshops or in-service. Employees may be assigned to supervise kitchens for use by non-school groups. The rate paid will be that computed on an hourly basis from the wage schedule.

**Section 12. Exclusive Representative Privileges:**

**Subd. 1. Premises Visit:** Duly authorized representatives of the exclusive representative shall be permitted to visit the premises of the School District. The representatives of the exclusive representative shall first obtain permission of the Superintendent or his/her designee. All authorized exclusive representative business must be conducted outside of employee work time.

**Subd. 2. Use of Bulletin Boards:** The exclusive representative shall be entitled to use of the bulletin boards, in a location specified by the School District in each of the buildings for the purpose of posting notices of official exclusive representative business.

**Subd. 3. Notice of Hire or Termination:** Within 10 days after an employee covered by this agreement has been hired or his/her employment terminated, the School District will give the exclusive representative written notice by mail of such fact and of the employee's name, address, department, work classification and date of employment or termination.

### **Section 13. Substitutes:**

**Subd. 1. Long Term Substitutes:** A person employed as a substitute in a single position for a period of 67 continuous days or more in a school year shall become a bargaining unit employee. A long term substitute will be paid at step 1 of the wage schedule for the position or classification and be eligible for other rights and benefits after 67 continuous days pursuant to the Agreement. Long term substitutes who start a position anticipated to last more than 67 days will receive regular pay and benefits starting day one.

**Subd. 2. Substitute Custodians:** A custodian substitute may be called in to replace an absent custodian if the absence is anticipated to be more than one day in length. On holiday breaks and summer vacation, the School District reserves the right to determine whether a substitute is required. The exclusive representative and the School District understand that employee work priorities may change when substitutes are not called in. Variances from work priorities will be issued by the building principal or head custodian at the beginning of the working custodians' shift.

### **Section 14. Education Paraprofessional Summer School Employment:**

Education paraprofessionals will be hired, if qualified, for summer school positions before any non-education paraprofessionals are hired. If requested, senior education paraprofessionals not selected will be provided the reason(s) in a conference with the responsible administrator. The education paraprofessional may bring a representative of the exclusive representative to this conference. Summer school assignments are separate from the education paraprofessional's regular school year position. Education paraprofessionals contracted to work in the summer program will be eligible to use any accumulated sick leave or bereavement leave.

### **Section 15. Staff Development:**

All employees within the bargaining unit shall be provided with an opportunity for paid in-service training each school year. The School District shall have the exclusive right to determine

the time to be reserved for this purpose. All employees required to attend staff development training during the school year or summer months shall be paid at their hourly rate of pay.

**Section 16. In-Service Meetings:**

Employees shall be notified for all in-service days they are required to attend when the school calendar is approved by the School Board for the upcoming school year. In the event of unforeseen circumstances requiring specific or additional training employees will be given a 30 day notice for the expectation of attendance.

## **ARTICLE VI RATES OF PAY**

**Section 1. Wage Schedules:**

The wage schedules for 2022-2023 and 2023-2024 are as defined in Appendix "A."

**Subd. 1. Step Placement:** The position and experience will be established by the School District upon employment or transfer.

**Subd. 2. Experience for Step Increases:** An employee must work at least 100 days of the previous fiscal year in a regular assignment to receive experience credit. An employee's subsequent step increase will occur on July 1 each year.

**Section 2. Overtime Payments:**

**Subd. 1. Hours in Excess of Forty:** All hours in excess of 40 hours per work week shall be compensated at 1½ times the employee's established hourly rate. All overtime must be authorized by the responsible administrator. The School District shall reserve the right to determine when overtime work is needed. Regular bargaining unit employees shall be given the first opportunity to work overtime on a rotating basis first by seniority order in each building then district wide. If the regular bargaining unit employees do not notify the School District of their decision to work overtime within 2 days from the School District request, the School District reserves the right to utilize substitutes.

**Subd. 2. Sunday and Holiday Premium:** Employees shall be paid at their regular hourly rate on defined, non-worked holidays. If the employee works on his/her defined holiday or Sunday, he/she will receive 1½ times his/her regular hourly rate for the time worked except for events scheduled weekly on Sundays for which he/she will receive 2 times his/her regular hourly rate.

**Subd. 3. Compensatory Time:** Compensatory time may be arranged pursuant to federal statute. Compensatory time must be preapproved in writing by the supervising administrator and must be used within 20 working days from the time in which it was earned. If compensatory time is not preapproved in writing by the supervising administrator due to the administrator being out of the School District and due to unforeseen circumstances, the employee will be paid up to 2 hours of time not pre-approved. If the compensatory time is not used within 20 working days, it will be paid out at time and half in the pay period immediately following the 20 days. There will be no accrual of compensatory time.



