

**Master Agreement
Non-Certified Staff**

Between
Independent School District #2364
Belgrade-Brooten-Elrosa
And
Minnesota Council 65
AFSCME, AFL-CIO Local Union 2573

Effective Dates: July 1, 2023 through June 30, 2025

ARTICLE I: PURPOSE

Section 1. Parties:

THIS AGREEMENT is entered into between Belgrade-Brooten-Elrosa School District No. 2364 hereinafter referred to as the District or School District, and the Minnesota Council 65, AFSCME, AFL-CIO, Local Union 2573 hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for all employees who are covered by this bargaining Agreement during the duration of the Agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1.

The School District recognizes Local Union No. 2573, Minnesota Council 65, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes for all employees of Independent School District No. 2364, who are not required to be certificated by the State Department of Education, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, or 100 days if they are 22 years old or younger and are a full-time student, excluding supervisory and confidential employees.

Section 2.

The School District shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflict with the terms and conditions of this Agreement.

Section 3.

The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article II, Section 1, of this Agreement, and the PELRA and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment:

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

Section 2. School District:

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

Section 3. Other Terms:

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

ARTICLE IV: SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights:

The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities:

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services 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 exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

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

ARTICLE V: EMPLOYEE RIGHTS

Section 1. Right to Views:

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

Section 2. Right to Information

The employer will provide to the Union the add/drop report each pay period electronically. The add/drop report shall include the name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the employer.

The employer shall provide the Union with a report each payroll period which shall identify new hires by name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer. This notification shall normally be provided to the Union at least ten (10) days in advance of the employer's new employee orientation.

Further, the employer shall refer newly hired AFSCME-represented employees who attend the employer's new employee orientation program to a Union orientation session, thirty (30) minutes in length and held in the same room as the employer's new employee program and at the same link as provided by the employer for any virtual convening of the employer's new employee program.

Section 4. Right to Join:

Pursuant to the PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 5. Request for Dues Check Off:

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and proceeds thereof shall not be allowed to any exclusive representative 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 October. The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be

used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301.

Section 6. Fair Share Fee:

In the event federal law changes, or the Janus Supreme Court decision is reversed, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement, in an amount certified by the Union.

The Union agrees to indemnify and to hold the school district harmless against any and all claims that may arise regarding the application of this article.

Section 7. Access / Bulletin Board:

Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the School District at reasonable times and are subject to reasonable rules to investigate grievances and other problems with which they are concerned. The union will provide the School District with a list of the elected officers. The School District will provide space for employee bulletin boards at the job sites.

Section 8 Negotiating Committee:

Up to four (4) employees elected or appointed to the negotiating committee of the Exclusive Representative shall be provided time off without pay if negotiations are conducted during their normal working hours.

Section 9. People Language:

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee by giving written notice to the Union and the employer. The employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Employees must determine an amount to be withheld by July 1 of each year and the amount must remain the same amount each month during that calendar year.

Section 10. Meet & Confer:

Means an exchange of views and concerns between the School Board and the Exclusive Representative concerning policies and other matters relating to their employment that are not terms of the conditions of employment. These meetings shall take place two times a year if needed.

ARTICLE VI: RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2023, to June 30, 2024. The wages and salaries reflected in Schedule B, attached hereto, shall be part of the Agreement for the period commencing July 1, 2024, to June 30, 2025.

Effective 7/1/2024, any employee with an hourly rate will be paid by time clocks. Exceptions to regular time will be reported on time clock. Bus Drivers will be paid per route.

Subd. 2. During the duration of the Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Subd. 3. An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure. Employees salary/step advancement will occur on July 1st of each year. Employees hired prior to January 1 of the school year shall receive a step increase at the beginning of the following school year. Employees hired after January 1 shall receive a step increase after completing a full school year of employment.

Subd. 4. All employees must enroll in direct deposit for all payroll compensation.

Subd. 5. Exceptional attendance compensation:

- A. For the 2023-2024. Staff using one (1) day or less of paid leave (excluding Jury Duty and Bereavement Leave) during a school year will be eligible for \$500 incentive payment.

Staff using more than one (1), but two (2) or fewer days of paid leave (excluding Jury Duty and Bereavement Leave) during a school year will be eligible for \$250 incentive payment.

Year-round employees will be allowed two (2) days or less of paid leave (excluding Jury Duty and Bereavement Leave and vacation) during the year will be eligible for \$500 incentive payment and three (3) or fewer days of paid leave (excluding Jury Duty and Bereavement Leave) during the year will be eligible for \$250 incentive payment.

All incentive payments will be made to the qualifying employees VEBA.

Employees contracted for fewer hours than the maximum for each classification will earn a pro rata contribution based on their hours contracted.

Staff members must be employed for the entire school year to be eligible for exceptional attendance incentive payment. Staff members employed after the first duty day of a school year will not be eligible for incentive pay until the following school year.

All incentive pay provisions in this Article will sunset on June 30, 2024.

