



LABOR AGREEMENT

BETWEEN

RUSH CITY INDEPENDENT SCHOOL DISTRICT 139

AND

MINNESOTA TEAMSTERS PUBLIC &

LAW ENFORCEMENT EMPLOYEES UNION, LOCAL #320

Food Service and Paraprofessional Employees

2025-2027

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ARTICLE I. PURPOSE

This Agreement is entered into between the Rush City Independent School District No. 139, hereinafter referred to as the "District" or "School District", and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320, hereinafter called the "Union." The intent and purpose of this Agreement is to

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes, concerning interpretation and application of this Agreement.

ARTICLE II. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- 2.1 The Employer recognizes the Union as the exclusive representative for all paraprofessional and food service employees of the District.
- 2.2 All employees in the above category are members of the appropriate unit except the following: employees whose service in the above position does not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the work week, temporary or seasonal character work for a period not in excess of sixty-seven (67) working days in any calendar year, emergency employees, supervisory employees, and essential employees.
- 2.3 In the event the District and the Union are unable to agree as to the inclusion or the exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. DEFINITIONS

- 3.1 Union: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320
- 3.2 Union Members: A member of Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 District: For purposes of administering this agreement, the terms "District" or "School District" shall mean the School Board or its designated representative.
- 3.5 Superintendent: Superintendent of Independent School District No. 139.
- 3.6 Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits and the employer's personnel policies affecting the working conditions of the employees.
- 3.7 Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.
- 3.8 Seniority: Seniority shall be the length of service with the school district. Seniority shall start effective with the initial date of regular employment as approved by the Board of Education. The seniority list shall contain all employees in the bargaining unit that have completed the probationary period as defined in Article XII. The Employer shall update and share the seniority lists for each separate classification of employees in October of each calendar year. Upon completion of the probationary period, employees shall be added to the master list effective retroactive to their initial employment. If more than one employee commences work on the same date, seniority ranking will be determined in order of approval as listed in the official School Board minutes.

ARTICLE IV. MANAGEMENT RIGHTS

- 4.1 Inherent Managerial Rights: The Union recognizes that the 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- 4.2 Management Responsibilities: The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.
- 4.3 Effect of laws, 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.
- 4.4 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

- 5.1 The Union may designate employees from the bargaining unit to act as a Steward and an alternate and shall inform the District, in writing, of such choice.
- 5.2 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 Union that has lost its right to dues check off, pursuant to the PELRA. 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 installments, beginning with the first pay period in September.
- 5.3 Union Business: The District shall make the space available on District bulletin boards for the posting of Union notices and/or announcements.

ARTICLE VI. RATES OF PAY

- 6.1 Wage Schedule: The wages reflected attached hereto, shall be a part of the Agreement for the period commencing July 1, 2025 to June 30, 2027.
- 6.2 Overtime: Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay per hour over forty (40) hours per week or through mutual agreement of both parties. All overtime must be pre-approved by the superintendent or his/her designee.
- 6.3 Wage Schedule Advancement: During the duration of this Agreement, advancement on any wage 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 step until a successor Agreement is entered into.
- 6.4 Pay Distribution: Paraprofessional and food service workers shall be paid on the District's standard bi-monthly payroll schedule. Employees on the 12 month pay cycle as of September 15, 2025 will be grandfathered in the 12 month pay cycle unless they choose to make a change.

ARTICLE VII. GROUP INSURANCE

- 7.1 Eligibility: Full benefits as defined in this Article shall apply only to regular full-time employees who work at least 40 hours per week (2080 hours/year) on a regular basis and shall not apply to substitute or temporary employees. Part-time employees, who work at least 20 hours per week, shall receive pro-rated benefits (based on a 2080 hour work year). Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the District. Employees are eligible to participate in health insurance the first of the month following 30 calendar days of employment.
- 7.2 Health and Hospitalization Insurance:
- For 2025-2026 the School District shall contribute a sum not to exceed \$9,600 toward the premium for individual coverage or \$10,300 for family coverage. For 2026-2027 the School District shall contribute a sum not to exceed \$10,200 toward the premium for individual coverage or \$10,900 for family coverage for each regular employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional premium costs shall be borne by the employee and paid by payroll deduction.
- 7.3 Health Reimbursement Arrangement (HRA)/Health Savings Account (HSA) Benefit:
- For each employee enrolled in a District health insurance plan under Article VII, 7.1, the Employer will make an annual contribution into an individual Health Reimbursement Arrangement (HRA) account or Health Savings Account (HSA). The amount of the contribution will be based on the employee's individual plan selection as follows: The annual Employer contribution shall be (1) \$500 for a full-time employee enrolled in the single or family Lowest deductible plan; (2) \$1000 for single plan or \$1300 for family plan enrolled in the Mid level deductible plan; and (3) \$1,750 first year, \$1,400 each year following for single plan or \$2,300 first year, \$1,900 thereafter for family plan enrolled in an HSA Plan. Part-time employees, who work at least 20 hours per week, shall receive pro-rated HRA or HSA contribution (based on a 2080 hour work year).
- 7.4 Disability Insurance:
- Disability insurance will be an employee deduction, and reimbursed benefit through payroll.
- 7.5 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.
- 7.6 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.
- 7.7 Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