**Section 3. Shift Differential:**

Custodians assigned to any shift beginning after 1:00 PM and before 9:00 PM shall be paid a shift differential of \$.50 per hour for the entire contract year. Custodians assigned to any shift beginning after 9:00 PM and before 5:00 AM shall be paid a shift differential of \$.75 per hour for the entire contract year. The shift differential shall be paid in addition to the employee's regular hourly rate of pay.

**Section 4. Boiler License Premium:**

A boiler license premium will be paid in the amount of \$0.35/hour for a Special License, an additional \$0.20/hour for a 2<sup>nd</sup> Class License, and an additional \$0.15/hour for a 1<sup>st</sup> Class License.

**Section 5. Pay Dates:**

Pay dates shall be the 15th and the last day of each month. If one or both of these dates are either a Saturday, Sunday or holiday, the pay date will be the last business day preceding the normal pay date. If the School District changes the dates of the two pay dates each month, it must give employees a 30-day written notice. All food service, education paraprofessionals, and secretaries who work student contact days will have 20 even pay periods. All other employees will have 24 even pay periods.

**Section 6. Attendance Incentive:**

An attendance incentive of up to \$400 will be paid according to the chart below to all employees who utilize 2 or fewer sick leave or unpaid leave days in each school year. Employees who work less than the normal work week for their classification, as defined in ARTICLE III, Section 2, shall have the incentive pro-rated.

<b><u>Sick Leave Days Used</u></b>	<b><u>Stipend Amount</u></b>
<b>0 days used</b>	<b>\$400.00</b>
<b>1 day used</b>	<b>\$300.00</b>
<b>2 days used</b>	<b>\$200.00</b>
<b>More than 2 days</b>	<b>\$0.00</b>

**Section 7. Uniform Allowance:**

**Subd. 1. Custodians:** All custodial employees shall be provided with 6 uniform shirts per school year which may include laundering and repairs. All custodial employees shall be reimbursed, within 30 working days for pants, shoes/boots, and/or winter gear, up to \$300 per year when receipts are turned in to the School District office.

**Subd. 2. Food Service:** All food service employees shall be reimbursed, within 30 working days, for uniform expenses up to \$300 per year when receipts are turned in to the School District office. The School District shall provide hair nets and aprons for all food service employees.

**Section 8. Food Service Certification Pay:**

Food service employees will receive an additional per hour payment above the wage schedule effective each July 1 of the fiscal year for certification as follows:

<u>Level</u>	<u>Per Hour Payment</u>
I	\$0.30
II	\$0.40
III	\$0.50

Those employees already receiving Level III certification pay without the certification will be grandfathered into that amount under this Agreement.

Level certifications are defined by the American School Food Service Association. Classes and certification expenses will be paid by the employee.

**Section 9. Employees Substituting for Other Bargaining Unit Employees:**

An employee who substitutes for an absent bargaining unit employee with a higher position shall receive the rate of pay at the higher position, but at his/her own step, if the position lasts a full 3 days or longer. This pay adjustment shall be retroactive to the first day of the position change.

**Subd. 1. Substitute Stipend:** An employee assigned to cover work for a staff member who is absent will receive the hourly rate of substitute pay for each hour worked. (education paraprofessionals and secretaries will submit a payroll voucher for principal approval for the additional hours worked)

**Section 10. Training for Education paraprofessionals:**

Job related necessary training will be treated as regular paid time when authorized by the School District.

**Section 11. Building Checks:**

Employees doing building checks will be paid .8 hours per building at 1½ times regular pay for Saturday and Sunday, 2 times regular pay for holidays. Engineer custodians will rotate building checks as determined by the Head of Buildings & Grounds. When possible, pre-scheduled custodial shifts will be integrated into building check schedules. At the current time, building checks are not being done. If they are reinstated the rate of pay will be paid as stated in this section.

**Section 12. Minimum Callback Pay:**

When an employee is requested to report to work by the Superintendent or his/her designee, the employee shall be paid for at least 4 hours at the rate specified for that day. (See ARTICLE VI, Section 2., Subd. 2. and 3.)

**Section 13. Death of Employee:**

Upon death of the employee, unpaid pay benefits, including severance shall be paid to the employee's surviving spouse or having none, be paid to the employee's estate as provided by Minnesota Statutes.

**Section 14. Longevity:**

Employees shall receive longevity pay in addition to the employee's hourly rate of pay for all hours compensated for based on continuous School District seniority as follows:

Beginning year 15	\$.15 per hour
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Beginning year 19	\$.25 per hour increase
Beginning year 23	\$.35 per hour increase
Beginning year 26	\$.50 per hour increase

**Section 15. Kids Company:**

Employees of the MSEA bargaining unit will retain their hourly rate of pay when employed by Kids Company provided, they were working in Kids Company during the 2009-2010 school year.

**Section 16. Cell Phones:**

The districts will provide cell phone to Lead Custodians to be used for work-related purposes only.

## 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:**

**Subd. 1. Participants:** Health and hospitalization insurance shall be made available to employees in the bargaining unit and eligible retirees.