- B. For the 2024-2025 school year, employees will be able to cash in up to 32 hours of their sick leave bank at their hourly rate of pay. All time cashed out under this provision will be made to the employee's qualifying VEBA account.

Section 6. Bus Driver Incentive:

Any coach, and/or advisor with a school bus endorsement shall be compensated a one time \$500 bonus at the end of the year for driving a school bus to and from school events.

Any coach, and/or advisor with a school bus endorsement shall be compensated based on the extra curricular driver pay for the amount of hours spent driving to and from all away school sponsored activities for each season. Article XIII compensation also applies to all extracurricular trips. Type III certified van drivers will be compensated on the van driver extra curricular rate.

Subd. 8. Shift Differential: All employees shall receive an additional fifty-three cents (\$0.53 in FY24 and \$0.56 in FY25) per hour as a night shift differential. Night shift differential will be paid for all hours when a shift begins after 1:00 P.M. Monday through Friday.

Subd. 9. License Pay:

- A. Special License. All general custodians possessing this license will receive an additional seventy-five cents (\$.75) per hour added to their hourly wage. Employees must demonstrate appropriate licensing by possessing a Boilers License issued by the State of MN and provide documentation to be posted in each boiler room operated by BBE Schools.
- B. 2C License. All general custodians possessing this license will receive an additional one dollar (\$1.00) per hour added to their hourly wage. Employees must demonstrate appropriate licensing by possessing a Boilers License issued by the State of MN and provide documentation to be posted in each boiler room operated by BBE Schools.
- C. 1C License. All general custodians possessing this license will receive an additional one dollar and twenty-five cents (\$1.25) per hour added to their hourly wage. Employees must demonstrate appropriate licensing by possessing a Boilers License issued by the State of MN and provide documentation to be posted in each boiler room operated by BBE Schools.

Each incentive is stand-alone rate and previous incentives do not compound upon receiving new licensure. Employees must submit their evidence of licensure by June 15th or January 15th annually. Incentive payment will be added to wages on the first of the month following submission. BBE Schools will continue to reimburse employees for their costs associated with renewing their boiler license. Employees must submit a receipt and evidence of licensure to the business office with a District Claim Form in order to receive reimbursement. Employees are responsible for renewal of their boiler license. BBE Schools will not reimburse any fees associated with renewing an expired license.

Subd. 10. In-Service Training:

The School District will provide all necessary in-service training to unit employees. Employees who are required by the School District to attend in-service training will be compensated at the employee's regular hourly rate of pay for all in-service time.

Subd. 11. Extra-Curricular/ Coaching:

Duties related to extracurricular activities will be conducted outside of the employees assigned work schedule. If the activity conflicts with the employees assigned work schedule, the employee will enter professional time and not receive a deduction for time missed. The time missed will be under the direction of the Activities Director and the Building Principal.

Subd. 12. Part-time Employment FTE Determination:

Regular part-time, twelve-month employees will be offered contractual hours and benefits based on their full-time equivalency (FTE). This is calculated by taking the number of hours of paid work divided by 2000 hours work total.

Section 2. Overtime:

Overtime at time and one-half rate shall be paid for all hours worked in excess of forty (40) hours per week. All overtime requires prior approval from the Superintendent or their designated supervisor. For overtime purposes, the work week shall be Sunday through Saturday.

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:

Employee health and hospitalization annual contribution from the District is defined by the following chart.

	2023-2024	2024-2025
Employees working 1165 hours or more annually.	\$7,150	\$8,200
Employees working 700 hours or more, but less than 1165 hours annually.	\$4,850	\$5,600

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. In the event both husband and wife are employed by the District, the contribution may be equal to the total of their coverage up to the total cost of the premium for full family coverage.

Section 3. Claims Against the School District:

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

Section 4. 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 contributions shall cease.

Section 5. Eligibility:

Full benefits provided in this Article are designed for personnel working a minimum of 1166 hours per year, with partial benefits, as described in Section 2, to be paid to those personnel working from 700 to 1165 hours per year. For the purposes of determining the amount of the District's contribution toward insurance coverage, only hours worked in positions which are compensated on an hourly basis shall be considered. Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the District.

Section 6. Long Term Disability Insurance:

Full-time (12 month) employees shall receive up to \$150.00 a year toward long-term disability insurance.

Section 7. Physicals:

The District will pay the costs for all physical exams required by the District or by any rules and regulations of the State or Federal Government.

Required physicals for maintaining a school bus endorsement will be paid for by the School District when the employee has their endorsement physical performed at the district's designated provider. If a bus driver prefers not to see the School District's designated provider, the bus driver can see their own provider and will be reimbursed up to \$120.00 for the physical.

ARTICLE VIII-A: LEAVES OF ABSENCE (2023-2024)

Section 1. Leave of Absence Without Pay:

Leave without pay is not part of any categorical leave granted in this Master Agreement. Leave without pay not covered by statute will not be approved.