ARTICLE VIII. LEAVES OF ABSENCE

- 8.1 Eligibility: Full leave benefits as defined in this Article shall apply only to regular full-time employees who work at least 40 hours per week (2080 hours/year) on a regular basis and shall not apply to substitute or temporary employees. Employees covered by this Agreement, who work less than full time (2080 hours/year), shall receive pro-rated benefits.

- 8.2 Sick Leave: Sick leave refers to absence due to illness of an employee of the School District.

An employee shall be subject to a limitation of fifteen days per school year. Unused sick leave days may accumulate to a maximum of 100 days of sick leave per employee.

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

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

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

An employee may use sick leave benefits for absences due to an illness or injury of the employee's minor child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness.

Consistent with MS 181.9413, an employee may use sick leave benefits for absences due to illness or injury of their adult children, spouses, siblings, parents, mother-in-law, father-in-law, grandchild, grandparents, stepparents, and other individuals living with the employee 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 illness or injury.

Benefits described in this subdivision are governed by state statute and they will be modified to remain consistent with state statute. Therefore, these benefits will increase or decrease if modifications to the statute occur. "Other individuals living with the employee" is noted as an exception to the statute and will remain a benefit.

8.3 Voluntary Sick Leave Donation: Employees may, on a voluntary basis, donate a maximum of three (3) days of their accumulated sick leave per school year to another employee who has exhausted his/her accumulated sick leave pursuant to the following conditions:

- (1) An employee must be employed one calendar year to be eligible to receive a sick leave donation.
- (2) Employees must use all of their existing leave balances (sick and personal) before they can access donated days.
- (3) Full-time employees may receive a maximum of thirty (30) donated days in a fiscal year. Part-time employees may receive a pro-rated number of sick leave days based on the percentage of employment. In the event that long-term disability insurance benefits may be utilized due to catastrophic illness, the employee may be granted the specific number of donated days required to reach the long-term disability benefit.
- (4) Employees may only donate time from their sick leave balance.
- (5) All donations must be made in full-day increments.
- (6) Once donated time has been transferred to the recipient's sick leave balance, the donor has no rights to that time for any reason.
- (7) The decision to donate sick leave is completely voluntary.
- (8) Requests to use donated days that are approved by the employee group will be submitted to the School District office in writing enumerating the following: 1) The employee(s) donating days; 2) The employee receiving donated days, and 3) The number of days donated and used.

8.4 Compassion Leave: An employee may be allowed up to 5 days per occurrence with full pay and benefits due to the death or serious illness of an employee's spouse, child, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent, sibling, grandchild, stepfather, stepmother, stepchildren, or members of the immediate household, with such absences deducted from sick leave.

An employee may be allowed up to 3 days per occurrence with full pay and benefits due to the death of an employee's grandfather, grandfather-in-law, grandmother, grandmother-in-law, brother-in-law, sister-in-law, aunt, uncle, nephew or niece, with such absences deducted from sick leave.

Serious illness means an illness, injury, impairment, or physical condition that a licensed physician certifies as terminal or life-threatening. Serious illness incapacitates an individual and is

characterized by chronic/episodic conditions (e.g. heart attacks, epilepsy), permanent/long-term conditions (e.g. Alzheimer's, terminal cancer), or multiple treatments for life-threatening conditions (e.g. chemotherapy, dialysis).

Immediate household or immediate family means the employee, the employee's spouse and dependent children, or other individuals living with the employee. Dependent child is based on IRS regulations.

- 8.5 Personal Leave: Each employee shall be allowed to use two (2) sick leave days per year as personal leave days, subject to the operating needs of the Employer. After completion of 10 years of employment an employee shall be allowed to use three (3) sick leave days per year as personal leave days. The employee shall request approval a minimum of five (5) school days prior to commencement of leave, except in the event of unforeseeable emergencies.

At no time shall more than two paras and one cook be granted personal leave on a given day, except by the approval of the supervisor or superintendent. A personal leave day shall not be granted for the first or last days of the school year, except by approval of the supervisor or superintendent.