**Subd. 2. Eligibility:** All eligible employees shall have the School District contribution towards health and hospitalization insurance prorated if his/her scheduled hours per week is less than 34 hours, with 34 hours considered full time for the purposes of the insurance benefit proration calculation. The insurance carrier shall determine the minimum number of hours an employee needs to work per week to be eligible for any insurance benefit.

**Subd. 3. Contributions:** The School District shall contribute a defined annual dollar amount toward the health and hospitalization insurance each year. The School District defined dollar amount is subject to change each year based on the annual premium increase or decrease as dictated by the School District's insurance provider. Each year upon renewal the plan offerings and costs will be calculated by the School District's insurance provider. The insurance offerings will be determined by the School District and cost for each plan will be shared with the exclusive representative at which time a Memorandum of Understanding (MOU) will be voted on by the membership. If approved by the membership the MOU will be signed for the change in insurance. Annual premium adjustments vary by plan. Upon signing of the MOU, employees will be informed of the plan changes or adjustments and given the opportunity to change health plans during the open enrollment period.

**Subd. 4. Premium Adjustments:** The School District shall contribute toward the monthly premium cost for health and hospitalization insurance as shown in Subd. 3. above. Every year thereafter, any increase in the premium shall be paid on the following formula:

1.

- All premium increases not in excess of 3% shall be paid by the School District.
2. Any increase in premium greater than 3% and less than 6% shall be paid by the employee.
3. Any increase greater than 6% shall be shared equally by the School District and employee.

**Decreases:** The School District shall contribute toward the monthly premium cost for health insurance as shown in Subd. 3. Every year thereafter, any decrease in the premium shall be paid on the following formula:

1. All premium decreases not in excess of 3% shall be gained by the employee.
2. Any decrease in premium greater than 3% and less than 6% shall be gained by the School District.
3. Any decrease greater than 6% shall be shared equally by the School District and employee.

School District premium increases will be added to the previous year's defined annual contribution. This becomes the new base in which to calculate future School District premium contributions according to the above formula described within Subd. 4. Annual premium adjustments vary by plan. Upon signing of the MOU, employees will be informed of the plan changes or adjustments and give the opportunity to change health plans during the open enrollment period.

**Subd. 5. VEBA Retirement Account:**

The School District will contribute \$675 each year to the VEBA Retirement Account for qualified employees who decline health insurance coverage. Qualified employees whose spouses are employed in the School District and elect family health insurance coverage will also receive the \$675 contribution each year to the post-retirement health savings account. Part-time employees qualify on a pro rata basis. If the employee dies before the School District remits the yearly lump sum payment, the payment will be made to the employee's heirs.

**Subd. 6. Retirement Access to Insurance:**

Education paraprofessional, custodial, secretarial, and food service personnel who have reached the age of 55 and choose early retirement may elect to remain part of the group plan for health and hospitalization and dental insurance purposes until age 65 or until they qualify for Medicare, whichever occurs first. The employee shall be billed monthly by the School District for the entire cost of the insurance premium.

**Subd. 7. Married Couples:** When a married couple are employed by the School District and a family health insurance policy is requested, only 1 person may receive the benefit of family coverage. Only 1 person may receive the "VEBA Plan" contribution.

**Subd. 8. Minimum Value Plan:** The School District reserves the right to increase the contributions or to make benefit changes to the Minimum Value Plan, or equivalent thereof, in order to avoid any fines or penalties imposed by the Affordable Care Act (ACA).

**Section 3. Disability Insurance:**

The School District will pay the cost of Long-Term Disability (LTD) insurance for each employee who works 600 or more hours per fiscal year in the School District.

**Section 4. Term Life Insurance:**

Life insurance of \$ 50,000 will be provided for all education paraprofessional, food service, custodial, and secretarial employees who work 20 hours or more per week, pursuant to carrier restrictions.

**Section 5. Claims Against the School District:**

The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement 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 the School District contribution as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease.

**Section 7. Establishment of a Variable Employee Beneficiary Association (VEBA) with Health Reimbursement Arrangements (HRAs) for Active Employees:**

**Subd. 1. Establishment of VEBA:** The School District will make available a “VEBA Plan and Trust “to all qualified participants who exercise their option to enroll in the health insurance program. This arrangement is intended to constitute a VEBA under Section 501 (c) (9) of the Internal Revenue Code.

The School District will specify that eligible health expenses will be paid from the participant’s flexible spending account (FSA) first, until that account is exhausted, and from the “VEBA Plan” second.

**Subd. 2. VEBA Choices:** The School District will fund \$2,075 of the deductible for a single plan and \$4,150 of the deductible for single plus child, single plus spouse, and family units for employees who started before July 1, 2016.

Employees who started with the School District after July 1, 2016 the School District will fund \$1,500 for a single plan and \$3,000 of the deductible for single plus child, single plus spouse, and family units.