Section 2. Sick Leave:

Subd. 1. A regular employee shall earn sick leave at the rate of 1 day for each 15 days of service in the employment of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

All employees shall earn sick leave at the rate of one day per month for each month of employment completed each year. A "day" shall mean the normal number of hours that the employee regularly works. Calculations shall be credited in the number of hours.

Subd. 2. Unused sick leave days may accumulate to a maximum of 137 days of sick leave for all non-certified employees.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performances of duties on that day or days. Pursuant to M.S. 181.9413, an employee who performs services for at least 12 consecutive months preceding the request, and for an average number of hours per week equal to one-half the full-time equivalent position in the employee's job classification as defined by the District's personnel policies or practices or pursuant to the provisions of this collective bargaining Agreement during those 12 months, may use sick leave for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.

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

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Sick leave may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. An unpaid leave for childcare purposes may be granted at the discretion of the School District.

Section 3. 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.

Section 4. Personal Leave:

Subd. 1. All employees shall earn personal leave days on the following schedule:

Years of Service Completed	Days Earned
0-9 Years	2 days
10-19 Years	3 days
20+ years	4 days

After an employee has accumulated the maximum number of sick leave days as per this contract, another personal day will be granted for a maximum of 5 personal leave days per school year.

All used personal days will be deducted from the employee's sick leave and not accumulated as sick leave or personal days. Employees may carry over one (1) personal day to the next school year. Under no circumstances may an employee have more than one personal day carryover.

A maximum of 3 unused sick leave days may be deposited into a sick leave bank to be used by persons covered by this contract should their sick leave be exhausted by circumstances covered by the leave provisions of this contract. The deposited sick leave days shall be deducted from the individual sick leave.

Subd. 2. Requests for personal leave must be made in writing to the building administrator and the Superintendent of Schools, or in the case of bus drivers, to the transportation supervisor and the Superintendent of Schools at least three days in advance, except in the event of emergencies. The School District reserves the right to refuse to grant such leave. All leaves must have prior written approval.

Subd. 3. A personal leave day shall not be required to be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

Subd. 4. The Sick Leave Donation Bank shall be maintained as a dollar value. Individuals who donate to the bank shall have their hours per day they work multiplied by their current rate of pay and that dollar figure will be added to the bank. When days are used the value of the days shall be deducted from the bank in the same fashion based on the individual using the days. The bank shall be capped at 400 hours.

The sick leave bank shall be available for use by employees who have exhausted their accrued leave time due to catastrophic illness or injury. Intermittent use for non-FMLA qualifying events will not be permitted.

A four person committee consisting of the Superintendent and Local Executive Board shall review all sick leave bank requests. Requests must be approved by a unanimous vote of the committee to access sick leave bank.

Section 5. Emergency Leave:

An employee may use up to five days of accumulated sick leave as Emergency Leave days, when there is a death or serious illness of a member of the immediate family. The immediate family shall be interpreted to include father, mother, brother, sister, grandfather, grandmother, and grandchildren, husband, wife, sons, daughters, parents-in-law, step-parents, step-children, step-brothers and sisters, and a domestic partner (defined as an adult partner living in the same household for one year or longer). This leave may be taken on more than one occasion in the school year. All days taken for emergency leave will be deducted from sick leave.

Section 6. Bereavement:

One day of bereavement leave shall be allowed per occurrence, the day to be deducted from sick leave, for death not in the employee's immediate family as defined above.

Section 7. Jury Duty:

Employees called to perform jury duty during the school year will inform the superintendent in writing and agree to return the pay for the jury duty to the School District. The employee will keep mileage and meal expenses. Full pay will be given to the employee by the District for work days missed for jury duty.

Section 8. Paid Holidays:

Regular full-time, twelve-month employees shall be granted the following paid holidays: New Year's Day, Christmas Day, Juneteenth, Labor Day, Memorial Day, Fourth of July, Thanksgiving Day, Presidents' Day, and Good Friday.

Subd. 1. Weekend and Summer Holidays:

For employees working four (4) ten (10) hour days during the summer, when Juneteenth or the Fourth of July falls on a Friday or Saturday, the prior Thursday shall be observed as the holiday. When Juneteenth or the Fourth of July falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a regularly scheduled student or work day, only 8 hours of holiday pay will be granted.

Subd. 2. School in Session:

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

Subd 3. Application:

In order to be eligible for holiday pay, an employee must have worked, or be contracted to work, a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

Subd 4. Eligibility:

Holiday benefits as defined in this Article shall apply only to regular full-time, twelve month employees, who work at least 40 hours per week on a regular basis and shall not apply to substitute, temporary, or part-time employees. Part-time employees employed less than an average of 40 hours per week or less than a twelve month year shall not be eligible for any benefits pursuant to this Article.

Subd 5. Floating Holiday:

Full-time custodial staff shall be afforded one additional "Floating" holiday to be taken on a day determined by mutual agreement between the employee and his or her immediate supervisor. In the event that President's Day is used as a school day or emergency makeup day, full-time custodial staff shall earn an additional floating holiday, for a total of (2) two. The District will not compensate eligible employees according to Section 7, in lieu of an additional floating holiday.