An employee may carry over to the next year one, or both of their personal leave days, and may accumulate a maximum of 4 personal leave days. Unused personal days, will automatically carry over, up to the maximum days allowed. If an employee wishes to receive payment for unused personal day(s), the District Office must be notified in writing by June 1 of the request

The District will pay an employee \$80 (based on an eight hour day) for each unused personal day, up to a maximum of four days in a school year. All personal leave days will be allocated based on regularly scheduled hours per day, and deducted from sick leave.

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

- 8.7 Child Care Leave: An employee may utilize sick leave during the period of physical disability resulting from the employee's pregnancy.

A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a natural or adopted infant child, provided such parent is caring for the child on a full-time basis. An employee shall not be eligible for sick leave, pay, or fringe benefits during a child care leave.

An employee making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for childcare leave.

An employee returning from child care leave shall be re-assigned in a position for which qualified unless previously discharged or placed on un-requested leave.

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

- 8.8 Medical Leave: 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 six (6) months. This leave may be renewed at the discretion of the School District.

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.

- 8.9 Jury Duty Leave: A leave of absence for jury duty shall be granted to employees in accordance with Minnesota statute. The employee shall be paid the difference between the employee's daily rate of pay and the statutory allowance for jury duty or the employee may assign their jury duty check to the District and receive full District compensation. The employee shall be allowed to retain the mileage and expense allowance.
- 8.10 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 8.8, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 8.2, Sick Leave, or supplemented by sick leave pursuant to Section 8.6, Workers' 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.
- 8.11 Experience Credit: An employee who returns from 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 unpaid leave.

ARTICLE IX. HOURS OF SERVICE AND DUTY YEAR

- 9.1 Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the School District each year for regular employees.
- 9.2 Basic Work Year: The work year for paraprofessional and food service employees shall be same as the number of student contact days as specified in the official school district calendar. The school district reserves the right to alter the school calendar at its discretion.
- 9.3 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. When possible, part-time paraprofessionals shall be given the first right of refusal in a substitution situation at their regular rate of pay.
- 9.4 Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District.
- 9.5 Lunch Period: Employees shall be provided a duty free lunch period (unpaid) of at least 30 minutes.
- 9.6 School Closing: In the event that school is closed for any reason and the employees are not required to perform services, the employees wages and benefits will be paid if the days closed are not made up.
- 9.7 In-Service Days: All employees may be compensated up to 3 in-service days per year.

ARTICLE X. HOLIDAYS

- 10.1 Eligibility: Holiday benefits as defined in this Article shall apply only to regular full-time employees who work at least 40 hours per week (2080 hours/year) on a regular basis and shall not apply to substitute or temporary employees. Employees covered by this Agreement, who work less than full time (2080 hours/year), shall receive pro-rated benefits.

- 10.2 Paid Holidays: Regular employees shall be granted the following paid holidays (subject to the provisions in Section 10.4):

Independence Day	New Years Day	Martin Luther King
Labor Day	Memorial Day	Juneteenth
Thanksgiving Day	Day after Thanksgiving	
Christmas Eve Day	Christmas Day	
President's Day	Good Friday	

- 10.3 Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

- 10.4 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.

- 10.5 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, or leave under these provisions.

ARTICLE XI. DISCIPLINE

- 11.1 Form: The District will discipline non-probationary employees for just cause only. Discipline will be in the form of:

- a) oral reprimand;
- b) written reprimand;
- c) suspension without pay; or
- d) discharge.

Suspensions and discharges must be in written form. Both the District and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

ARTICLE XII. PROBATIONARY PERIOD

- 12.1 Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of one hundred twenty (120) working days, in which employee works their regularly scheduled hours per day, 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 agreement alleged to have been violated.

- 12.2 Probationary Period-Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of one hundred twenty (120) working days in any such new classification. During this one hundred twenty (120) working days probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification or terminate employment.

- 12.3 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.

- 12.4 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 be established according to Article III, Section 3.8.

ARTICLE XIII. REDUCTION IN FORCE

- 13.1 The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position.

Seniority and recall rights shall terminate upon resignation or termination of an employee pursuant to this agreement or after twelve (12) consecutive calendar months of layoff. Employees to be laid off shall receive a written notice at least 14 days in advance of the employee's last date of employment.

Recall from layoff shall occur in inverse order of layoff. If an employee does not return to work upon recall within eleven (11) working days after formal notification by the employer, as directed by the employer, or on an extended date mutually acceptable to both parties, he/she shall automatically have terminated employment.