**Section 8. Payment of Administrative Fee:**

Administrative fees allocable to individual accounts of active participants in the “VEBA Plan”, shall be paid by the School District for the term of this Agreement. Administrative fees allocable to individual accounts of active participants who have accrued a balance in the “VEBA Plan”, but changed coverage, so they are no longer entitled to School District contributions, shall be paid from the participant’s account.

Administrative fees allocable to the individual accounts of former participants, including retirees, shall be paid from the participant's account. If the "VEBA Plan" is terminated, or if School District contributions cease by agreement between the parties, administrative fees shall be paid from the participant's account. Investment account fees will be paid from the participant's account.

**Section 9. School District Contributions to the HRAs for Active Participants:**

The School District will make an annual contribution, paid quarterly to individual VEBA accounts under the HRA for qualifying participants who are enrolled in the health insurance plan. The School District's quarterly contribution shall begin on the first day of the new plan year. All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan/VEBA Plan or from separation of employment. Any participant who leaves the School District prior to the end of the school year must reimburse the School District on a pro rata basis for any unused portion of the School District's contribution to the "VEBA Plan" for that plan year. This amount will be deducted from the participant's final paycheck. The employee has the option of presenting documentation validating deductible expenses as per the health plan. Employees who are hired after January 15th in a school year will not receive the School District contribution to the VEBA for that year.

**ARTICLE VIII  
SEVERANCE PAY**

**Section 1. Eligibility:**

Employees shall be eligible to receive severance pay under the following conditions:

**Subd. 1. Classification:** Education paraprofessional or secretarial employees, who were employed in the School District prior to the 1998/99 school year, with continuous employment in the School District thereafter.

Custodial employees who were employed in the School District prior to the 1996/97 school year, with continuous employment in the School District thereafter.

Food service employees who were employed in the School District prior to the 1996/97 school year, with continuous employment thereafter.

**Subd. 2. Requirements:** The employee shall be at least 55 years of age and have worked at least 15 consecutive years in the School District.

**Subd. 3. Active Service:** The employee shall be retiring from active service in the School District.

**Subd. 4. Amount of Severance:** The amount of the severance pay shall equal 10% of the employee's annual salary at the time of retirement, plus \$10 per day for unused sick leave.

**Subd. 5. Use of Severance:** Upon retirement, the employee shall have the option of using severance pay to pay premiums in the current School District health and hospitalization plan until reaching the maximum age allowed by the insurance carrier.

**Section 2. Severance Payment:**

Payment of severance will be as agreed between the retired employee and the School District within the definition of the law.

**ARTICLE IX  
SCHOOL DISTRICT MATCH 403(B) TAX DEFERRED ANNUITY**

**Section 1. Eligibility:**

Employees shall be eligible to participate in a School District match, 403(B) tax deferred annuity plan.

**Subd. 1. District Match Amount:** The School District will match up to 3½ % of the employee's salary with no lifetime maximum.

**Subd. 2. District Match Available:** The 403(B) tax deferred annuity match program shall become available to each employee when she/he has completed 3 years of employment in the School District. (An employee may contribute to a 403(B) Tax Deferred Annuity Plan on their own prior to being eligible for the School District match.)

**Subd. 3. Reduction of Severance:** If an employee is eligible for severance pay under this agreement, she/he will have such severance pay reduced by the total match dollars paid by the School District to the employee during his/her employment in the School District.

**Subd. 4. Written Notice:** The salary match will be set on the gross salary of the employee on the enrollment date each quarter of the fiscal year. The employee shall register for participation in the 403(B) tax deferred annuity match plan at least once each fiscal year as determined by the School District with a 30-day written notice.

**ARTICLE X  
LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

**Subd. 1. Education paraprofessionals:** Education paraprofessionals covered by this Agreement shall earn 12 days of paid sick leave each school year. Sick leave shall accrue annually. The number of hours in the education paraprofessional's regular schedule day shall be the number of hours of his/her sick leave day. The annual 12 days will be available to education paraprofessionals at the beginning of each year. If employment is terminated prior to completing the education paraprofessional's contract year, the School District shall have the authority to deduct from the last payroll for any unearned leave usage.

**Subd. 2. Custodians:** All 12-month custodians covered by this Agreement, except first year custodians, shall earn 15 days of sick leave per year. This sick leave shall commence upon the first day of employment at the rate of 1¼ days per month during the employee's first year. Thereafter, the sick leave rate will be 15 days per year. Partial year custodians will have their number of sick leave days pro-rated.

**Subd. 3. Food Service:** All food service employees working 5 days per week, except first year food service employees, shall earn sick leave at the rate of 12 days per year. Sick leave shall commence upon the first day of employment at the rate of 1-1/3 days per month during the food service employee's first year. Those working less than 5 days per week shall earn sick leave pro-rata.