Subd. 6. Holiday Pay:

All hours worked on a paid holiday, as defined in Article X, Section 1, shall be paid at the rate of doubletime (2) times an employee's hourly rate of pay in addition to the holiday pay to which the employee is entitled.

Section 9. Vacation:

This Article shall apply only to employees who are regularly employed on a twelve (12) month basis.

Subd 1. Earned Vacation:

Full-time employees under these provisions shall accrue vacation days as follows:

One (1) year to six (6) years of service: 11 days. Thereafter one additional day of vacation will accrue for each year of service up to a maximum of twenty (20) days of vacation.

Employees who have accrued vacation may carry over 1/2 of that accrual into the next year. The carried over vacation must be used by January 1 following the year earned. If not used by that time, the vacation is lost.

Subd. 2. Application:

Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year but may be granted vacation time at the discretion of the School District.

If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the prorated pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' advance written notice of the resignation time. The scheduling of all vacation time shall be determined by the School District.

Section 10. Child Care Leave:

Subd. 1. A childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for childcare leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

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

Subd. 4. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

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

Subd. 5. An employee returning from childcare leave shall be re-employed in a position for which qualified unless previously discharged or placed on unrequested leave.

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

Subd. 7. Leave under this section shall be without pay or fringe benefits.

Section 11. Medical Leave:

Subd. 1. An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed for another six (6) months at the discretion of the School District.

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

Subd. 3. Requests to return early from an approved leave of absence are subject to approval at the discretion of the District.

Section 12. Family and Medical Leave:

FMLA leave shall be granted pursuant to applicable law.

Section 13. Insurance Application:

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise

provided in Section 5, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 2, Sick Leave, or supplemented by sick leave pursuant to Section 3, 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.

Section 14. 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.

Section 14. Eligibility:

Full leave benefits provided in this Article shall apply only to regular full-time employees and shall not apply to substitute or temporary employees. Part-time employees shall be eligible for partial benefits, pursuant to this Article, proportional to the extent of their employment.

Section 16. Leave Accounting:

All leaves shall be accounted for by using hours. For example: if any employee's normal day is 6 hours, then leaves would be accumulated at the rate of 6 hours per each leave day earned. Also, leave would be deducted by the number of hours actually missed. After the conversion each year, leave accumulated year to year will be in hours.

ARTICLE VIII-B: LEAVES OF ABSENCE (2024-2025)

Section 1. Leave of Absence Without Pay:

Leave without pay is not part of any categorical leave granted in this Master Agreement. Leave without pay not covered by statute will not be approved.

Section 2. Paid-Time-Off (PTO):

Subd. 1.: All employees will earn PTO at a rate of 1 hour for every 30 hours worked. On July 1st of each year PTO will be rolled over to the following year to a maximum of 80 hours. All PTO must be used before banked leave days can be accessed. Banked leave days may only be used for illness.

- a. Employees who experience an illness, injury, or parental leave that results in an absence for more than three consecutive contract days will access their leave bank on the fourth (4th) consecutive day and beyond. The employee may be required to present a doctor's certification to invoke this clause.

- b. Under unusual circumstances and at the discretion of the Superintendent, employees who have already used their paid time off days who have had a death in the family may apply for consideration of bereavement leave. If the employee has no banked time accrued, the Superintendent may approve up to three (3) days without pay. The decision of the Superintendent in either of these conditions is final and not open to the grievance process.

Subd. 2. Paid time off shall be approved only upon submission of a paid time off request setting out the dates claimed off to the Superintendent, and his/her building Principal via SmartER time off management system. Leave requests are to be made prior to the requested day. Employees may request increments of one (1) hour of paid time off. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above.

Subd. 3. Use of banked leave is leave with pay which shall be allowed by the School District whenever an employee's absence is found to have been due to illness, injury or disability which prevents the employee's attendance at school, and the employee has already used all of their paid-time-off. Use of this leave includes personal illness or disability. Employees may also use banked leave for absences due to illness or disability of the employee's immediate family or spouse's immediate family as mother, father, sister, brother, wife, husband, partner, son, daughter, grandparents or grandchildren. The school district may require the employee to furnish satisfactory evidence that absence was by reason of illness, injury or disability which prevented his or her attendance on that day or days. A certificate from a qualified physician stating that the employee's absence was due to illness or disability may be required as seen necessary by the School District. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of paid time off taken under this provision must be used simultaneously with any period of leave for which the employee is eligible under the Family and Medical Leave Act.

Subd. 4. An employee will accrue paid time off during the school year. If not used during the school year. If the employee reaches the maximum eighty (80) hours, any hours accumulated over the 80 will then be added to their accumulated sick bank.

At the end of the school year, a maximum of one hundred thirty-seven days (137) days of leave will be carried forward to the next year.

Subd. 5. If an employee has requested paid time off and an E-Learning Day event occurs, the employee may be credited the paid time off if they choose to work remotely or come in for the day.