ARTICLE XIV. GRIEVANCE PROCEDURE

- 14.1 Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

- 14.2 Representative: The union, administrator, 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.

- 14.3 Definitions and Interpretations:

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

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

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.

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.

- 14.4 Time limitation and waiver: A grievance 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 fifteen 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.

- 14.5 Resolution of Grievance: The School District and the employee shall attempt to resolve all grievances which may arise during the course of employment in the following manner:

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.

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 five 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 fifteen 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.

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 days after the 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 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. The School Board may designate a representative or committee to hear the appeal and report the findings and recommendations to the School Board. The School Board shall then render its decision.

- 14.6 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.
- 14.7 Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.
- 14.8 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:

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.

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.

Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within sixty calendar 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 appoint an arbitrator, pursuant to the PELRA, providing such request is made within twenty days after request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the commissioner within the time provided herein shall constitute a waiver of the grievance.

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 denovo.

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 the 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.

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 of the hearing shall be made 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.

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 of policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

- 14.9 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 XV. PUBLIC OBLIGATION

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

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation of the rights, privileges, or obligations of employment. The parties agree that this article shall not be subject to the grievance or arbitration procedure but is enforceable in the courts.

ARTICLE XVI. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the Rush City School District. In the event any provisions of the Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken with the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision may be re-negotiated at the request of either party.

ARTICLE XVII. OTHER BENEFITS

All other benefits currently enjoyed by the employees shall be maintained.

ARTICLE XVIII. DURATION

This Agreement shall be effective as of the first day of July 2025 and remain in full force and effect until the thirtieth day of June 2027 and shall continue in effect from year to year, thereafter, unless written notice of a desire to change or modify this contract is given by either party by April 30, 2027 or in any year thereafter.

INDEPENDENT SCHOOL DISTRICT
NO. 139

<u>Willie Schmitt</u>	<u>3/5/26</u>
BOARD CHAIR	DATE
<u>Kristin Papke</u>	<u>3/5/26</u>
BOARD CLERK	DATE

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION,
LOCAL NO. 320

<u>Anna Wenth</u>	<u>3-4-26</u>
LOCAL REPRESENTATIVE	DATE
<u>Melody Kruse</u>	<u>3/4</u>
EMPLOYEE REPRESENTATIVE	DATE
<u>Harvey Strandsky</u>	<u>3/4</u>
EMPLOYEE REPRESENTATIVE	DATE

Rush City School District #0139

2025-26 and 2026-27 Salary Schedule Paraprofessionals and Food Service

2025-2026		
Step	Paraprofessional	Food Service
1	\$17.06	\$16.13
2	\$17.46	\$16.47
3	\$17.86	\$16.82
4	\$18.27	\$17.16
5	\$18.68	\$17.51
6	\$19.08	\$17.85
7	\$19.49	\$18.21
8	\$19.89	\$18.56
9	\$20.30	\$18.93
10	\$20.71	\$19.30
11	\$21.11	\$19.66
12	\$21.52	\$20.03
13	\$21.93	\$20.39
14	\$22.35	\$20.76
15	\$22.77	\$21.12
16	\$23.18	\$21.49
17	\$23.60	\$21.85

2026-2027		
Step	Paraprofessional	Food Service
1	\$17.32	\$16.37
2	\$17.72	\$16.72
3	\$18.13	\$17.07
4	\$18.54	\$17.42
5	\$18.96	\$17.77
6	\$19.37	\$18.12
7	\$19.78	\$18.48
8	\$20.19	\$18.84
9	\$20.60	\$19.21
10	\$21.02	\$19.58
11	\$21.43	\$19.96
12	\$21.84	\$20.33
13	\$22.26	\$20.70
14	\$22.69	\$21.07
15	\$23.11	\$21.44
16	\$23.53	\$21.81
17	\$23.95	\$22.18

The District reserves the right to place any employee at any step for job entry.

1. Uniform Allowance: Food Service employees shall be entitled to \$250.00 reimbursement annually for uniforms required by the position. Proof of purchase should be submitted to the Director of Food Service. The District shall provide five shirts, selected by supervisor, for each food service employee every other year of employment, at District expense.

2. State Certification: Additional--

Level 1 = .20/hour

Level 2 = .30/hour

Level 3 = .40/hour

3a. Professional Development: Food Service personnel will have one year to complete the class "ServSafe" or similar staff development opportunities to maintain their employment.

3b. Professional Development: Food Service personnel must have yearly USDA standards clock hours required (Determined by how many hours worked per year).

4. \$1.00 per hour for lead cook in each building working 8 hours per student day.

Lead cook to be determined annually by Food Service Supervisor, in consultation with the Superintendent.