

Master Agreement

between

Independent School District No. 2149  
Glenwood, Minnesota

and the

Minnewaska Area Schools Non-Certified,  
AFSCME Council 65

July 1, 2018, through June 30, 2019

## TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	PURPOSE .....	4
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE .....	4
Section 1	Recognition .....	4
Section 2	Appropriate Unit.....	4
ARTICLE III	DEFINITIONS .....	4
Section 1	Terms and Conditions of Employment .....	4
Section 2	Description of Appropriate Unit.....	4
Section 3	District or School District.....	5
Section 4	Other Terms.....	5
ARTICLE IV	SCHOOL DISTRICT RIGHTS.....	5
Section 1	Inherent Managerial Rights .....	5
Section 2	School Board Responsibilities.....	5
Section 3	Effect of Rules, Regulations, Directives, and Orders.....	5
Section 4	Reservation of Managerial Rights .....	5
ARTICLE V	EMPLOYEE RIGHTS .....	5
Section 1	Right to Views.....	5
Section 2	Right to Join .....	6
Section 3	Request for Dues Checkoff .....	6
Section 4	Fair Share Fee.....	6
ARTICLE VI	RATES OF PAY .....	6
Section 1	Rates of Pay.....	6
Section 2	Withholding Salary Advancement .....	6
ARTICLE VII	403(b) MATCHING CONTRIBUTION PLAN .....	6
Section 1	Eligibility.....	6
Section 2	Amount of School District Contribution .....	7
Section 3	Vendors .....	7
Section 4	Notice of Participation.....	7
Section 5	Payment .....	7
Section 6	Unpaid Status .....	7
Section 7	Lifetime Limitation .....	7
Section 8	Applicable Statutes.....	7
ARTICLE VIII	GROUP INSURANCE.....	8
Section 1	Selection of Carrier .....	8
Section 2	Eligibility.....	8
Section 3	Health and Hospitalization Insurance (VEBA/HSA and LTD) Single Coverage .....	8
Section 4	Group Life and AD&D.....	8
Section 5	Long Term Disability Insurance (LTD) .....	8
Section 6	Claims Against the School District .....	8
Section 7	Duration of Insurance Contribution .....	8
ARTICLE IX	LEAVES OF ABSENCE .....	9
Section 1	Sick Leave .....	9
Section 2	Workers' Compensation .....	9

Section 3	Bereavement Leave .....	10
Section 4	Child Care Leave .....	10
Section 5	Family and Medical Leave (FMLA) .....	11
Section 6	Jury Service .....	11
Section 7	Military Leave .....	11
Section 8	Insurance Application.....	11
Section 9	Credit .....	11
Section 10	Union Leave .....	12
Section 11	Public Office.....	12
ARTICLE X	HOURS OF SERVICE AND DUTY YEAR .....	12
Section 1	Basic Work Week.....	12
Section 2	Basic Work Year .....	12
Section 3	Part-time Employees .....	12
Section 4	Full-time Employees .....	12
Section 5	Substitute Employees .....	12
Section 6	Sub-Contracting.....	12
Section 7	Shifts and Starting Time.....	12
Section 8	Lunch Period .....	12
Section 9	School Closing .....	12
Section 10	Overtime .....	13
Section 11	Resignations .....	13
Section 12	Break Periods .....	13
ARTICLE XI	PERSONAL LEAVE .....	13
Section 1	Personal Leave .....	13
ARTICLE XII	DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD.....	13
Section 1	Probationary Period.....	13
Section 2	Probationary Period, Change of Classification .....	13
Section 3	Completion of Probationary Period.....	13
Section 4	Discipline.....	14
ARTICLE XIII	GRIEVANCE PROCEDURE .....	14
Section 1	Definitions .....	14
Section 2	Representation .....	14
Section 3	Interpretations.....	15
Section 4	Time Limitation and Waiver .....	15
Section 5	Resolution of Grievance.....	15
Section 6	Denial of Grievance.....	16
Section 7	Arbitration Procedures .....	16
Section 8	Election of Remedies and Waiver .....	17
ARTICLE XIV	DURATION .....	17
Section 1	Terms and Reopening Negotiations .....	17
Section 2	Effect .....	18
Section 3	Finality.....	18
Section 4	Severability.....	18

Schedule A

**ARTICLE I  
PURPOSE**

This Agreement is entered into between Independent School District No. 2149, Glenwood, Minnesota, hereinafter referred to as the District or the School District, and the Local No. 2022, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the exclusive representative or union, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with PELRA, the School District recognizes Local No. 2022, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO as the exclusive representative for all non-certified classroom and student assistants, paraprofessionals, media assistants, and EBD techs, excluding cooks, secretaries, certified, and all other employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the School District as defined in ARTICLE III, Section 2, below and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS) Case No. 14PCE0799.