Subd. 6. In the event of a traditional snow day, the employee is not required to report to work, (exception: custodial and maintenance staff), those that requested and were granted paid time off on that day, will not have the day deducted from their paid time off balance.

Subd. 7. Paid time off may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability. An unpaid leave for childcare purposes may be granted at the discretion of the School District.

Section 3. Vacation:

This Article shall apply only to employees who are regularly employed on a twelve (12) month basis.

Subd 1. Earned Vacation:

Full-time employees under these provisions shall accrue vacation days as follows:

One (1) year to six (6) years of service: [11 days]. Thereafter one additional day of vacation will accrue for each year of service up to a maximum of twenty (20) days of vacation.

Employees who have accrued vacation may carry over 1/2 of that accrual into the next year. The carried over vacation must be used by January 1 following the year earned. If not used by that time, the vacation is lost.

Subd. 2. Application:

Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year but may be granted vacation time at the discretion of the School District.

If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the prorated pay for unused vacation time provided such employee provides the District with at least two (2) weeks' advance written notice of the resignation time. The scheduling of all vacation time shall be determined by the School District

Section 4. Paid Holidays:

Regular full-time, twelve-month employees shall be granted the following paid holidays: New Year's Day, Christmas Day, Juneteenth, Labor Day, Memorial Day, Fourth of July, Thanksgiving Day, Presidents' Day, and Good Friday.

Subd. 1. Weekend and Summer Holidays:

For employees working four (4) ten (10) hour days during the summer, when the Fourth of July falls on a Friday or Saturday, the prior Thursday shall be observed as the holiday. When the Fourth of July falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a regularly scheduled student or work day, only 8 hours of holiday pay will be granted.

Subd. 2. School in Session:

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

Subd 3. Application:

In order to be eligible for holiday pay, an employee must have worked, or be contracted to work, a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

Subd 4. Eligibility:

Holiday benefits as defined in this Article shall apply only to regular full-time, twelve month employees, who work at least 40 hours per week on a regular basis and shall not apply to substitute, temporary, or part-time employees. Part-time employees employed less than an average of 40 hours per week or less than a twelve month year shall not be eligible for any benefits pursuant to this Article.

Subd 5. Floating Holiday:

Full-time custodial staff shall be afforded one additional "Floating" holiday to be taken on a day determined by mutual agreement between the employee and his or her immediate supervisor. In the event that President's Day is used as a school day or emergency makeup day, full-time custodial staff shall earn an additional floating holiday, for a total of (2) two. The District will not compensate eligible employees according to Section 7, in lieu of an additional floating holiday.

Subd. 6. Holiday Pay:

All hours worked on a paid holiday, as defined in Article VIII-B, Section 4, shall be paid at the rate of one and one-half (1.5) times an employee's hourly rate of pay in addition to the holiday pay to which the employee is entitled.

Section 5. 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.

Section 6. Jury Duty:

Employees called to perform jury duty during the school year will inform the superintendent in writing and agree to return the pay for the jury duty to the School District. The employee will keep mileage and meal expenses. Full pay will be given to the employee by the District for work days missed for jury duty

Section 7. Child Care Leave:

Subd. 1. A childcare leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making an application for childcare leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

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

Subd. 4. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

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

Subd. 5. An employee returning from childcare leave shall be re-employed in a position for which qualified unless previously discharged or placed on unrequested leave.

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

Subd. 7. Leave under this section shall be without pay or fringe benefits.

Section 8. Medical Leave:

Subd. 1. An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed for another six (6) months at the discretion of the School District.

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

Subd. 3. Requests to return early from an approved leave of absence are subject to approval at the discretion of the District

Section 9. Family and Medical Leave:

FMLA leave shall be granted pursuant to applicable law.

Section 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 5, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 2, Sick Leave, or supplemented by sick leave pursuant to Section 3, 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.

Section 11. 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.

Section 12. Eligibility:

Full leave benefits provided in this Article shall apply only to regular full-time employees and shall not apply to substitute or temporary employees. Part-time employees shall be eligible for partial benefits, pursuant to this Article, proportional to the extent of their employment.

Section 13. Leave Accounting:

All leaves shall be accounted for by using hours. For example: if any employee's normal day is 6 hours, then leaves would be accumulated at the rate of 6 hours per each leave day earned. Also, leave would be deducted by the number of hours actually missed. After the conversion each year, leave accumulated year to year will be in hours.

ARTICLE IX: HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week:

The workweek for regular full-time employees, shall be eight (8) hours per day and forty (40) hours per week.

Section 2. 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.

Section 3. Shifts and Starting Time:

All employees will be assigned starting time and shifts as determined by the School District. If the District shifts a start time for any employee, they must give at least a 4-day notice whenever possible to the employee and the Union.

Section 4. Lunch Period:

Employees who work over four (4) hours per day shall receive a one-half hour lunch break to be taken as an unpaid break.