**Subd. 4. Secretarial:** All secretaries, except first year secretaries, shall earn sick leave at the rate of 15 days for each year of service in the employ of the School District. Sick leave shall commence upon the first day of employment, at the rate of 1-1/3 days per month, during the secretary's first year. Those working less than 5 days per week shall earn sick leave pro rata. Any new secretarial employees hired after June 30, 2001 shall earn 1¼ days per month sick leave during the secretary's first year.

## **Section 2. Sick Leave Provisions:**

**Subd. 1. Accumulation Maximum:** Unused sick leave days may accumulate to an unlimited maximum credit per employee.

**Subd. 2. Sick Leave Allowance:** Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at work and performance of duties on that day or days, provided that the employee has unused sick leave at the time of absence. Also, an employee may use his/her accumulated sick leave for family members, pursuant to M.S. 181.9413, and the School District will limit such use of sick leave as provide in statute.

**Subd. 3. Workers' Compensation:** The School District shall pay to employees drawing workers' compensation benefits, the difference between the workers' compensation payment and the employee's regular wage, deducted from the employee's accrued sick leave.

**Subd. 4. Definition of Family Sick Leave:** 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 his/her attendance at school and performance of duties on that day or days. An employee may use personal sick leave benefits provided by the employer School District, as defined M.S. 181.9413, subdivision 4, for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the School District's general assets.



**Subd. 5. Sick Leave Deduction:** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee on an hourly basis.

**Subd. 6. Sick Leave Record:** Employees will be provided a record of sick leave use and accumulation amounts annually.

**Subd. 7. Medical Certificate:** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 8. Sick Leave in Excess of Accrual:** Any days used in excess of the number of days of sick leave earned and accrued will be deducted from the employee's salary for the pay period during which the absence not covered by sick leave occurred.

### **Section 3. Family Illness or Death:**

**Subd. 1. Death in Immediate Family:** An employee shall be granted 1 scheduled work day per occurrence with no deduction from sick leave. Days 2 and 3 may be requested and, if approved, would be with pay and not deducted from sick leave. If days 2 and 3 are taken, but unapproved, the day(s) would be deducted from sick leave. Days 4 and 5 may be taken at the discretion of the Superintendent or his/her designee and will be deducted from the employee's accrued sick leave. If the employee does not have sufficient accumulated sick leave, the employee may take leave without pay. "Immediate family" is defined as the employee's father, mother, sister, brother, husband, wife, significant other, son, daughter, grandparent, guardian, step-relationships, grandchild, aunt, uncle, and in-laws excluding aunt-in-law and uncle-in-law.

**Subd. 2. Death of Others:** Absence due to the death of a family member not listed as immediate family or a close friend, may be granted by the Superintendent and shall normally be limited to 1 such scheduled work shift, with such absence deducted from accrued sick leave. If the employee does not have sufficient sick leave, the employee will take the day without pay.

**Subd. 3. Family Illness/Emergency Leave:** Two days, per occurrence, of absence due to illness in the immediate family, or a critical family situation where no other arrangements are possible may be approved by the Superintendent. These days shall be deducted from the employee's accumulated sick leave. Employees requesting emergency leave that qualifies for family or medical leave under state or federal statutes shall be eligible to exhaust any accumulated paid leave time before taking unpaid leave.

**Subd. 4. Additional Leave:** If additional death leave (Subd. 1 above) is needed, the Superintendent may approve a maximum of 5 additional days, to be deducted from accrued sick leave.

### **Section 4. Personal Leave:**

Requests for personal leave must be made in writing to the building principal and Superintendent or his/her designee at least 3 days in advance. Except in the event of emergencies, submission of requests less than 3 days in advance may result in denial of the leave. The School District reserves the right to deny such leaves if necessary. Employees will be granted 3 days of personal leave per year, accumulative to 5 days. An employee can use personal leave for his/her entire work day or it can be used in 1-hour increments.

The School District shall pay an employee at the employee's classification substitute rate of pay for up to 2 personal days not used. At the end of each school year, an employee may request pay for up to 2 unused personal leave days. The request shall be made to the School District in writing no later than the employee's last work day at the end of the school year. Pay for each unused personal leave day shall be the employee's classification substitute rate of pay at the end of the school year for which the request has been made. The employee will have the proceeds deposited to the employee's 403(B) tax deferred annuity.

## **Section 5. Child Care Leave:**

**Subd. 1. Definition:** A child care leave may be granted by the School District, subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time. Child care leave shall include adoption and foster care leave provisions.

**Subd. 2. Written Notice:** An employee making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least 3 calendar months before commencement of the intended leave, unless extraordinary or emergency circumstances arise.

**Subd. 3. Determination:** In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. grant any leave more than 12 months in duration,
2. permit the employee to return to his/her employment prior to the date designated in the request for child care leave.