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** The term “terms and conditions of employment” means the hours of employment, the compensation thereof, including fringe benefits, except retirement contributions or benefits other than school district payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of PELRA.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the word/term Employee shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee’s bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in a calendar year, unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, head cooks and emergency employees.

**Section 3. District or School District:** For purposes of administering this Agreement, the word/term “District/School District” shall mean the School Board or its designated representative(s).

**Section 4. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by PELRA.

#### **ARTICLE IV SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

**Section 2. School Board Responsibilities:** The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

**Section 3. Effect of Rules, Regulations, Directives, and Orders:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to school board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

#### **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding 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 Join:** Pursuant to 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 such employees.

**Section 3. Request for Dues Check-off:** The School District agrees to deduct from the Employee's paycheck each month the dues and other Union approved deductions of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union on a monthly basis.

**Section 4. Fair Share Fee:** In accordance with PELRA, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative in accordance with Minnesota Statute § 179A.06.

## **ARTICLE VI RATES OF PAY**

### **Section 1. Rates of Pay:**

**Subd. 1. Rates of Pay:** The salaries reflected in Schedule A shall be a part of the Agreement for the period commencing July 1, 2018, to June 30, 2019 which reflects a 6% general wage increase effective July 1, 2018, with steps for eligible employees.

**Subd. 2. Status of Salary Schedule:** For the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is fully ratified, and any change in compensation shall only be effective as of the date the successor Agreement is fully ratified and prorated from that date forward.

**Section 2. Withholding Salary Advancement:** An individual employee's salary advancement is subject to the right of the School Board to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

## **ARTICLE VII 403(b) MATCHING CONTRIBUTION PLAN**

**Section 1. Eligibility:** Pursuant to the provisions of M.S. 123B.02, Subd. 15., and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has completed at least three consecutive years of working experience in the School District and who is employed an average of at least 20 hours per week. Employees working less than an average of 20 hours per week are not eligible for benefits contained in this Article.

**Section 2. Amount of School District Contribution:** Eligible employees, after completion of their third consecutive year of working experience in the School District, shall be eligible for an annual school district matching contribution as follows:

<u>Years of Service</u>	<u>Maximum Matching Contribution</u>
3-7	up to \$ 400.00
8-12	up to \$ 600.00
13-17	up to \$ 800.00
18+	up to \$1,100.00

**Section 3. Vendors:** Participation in the benefits of this article is limited only to employees who select one of the following vendors:

*PFS/PRMERICA*  
*AIG VALIC*  
*HORACE MANN LIFE*  
*ESI EDUCATION MINNESOTA*  
*AXA EQUITABLE*  
*AMERIPRISE FINANCIAL SERVICES, INC.*  
*AMERICAN FUNDS (THROUGH 403bASP)*  
*THRIVENT FINANCIAL*  
*EDWARD JONES (403bASP)*

**Section 4. Notice of Participation:** To be eligible for the provisions of this article, an employee must notify the School District, in writing, by September 1, of his/her intention to participate in this matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the School District, in writing, otherwise.

**Section 5. Payment:** The employee's contribution shall be made by payroll deduction

**Section 6. Unpaid Status:** An employee on unpaid leave status may not participate in the provisions of this article.

**Section 7. Lifetime Limitation:** The maximum lifetime school district contribution to any employee pursuant to this article shall be in the amount of \$15,000.00 and, upon reaching this maximum, the employee shall no longer be eligible for school district contributions.

**Section 8. Applicable Statutes:** The provisions of this article are subject to all limitations relating to such plans as provided by federal and state laws.