Section 5. School Closings:

When the District has a late start or an early out for any reason the employees shall be paid for their regular full work day. When School is canceled for an entire day, for any reason, the employee will not suffer any pay deduct but shall be paid their regular pay as that day shall be made up on a future date. If the District, in its discretion, determines not to make up a day the employees shall not suffer a loss in pay. Employees will not have fringe benefits reduced due to loss of hours from circumstances described in this section.

Section 6. Call Backs:

Employees called back to work for emergencies or at the discretion of the District will be paid for a minimum of two (2) hours worked. All call back work will be paid at the overtime rate. The District retains the right to move regular shifts as needed. In the event a shift is moved, call back payment will not be paid.

Section 7. Boiler/Dialer Checks:

Employees who are responsible for making boiler or dialer checks outside of normal work hours shall be paid a minimum of two (2) hours at overtime rate.

Section 8. Summer Work Hours:

Employees who work through the summer may be permitted, at the District's discretion, to work an alternate schedule of four (4) ten (10) hour days.

Section 9. Mandated Training:

Employees will be provided with eight (8) hours of paid training including safety training prior to the start of the school year. Six of these hours need to be prior to the school year. Employees required to attend State mandated or School District assigned safety or training seminars shall be paid to attend upon written authorization by the Superintendent of Schools. Within five (5) days of beginning work with a student on an Individualized Education Plans (IEP), the assigned paraprofessional must be given paid time during the school day to review a student's IEP or be briefed on the students by appropriate staff.

Section 10. E-learning Days:

When the district shifts to e-learning school support staff will receive their expected pay whether they report to the school building, work from home or an alternative location.

ARTICLE X: DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period:

An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) calendar months from the date of hire 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.

Section 2. Probationary Period: Change of Classification:

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of one (1) calendar month in any such new classification. During this one (1) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period:

An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date:

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be tied. Ties shall be broken by the School District, based on an evaluation of the employee's qualifications and performance.

Section 5. Seniority List:

A seniority list will be posted by October 1. Copies will be furnished to the President and Secretary of the Union. Employees will have 20 calendar days in which to make corrections. Any unresolved corrections shall be subject to the grievance procedure.

Section 6. Discipline:

Both parties agree that the purpose of disciplinary action is to correct rather than punish. Accordingly, the School District will only discipline employees for just cause. Except in severe cases, disciplinary action or measures shall include the following:

- ◆ oral reprimand

- ❖ written reprimand
- ❖ suspension (notice to be given in writing)
- ❖ discharge

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure.

If the School District has reason to reprimand an employee, an attempt will be made to do it in a manner that will not embarrass the employee before other employees or in public.

Section 7. Near Miss at Railroad Crossing:

Subd. 1. Bus drivers, who are found to have been involved in a “Near Miss” involving a train at a railroad crossing, while driving a school bus with no students on board, as reported or confirmed by railroad personnel involved, shall be subject to a suspension without pay for up to thirty (30) working days.

Subd. 2. Bus drivers, who are found to have been involved in a “Near Miss” involving a train at a railroad crossing, while driving a school bus with students on board, as reported or confirmed by railroad personnel involved, shall be subject to a minimum suspension without pay of thirty (30) working days, up to immediate discharge for cause.

Subd. 3. Suspension shall take effect upon the driver’s receipt of written notification from the superintendent of schools to the driver, stating the grounds of the suspension together with a statement that the driver may make a written request within five (5) calendar days after receipt of such notification for a hearing before the School Board to review the suspension. If no hearing is requested within such five (5) calendar day period, it shall be deemed acquiescence by the driver to the suspension.

Subd. 4. If the driver requests a hearing within the five (5) calendar day period, the hearing shall take place within ten (10) calendar days after receipt of the request for hearing. At the option of the School Board, the hearing may be by a committee or a designated representative of the School Board. The School Board reserves the right to affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the driver shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the School Board. The driver shall be notified of the date, time and place of the hearing and the School Board shall issue its decision within ten (10) calendar days after the conclusion of the hearing.

Subd. 5. The decision of the School Board shall be subject to the grievance procedure as provided in the Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the superintendent within five (5) calendar days after receipt of the School Board’s decision.

ARTICLE XI: BUS DRIVERS: SPECIAL WORK CONDITIONS

Section 1: Licenses/Physical Exam:

Drivers shall incur the expense of their CDL license; the district shall pay for the required physical exams.

Section 2: Extra Curricular Trips:

- A. The base pay for extra curricular trips shall be \$20.00 per trip plus an hourly rate equivalent to Lane I, Step 5 each year.
- B. All contracted drivers will have the first option of extra-curricular trips as long as it does not interfere with the regular route of the driver.

Section 3. Leave Time:

In 2023-2024, Each driver shall be allowed 10 days (40 hours) sick leave per year. This leave may be used for personal illness of the driver and for serious illness or death of a member Sick leave may accumulate to a total of 137 days (548 hours).

In 2024-2025, each driver shall accrue PTO based on Article VIII-B.