**Subd. 4. Failure to Return:** Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension of the leave.

**Subd. 5. Return to Work:** An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. Unless the leave qualifies under FMLA, the employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

**Subd. 6. Group Insurance:** An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the portion of the health insurance premium on the same terms as prior to the child care leave, and shall pay the entire premium for such other programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

**Subd. 7. Use of Paid Leave:** Leave under this section shall be without pay unless other paid leave time is available and requested by the employee.

**Section 6. Leave Without Pay:**

At the discretion of the School District, employees may be granted leaves of absence without pay. Leaves of absence in excess of 30 days and any extensions of leaves of absence beyond 30 days shall be made by mutual, written consent between the School District, and the employee. Written requests for leaves of absence shall be made to the Superintendent who shall transmit the requests to the School Board. Granting of leaves of absence shall be in writing and a copy shall be sent by the School District to the exclusive representative. Benefits and years of service will not accrue during an unpaid leave of absence.

**Section 7. Exclusive Representative Leave for Employees:**

The School District will grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the exclusive representative to attend a labor union convention or serve in any authorized capacity on other exclusive representative business for a period of time specified by the School Board if the School Board in its absolute discretion determines that the absence of such employee will not jeopardize the school program or that a suitable replacement can be obtained for such employee during such period, and provided that written request for such leave of absence is given to the Superintendent at least 48 hours in advance and provided that in no event shall the leave of absence, if granted by the School Board, exceed 1 week.

**Section 8. Full Day School Closing:**

If custodians are required to work on a school closing day they shall receive a personal day in place of the school closing day.

**Section 9. Late Start and Early Dismissal:**

Education paraprofessionals, Secretaries and Food Service staff will be paid for their normal shift when a late start or early dismissal occurs. Custodians are required to report for their regularly scheduled shifts on late start and early dismissal days.

**Section 10. Jury Duty:**

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deductions or loss of leave allowance. The compensation received for jury duty services, less mileage, shall be remitted to the School District. Employees working the 3rd shift shall receive the night preceding the jury duty assignment off with pay. If the employee's presence in court is for the purpose of offering testimony, he/she must provide the School District Office a copy of the subpoena or other written

documentation that requires his/her presence, and he/she will be compensated for the difference between his/her regular salary and the pay received, if any, for the period he/she is away from his/her regular employment assignment. In no event shall this section apply to an employee whose presence in court is a result of the fact that he/she is a party to the action under consideration by the court.

**Section 11. Restriction on Leave of Absence:**

Failure of the employee to report to work at the end of a leave of absence is equivalent to a resignation provided that no extension of the leave has been given by the authority of the School Board or its' designee.

**ARTICLE XI  
VACATION**

All education paraprofessionals who work 11.5 months or more per year, 12-month custodians, and 10-12-month secretaries hired prior to July 1, 2013, shall receive vacation based on the definition of the employee's standard work day. Employees qualifying under these conditions shall receive vacation at the beginning of each contract year according to the following rates based on School District seniority as defined in ARTICLE V, Section 2., Subd. 1.

Date of hire through 2 years of service	5 days
Beginning year 3 through 5 years of service	10 days
Beginning year 6 through 10 years of service	15 days
Beginning year 11 and continuing	20 days

10-12 month secretaries hired after July 1, 2013, shall receive vacation based on the definition of the employee's standard work day. Employees qualifying under these conditions shall receive vacation at the beginning of each contract year according to the following rates based on School District seniority as defined in ARTICLE V, Section 2., Subd. 1.

Date of hire through 5 years of service	5 days
Beginning year 6 and continuing	10 days

Secretaries hired prior to July 1, 2013, who qualify for vacation will be compensated for up to ½ of their unused vacation day allotment at their hourly rate of pay. Payment must occur prior to June 30<sup>th</sup> of each contract year.

**Subd. 1. Earned Proration/Payout:** Employees who qualify for vacation shall in their first year of employment receive 5 days of paid vacation. The vacation days shall be prorated (beginning July 1) during the first year of employment (Ex. 5 days/12 months). In the event a probationary employee's employment is terminated for any reason, prior to completing their first year of employment they shall pay back to the district any vacation days used that were not earned. After the conclusion of the probationary year the employee shall receive, upon termination of employment, the vacation pay due at that time on a pro rata basis. Earned vacation must be used by December 1

**Subd. 2. Secretaries Proration:** For secretarial employees, the status of each employee is defined by the number of days scheduled including holidays divided by 260 days in a

contract year and multiplying by 12 months. If the result of this calculation ends in a fraction of .5 or greater the contract year shall be rounded to the next whole month.