**ARTICLE VIII  
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. Eligibility:** Full benefits provided in this article are designed for employees who are employed an average of at least 20 hours per week. Employees working less than an average of 20 hours per week are not eligible for benefits contained in this Article. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

**Section 3. Health and Hospitalization Insurance (VEBA/HSA and LTD) Single Coverage:** The School District shall contribute a sum not to exceed the following amounts per year toward the premium for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan:

**July 1, 2018, to June 30, 2019**

11 Month	\$5,254.00
10 Month	\$4,752.00
9 Month	\$4,249.00

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employee must earn enough to cover the cost of the benefits they elect.

**Section 4. Group Life and AD&D:** The School District will provide term life coverage in the amount of \$25,000 and accidental death and disability coverage in the amount of \$25,000 for all employees at the School District's expense.

**Section 5. Long Term Disability Insurance (LTD):** LTD is provided for employees working over 600 hours per year. Employees working less than 600 hours per year do not qualify for this benefit. The maximum district contribution is \$96.00 per year, which is deducted from the benefit listed above in Section 3.

**Section 6. Claims Against the School District:** The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 7. Duration of Insurance Contributions:** An employee is eligible for school district contribution as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all school district contributions shall cease.



**ARTICLE IX  
LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

**REMINDER:** Before taking an unpaid leave of absence, employees must exhaust all leave time available to them. However, employees may retain one day leave for emergency situations (from their sick leave or personal leave, but not both).

**Subd. 1. Earning:** An employee shall earn 13 days per year of sick leave worked in the employment by the School District. A day shall be defined as the average number of hours worked by the employee on a regular basis. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year except employees who work less than four hours per day who are excluded from sick leave benefits.

**Subd. 2. Accumulation:** Unused sick leave days may accumulate to a maximum of 1,040 hours of sick leave per employee.

**Subd. 3. Use:** Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days and otherwise in accordance with M. S. § 181.9413.

**Subd. 4. Medical Certificate:** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, 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 if the medical certificate indicates the leave was not due to illness/disability. In the event that a medical certificate will be required, the employee will be so advised. The School District will have the right to request a medical certificate after the employee has been absent for at least three consecutive days.

**Subd. 5. Deduction:** Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

**Subd. 6. Approval:** Sick leave pay may be approved only upon the employee's submission of a proper request.

**Section 2. Workers' Compensation:**

**Subd. 1.** Upon a written request of an employee who is absent from work as a result of Compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

**Subd. 2.** A deduction shall be made for the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave, which are used to supplement worker's compensation.

**Subd. 3.** Such payment shall be paid by the School District to the employee only during the period of disability.

**Subd. 4.** In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

**Subd. 5.** An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this section shall submit to the School District Human Resource office his/her workers' compensation check, endorsed to the School District, prior to receiving payment from the school district for his/her absence.

**Section 3. Bereavement Leave:** Subject to the discretion of the Superintendent, up to five days of leave may be allowed, the days to be deducted from sick leave, for death in a full-time employee's immediate family. "Immediate family" is defined as the employee's spouse, child, step child, parent, mother-in-law or father-in-law, brother, sister, son-in-law or daughter-in-law, brother-in-law or sister-in-law, grandparent, grandchild, nephew, niece, aunt, uncle, or other relative who was living in the same household as the employee.

**Section 4. Child Care Leave:**

**Subd. 1. Use:** A child care leave may be granted by the School District, subject to the provisions of this section, to one employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

**Subd. 2. Request:** An employee making application for child care leave shall inform the Superintendent in writing of the request to take the leave at least three calendar months before commencement of the intended leave. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a childcare leave.

**Subd. 3. Medical Statement:** An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

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

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

**Subd. 5. Reinstatement:** An employee returning from child care leave shall be reinstated in a position for which he/she is qualified unless previously discharged or laid off.

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

**Subd. 7. Salary and Fringe Benefits:** Leave under this section shall be without pay or fringe benefits. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section.

**Subd. 8. Probationary employees:** The parties agree that the application periods of probation for employees are intended to be periods of actual service enabling the District to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

**Section 5. Family and Medical Leave (FMLA):** FMLA leave shall be granted, when appropriate, pursuant to applicable law.

**Section 6. Jury Service:** Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between jury duty (except travel allowance) and their regular wage.