Section 4. Shuttles:

- A. Day Shuttle - Designated morning buses that transport high school students from Brooten school to Belgrade school.
- B. Day Shuttle - Designated afternoon buses that transport high school students from Belgrade school to Brooten school.
- C. Late Shuttle - Designated late afternoon buses that transport students' home after activities.
 - 1) Brooten Shuttle – Transport students from Brooten activities to Belgrade school and back to Brooten school.
 - 2) Elrosa Shuttle – Transport students from Belgrade through Elrosa area and from there back to Brooten.

ARTICLE XII: SENIORITY / REDUCTION IN FORCE

Section 1. Layoffs:

The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force. In the event of a layoff, employees shall be laid off according to the inverse order of seniority within classification.

An employee on layoff shall retain seniority and right to recall, within classification, in seniority order for a period of twelve (12) months after the date of layoff. Notice of Recall shall be sent to employees at their last known address by registered or certified mail. If the employee fails to respond in writing to the District within ten (10) working days from the date of mailing of Notice of Recall, the employee shall be considered to have resigned.

Section 2. Classification / Seniority:

For the purposes of the initial Agreement, employees shall be classified in the position they currently occupy and shall be placed on the salary schedule based on their years of service in the District, with those years accruing from their first date of continuous service in the District and shall be considered to have seniority in that classification accruing from their first date of continuous service in the District.

In the event an employee changes classification, placement on the salary schedule shall be determined by the School District based on qualifications and experience, but in no case shall be less than the employee's current rate of pay.

In changing classification, the employee may transfer accrued seniority, such that the transferring employee's seniority shall not exceed that of the least senior incumbent in that classification.

Section 3. Temporary Assignments:

An employee who is assigned to work in a higher paid classification for ten (10) days or more will be paid at the next higher rate of pay within that classification than they are currently earning, such pay being retroactive to the first day worked. Seniority will be accrued in the employee's permanent classification.

Section 4. Posting of Vacancies:

Notices of all vacancies and newly created positions shall be posted on employee bulletin boards and the employees, to the extent possible, will be given advance notice in which to make application to fill the vacancy or new position. Newly created positions or vacancies will appear as advertised in all publications. Notices of vacancies occurring during the summer will be by insert in the employee's pay envelope.

ARTICLE XIII: GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" shall mean an allegation resulting in a dispute or disagreement as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representatives:

Either party may be represented during any step of the grievance procedure by any person or agent designed to act on his/her behalf.

Section 3. Procedure:

VERBAL – within five (5) working days for personal leave or fifteen (15) working days for other parts of this Agreement, or knowledge of the problem, the grievant (individuals, groups, or the association with the same dispute or disagreement upon the individual's written permission) shall meet with the supervisor, alone or with a representative, to resolve the grievance. The supervisor has five (5) working days to answer the grievance.

Step 1: If the complaint is not resolved within five (5) working days by the foregoing procedure, the grievance shall be reduced to writing and signed by the grievant and a member of the employee committee and presented to the supervisor. The supervisor shall, within five (5) working days, meet with the grievant and/or a committee member in an attempt to resolve the matter. The supervisor shall have five (5) working days to reduce his answer to writing and present it to the grievant.

Step 2: If the complaint has not been resolved to the satisfaction of the grievant in Step 1, the grievant and/or employee representative shall have five (5) working days from the time he/she received the written answer to appeal the grievance with the school superintendent in Step 2. The school superintendent will hold a meeting with the grievant and/or employee representative within five (5) working days and shall give a written decision to the grievant.

Step 3: If the complaint has not been resolved to the satisfaction of the grievant in Step 2, the grievant and/or the employee representative shall have five (5) working days from the time he/she received the written answer to appeal the grievance to the Clerk of the School Board requesting a meeting to discuss the matter; or the grievance shall be considered resolved unless emergency prevents reply, in which case five (5) additional working days can be granted. The Board shall at the next scheduled meeting meet with the employee committee. The Board shall have ten (10) working days to render a decision, or the matter will rest in favor of the grievant. At this point, either party may request arbitration services to review the grievance.

Section 4. Arbitration Procedures:

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1 Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Step III of the grievance procedure.

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

Subd. 3 Selection of Arbitrator: Upon the proper submission of a grievance under terms of this procedure, the parties shall, 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 170.70, Subd. 4, providing that such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the superintendent, the submission of the grievance which shall include the following:
 - (1) The issues involved.
 - (2) Statement of the facts.
 - (3) Position of the grievant.
 - (4) The written documents relating to Section 5, Article XV of the grievance procedure. The School District shall make a similar submission of information relating to the grievance with a copy to the exclusive representative.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator; and both parties may be represented by such person or persons as they may choose and designate; and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing *de novo*.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. 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 by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein.