## **ARTICLE XII LEGAL HOLIDAYS**

**Section 1. Education Paraprofessionals and Food Service Employees:** All education paraprofessionals and food service employees who work the school year calendar under this Agreement shall receive pay for the following holidays each year equivalent to the employee's standard work day: Labor Day, Thanksgiving Day, Christmas Day, and Memorial Day

**Section 2. Education Paraprofessionals Who Work 11.5 Months or More, Custodians, and Secretaries:** Education paraprofessionals who work 11.5 months or more, custodians, and secretaries shall receive the following holidays under this Agreement:

Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Years' Eve Day  
New Years' Day  
Good Friday  
Memorial Day

**Section 3. 10-11 Month Secretaries:** 10- and 11-month secretaries will receive the Fourth of July as a paid legal holiday if it coincides with their work schedule. 12-month, full time secretaries will receive 3 optional floating days of choice.

**Section 4. Holidays Occurring on Weekends:** The School District shall designate another day for holidays occurring on weekends.

## **ARTICLE XIII EMPLOYEE DISCIPLINE**

**Section 1. Probation:**

All newly hired employees shall serve a probation period of 1 year. During this period, an employee may be disciplined or discharged without recourse to the grievance procedure. Continued employment beyond the probationary period is considered evidence of satisfactory completion of the probationary period. Upon completion of the probationary period, employees in the School District shall not be disciplined, suspended without pay, or discharged except for just cause. School District rules shall not be in conflict with any of the terms and provisions of this Agreement. Upon written request by the employee, a copy of any written disciplinary actions shall be mailed to the exclusive representative.

**Section 2. Just Cause:**

Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause and good and sufficient reason. Discipline shall be imposed in a timely manner.

**Section 3. Progressive Discipline:**

The parties recognize the concept of progressive discipline.

**Section 4. Meetings to Discuss Discipline Measures:**

If a supervisor meets with an employee to discuss any matter that may result in discipline, the employee has the right to have a representative of the exclusive representative present.

**Section 5. Personnel File:**

Any employee shall have the right to inspect his/her personnel file during regular School District business hours within 2 working days of the written request. The employee may reproduce contents of the file and may attach a statement of explanation or rebuttal to any information contained in such file.

**Section 6. Discharge Due Process:**

No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Opportunities shall be provided in a conference with the School District which shall be conducted after advance notice to the employee and his/her representative of the exclusive representative who shall be permitted to attend the conference.

**Section 7. Disciplinary Action Records:**

A written record of all disciplinary actions within the meaning of this article, shall be provided to the involved employee(s) and may be entered into the employee's personnel file. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel file. The disciplined employee or the representative of the exclusive representative shall be entitled to submit a written response to be included in the employee's personnel file.

**ARTICLE XIV  
GRIEVANCE PROCEDURE**

**Section 1. Definitions:**

**Subd. 1. Grievance:** The word, "grievance," shall mean a written allegation by an employee that he/she has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

**Subd. 2. Grievant(s):** The word, "grievant(s)," shall mean an individual employee, a group of employees, or the exclusive representative who/which files a grievance as defined in Subd. 1. above.

**Subd. 3. Group of Employees:** A group of fewer than ten (10) employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. Such grievance must be in writing and signed by all grievants in the group.

**Subd. 4. Exclusive Representative Grievance:** The exclusive representative may file a grievance if a complaint involving ten (10) or more employees arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. In order to pursue such a grievance, the exclusive representative must provide the Superintendent with the names and signatures of the affected employees no later than the third (3<sup>rd</sup>) level of the grievance procedure. The exclusive representative grievance may proceed only as to the employees identified in the appeal to arbitration. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as noted in this Agreement.

**Subd. 5. Days:** Any reference to the word, “days,” regarding time periods in this procedure, shall refer to working days. The term, “working day,” is defined as all week days not designated as holidays by state law.

## **Section 2. Representation:**

The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party’s behalf.

## **Section 3. Interpretations:**

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

**Subd. 2. Computation of Time:** In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

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

**Section 4. Time Limitation and Waiver:** A grievance shall not be valid for consideration unless the grievance is submitted to the School District’s designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the School District’s designee.

## **Section 5. Resolution of Grievance:**

The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall, within fifteen (15) days, set a time to meet regarding the grievance after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a written decision to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made, in writing, within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after hearing the grievance, the School Board shall issue its written decision to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

#### **Section 6. Denial of Grievance:**

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

#### **Section 7. Grievance Mediation:**

In the event that the grievant(s) and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

**Subd. 1. Request.** A request to submit a grievance to mediation must be made in writing signed by the grievant(s) or the School District and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

**Subd. 2. Selection of Mediator.** A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

**Subd. 3. Mediation.** The assigned mediator shall schedule one or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.



**Subd. 4. Costs of Mediation.** The costs of mediation shall be borne equally by both parties. Each party shall bear their own costs related to representation during the mediation process.

**Subd. 5. Recommendation.** The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

## **Section 8. Arbitration Procedures:**

In the event that the grievant(s) and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the grievant(s). Such request must be filed in the office of the Superintendent within ten (10) days following denial of the grievance at Level III or completion of the grievance mediation procedure, if any.