Subd. 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 the Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under the Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to the Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Subdivision shall not apply to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE IX: 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 to 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 or 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 XV: DURATION

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect from July 1, 2023, through June 30, 2025, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give notice of such intent no later than 60 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to the 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 the Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality:

Any matters relating to the terms and conditions of employment referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual agreement of the parties, or unless it is determined by the *Minnesota Department of Employee Relations* that the compensation plan herein is not in compliance with the *Local Government Pay Equity Act*. This would necessitate reopening the contract to renegotiate only those items necessary to bring the compensation plan into compliance.

Section 4. Severability:

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

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

FOR: **Minnesota Council 65, AFSCME,**
AFL, CIO Local Union 2573

FOR: **Independent School District #2364**



AFSCME Staff Representative



Chairperson



President





Clerk

Dated: 5 Day of August, 2024

Dated: 2 Day of August, 2024

**APPENDIX A:
WAGE TABLES:**

LONGEVITY SCHEDULE		
	23-24	24-25
9-12 Years	\$0.50	\$0.75
13-15 Years	\$0.75	\$1.00
16-20 Years	\$1.00	\$1.25
21-25 Years	\$1.25	\$1.50
25+ years	\$1.50	\$1.75

BUS DRIVERS					
	Base/Month	Per Mile/Month	Shuttle/Route	Late Shuttle/Route	Longevity
2023-2024	\$1,270.00	\$9.00	\$16 + \$16	\$31.00	5-8 years: \$20
2024-2025	\$1,270.00	\$11.00	\$17 + \$17	\$32.00	9-12 years: \$40
					13+ years: \$60

Schedule A: 2023-2024

STEPS	VAN DRIVER	HQ PARA	GENERAL SECRETARY	CUSTODIAN	MAINTENANCE	PRINCIPAL SECRETARY	NETWORK TECHNICIAN	MECHANIC
	PARA				TECH. MAIN.			RN NURSE
1		\$15.13	\$16.40	\$16.92	\$17.46	\$18.51	\$19.31	\$20.90
2	\$14.92	\$15.45	\$16.72	\$17.24	\$17.77	\$18.83	\$19.63	\$21.22
3	\$15.24	\$15.77	\$17.04	\$17.56	\$18.09	\$19.15	\$19.95	\$21.53
4	\$15.56	\$16.09	\$17.35	\$17.88	\$18.41	\$19.47	\$20.26	\$21.85
5	\$15.83	\$16.36	\$17.67	\$18.17	\$18.73	\$19.78	\$20.58	\$22.17
6	\$16.09	\$16.62	\$17.99	\$18.51	\$19.05	\$20.10	\$20.90	\$22.49
7	\$16.36	\$16.89	\$18.31	\$18.83	\$19.36	\$20.42	\$21.22	\$22.80
8	\$16.63	\$17.16	\$18.62	\$19.15	\$19.68	\$20.74	\$21.53	\$23.12
9	\$16.89	\$17.42	\$18.94	\$19.47	\$20.00	\$21.05	\$21.85	\$23.44
10	\$17.09	\$17.62	\$19.26	\$19.78	\$20.32	\$21.37	\$22.17	\$23.76
11	\$17.35	\$17.88	\$19.58	\$20.10	\$20.63	\$21.69	\$22.49	\$24.07
12	\$17.88	\$18.41	\$20.21	\$20.74	\$21.27	\$22.32	\$23.12	\$24.71

Schedule B: 2024-2025

STEPS	VAN DRIVER	HQ PARA	GENERAL SECRETARY	CUSTODIAN	MAINTENANCE	PRINCIPAL SECRETARY	NETWORK TECHNICIA	MECHANIC
	PARA				TECH. MAIN.		N	RN NURSE
1	\$15.60	\$16.16	\$17.40	\$17.92	\$18.46	\$19.51	\$20.31	\$21.90
2	\$15.92	\$16.48	\$17.72	\$18.24	\$18.77	\$19.83	\$20.63	\$22.22
3	\$16.24	\$16.80	\$18.04	\$18.56	\$19.09	\$20.15	\$20.95	\$22.53
4	\$16.56	\$17.12	\$18.35	\$18.88	\$19.41	\$20.47	\$21.26	\$22.85
5	\$16.83	\$17.39	\$18.67	\$19.17	\$19.73	\$20.78	\$21.58	\$23.17
6	\$17.09	\$17.65	\$18.99	\$19.51	\$20.05	\$21.10	\$21.90	\$23.49
7	\$17.36	\$17.92	\$19.31	\$19.83	\$20.36	\$21.42	\$22.22	\$23.80
8	\$17.63	\$18.19	\$19.62	\$20.15	\$20.68	\$21.74	\$22.53	\$24.12
9	\$17.89	\$18.45	\$19.94	\$20.47	\$21.00	\$22.05	\$22.85	\$24.44
10	\$18.09	\$18.65	\$20.26	\$20.78	\$21.32	\$22.37	\$23.17	\$24.76
11	\$18.35	\$18.91	\$20.58	\$21.10	\$21.63	\$22.69	\$23.49	\$25.07
12	\$18.88	\$19.44	\$21.21	\$21.74	\$22.27	\$23.32	\$24.12	\$25.71