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

**Subd. 4. Hearing:** The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose, and 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:** Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

**Subd. 6. Expenses:** Each party shall bear its own expenses relating to arbitration, including expenses relating to the party's representatives, witnesses, and any other

expenses which the party incurs relating to presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

**Subd. 7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

#### **Section 9. Election of Remedies and Waiver:**

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

### **ARTICLE XV DURATION**

#### **Section 1. Term:**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2022, through June 30, 2024, and thereafter unit modifications are made pursuant to PELRA. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, an employee shall be compensated according to the previous year's compensation until such time that a successor Agreement is ratified. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party 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 date of this Agreement.

#### **Section 2. Effect:**

This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions in this Agreement 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, functions, 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 current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except as mutually agreed by the School Board and exclusive representative.

The parties agree to reopen negotiations for the sole purpose of negotiating necessary changes to put the School District in compliance with the Minnesota Pay Equity Statute. Only areas requiring modification for compliance purposes, as identified by the Department of Employee Relations, will be open for negotiations.

**Section 4. Severability:**

The provisions of this Agreement shall be severable, and if any provision 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.

## Appendix “A”

2022-2023 Wage Schedules						
Clerical/Paraprofessional/Custodial Engineer		Custodian		Food Service		
Step	Hourly Rate	Step	Hourly Rate	Step	Asst. Manager	Cook
1	\$ 16.01	1	\$ 15.46	1	\$ 18.26	\$ 14.00
2	\$ 16.37	2	\$ 15.72	2	\$ 18.44	\$ 14.14
3	\$ 16.70	3	\$ 15.94	3	\$ 18.63	\$ 14.28
4	\$ 17.03	4	\$ 16.19	4	\$ 18.81	\$ 14.42
5	\$ 17.32	5	\$ 16.43	5	\$ 19.00	\$ 14.57
6	\$ 17.67	6	\$ 16.63	6	\$ 19.19	\$ 14.71
7	\$ 17.99	7	\$ 16.86	7	\$ 19.38	\$ 14.86
8	\$ 18.33	8	\$ 17.10	8	\$ 19.58	\$ 15.01
9	\$ 18.66	9	\$ 17.26	9	\$ 19.77	\$ 15.16
10	\$ 18.99	10	\$ 17.56	10	\$ 19.97	\$ 15.31
11	\$ 19.31	11	\$ 17.79	11	\$ 20.17	\$ 15.46
12	\$ 19.63	12	\$ 17.99	12	\$ 20.37	\$ 15.62
13	\$ 19.98	13	\$ 18.24	13	\$ 20.58	\$ 15.78
14	\$ 20.30	14	\$ 18.46	14	\$ 20.78	\$ 15.93

2023-2024 Wage Schedules						
Clerical/Paraprofessional/Custodial Engineer		Custodian		Food Service		
Step	Hourly Rate	Step	Hourly Rate	Step	Asst. Manager	Cook
1	\$ 16.49	1	\$ 15.92	1	\$ 18.81	\$ 14.42
2	\$ 16.86	2	\$ 16.19	2	\$ 18.99	\$ 14.56
3	\$ 17.20	3	\$ 16.42	3	\$ 19.19	\$ 14.71
4	\$ 17.54	4	\$ 16.68	4	\$ 19.38	\$ 14.85
5	\$ 17.84	5	\$ 16.92	5	\$ 19.57	\$ 15.01
6	\$ 18.20	6	\$ 17.13	6	\$ 19.77	\$ 15.15
7	\$ 18.53	7	\$ 17.37	7	\$ 19.96	\$ 15.31
8	\$ 18.88	8	\$ 17.61	8	\$ 20.17	\$ 15.46
9	\$ 19.22	9	\$ 17.78	9	\$ 20.36	\$ 15.61
10	\$ 19.56	10	\$ 18.09	10	\$ 20.57	\$ 15.77
11	\$ 19.89	11	\$ 18.32	11	\$ 20.78	\$ 15.92
12	\$ 20.22	12	\$ 18.53	12	\$ 20.98	\$ 16.09
13	\$ 20.58	13	\$ 18.79	13	\$ 21.20	\$ 16.25
14	\$ 20.91	14	\$ 19.01	14	\$ 21.40	\$ 16.41

**IN WITNESS WHEREOF, the parties have executed the Master Agreement between Independent School District No. 300 La Crescent-Hokah, Minnesota and Minnesota School Employees Association Professional Support Staff of School District No. 300, as follows:**

**For the School District:**

**For the Minnesota School Employees Association:**

\_\_\_\_\_  
**ISD #300 School Board Chair**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**MSEA Field Representative**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**ISD #300 School Board Clerk**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**MSEA Member Negotiator**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**ISD #300 School Board Negotiator**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**MSEA Member Negotiator**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**ISD #300 School Board Negotiator**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**MSEA Member Negotiator**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**ISD #300 School Board Negotiator**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**MSEA Member Negotiator**

**Date:** \_\_\_\_\_