**Section 7. Military Leave:** Military leave shall be granted pursuant to applicable law.

**Section 8. Insurance Application:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave from the School District under Section 1 above or supplemented by sick leave pursuant to Section 2 above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

**Section 9. 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 began. No credit shall accrue for the period of time that an employee was on unpaid leave.

**Section 10. Union Leave:** Employees will be provided reasonable time off without pay to elected officers or appointed representatives of the exclusive representative in accordance with Minnesota Statute § 179A.07.

**Section 11. Public Office:** An unpaid leave of absence for a mutually agreed upon time may be granted in accordance with law for employees seeking public elected office.

## **ARTICLE X HOURS OF SERVICE AND DUTY YEAR**

**Section 1. Basic Work Week:** The employee's basic work week, exclusive of lunch, shall be prescribed by the School District.

**Section 2. Basic Work Year:** The employee's basic work year shall be prescribed by the School District.

**Section 3. Part-time Employees:** The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

**Section 4 Full-time Employees:** To be considered a full-time employee the employee shall be employed for a minimum of 30 hours a week exclusive of lunch.

**Section 5 Substitute Employees:** The District reserves the right to employ such personnel as it deems desirable or necessary on a substitute basis or casual basis.

**Section 6. Sub-Contracting:** The School District may sub-contract bargaining unit work after providing the exclusive representative with written notice and the opportunity for discussion with the School District.

**Section 7. Shifts and Starting Times:** All employees will be assigned starting times and shifts as recommended by the principals or supervisors and approved by the School District.

**Section 8. Lunch Period:** Full-time employees shall be provided a duty-free lunch period of at least 30 minutes, unless duties are required during the lunch period, then the lunch period will be paid.

**Section 9. School Closing:** In the event that school starts late or is released early, employees shall not suffer a loss in pay. In the event school is closed for any entire day for any reason and the school district does not require employees to perform services, the employees shall have the choice of utilizing accumulated leave to cover the day, take the day as no-pay, or make up the hours through work approved in advance by the Principal. Make-up work assignments will be consistent

with, or complimentary to, the employee's job assignment. Employees will be held harmless when the school day is affected by weather.

Employees will only be paid for their missed time if they are not able to make up the time at the end of the school year.

For school days scheduled with an early dismissal, School District will provide trainings/professional development that the employees will be paid for. If nothing is provided for employees to make up their time, then the School District will pay for the missed time. If the employee chooses not to participate in activities to make up their time, they will not be paid.

**Section 10. Overtime:** All hours worked in excess of 40 hours per work week shall be compensated at a rate of time and one-half the employee's regular rate of pay.

**Section 11. Resignations:** All employees who wish to leave their position must submit a written resignation two weeks in advance unless a lesser number of days are mutually agreed upon.

**Section 12. Break Periods:** All employees who work a daily shift of six (6) hours or more shall receive a paid fifteen (15) minute break period (to be taken at the discretion of the employee during a time that doesn't interfere with their duties).

## **ARTICLE XI PERSONAL LEAVE**

**Section 1. Personal Leave:** Employees shall be provided 3 personal leave days per year to use for matters that cannot be scheduled outside of the regular working day. A request for a personal leave must be submitted to the employee's immediate supervisor for his/her approval prior to submitting a request to the Superintendent. Employees must provide at least one week of notice prior to utilizing personal leave whenever practicable. A denial of a request to utilize a personal day shall not be subject to the grievance procedure. Personal leave days utilized are deducted from an employee's accumulated sick leave. Personal leave days may not be carried over from year to year, but will be available to the employee at the beginning of the contractual year.

## **ARTICLE XII DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

**Section 1. Probationary Period:** An employee shall serve a probationary period of 90 working days of 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. 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 regarding 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 three calendar months in any such new classification. During this three-month probationary period, if the School District determines 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 just cause.

**Section 4. Discipline:** The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. An oral reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration. Grievances stemming from the termination of an employee may skip grievance Levels I and II.

### **ARTICLE XIII GRIEVANCE PROCEDURE**

#### **Section 1. Definitions:**

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

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

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

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

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

**Section 2. Representation:** The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party’s behalf.

**Section 3. Interpretations:**

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

**Subd. 2. Computation of Time:** In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

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

**Section 5. Resolution of Grievance:** The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

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

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

after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

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

**Subd. 4. Level IV:** By mutual agreement of the parties, the grievance shall be submitted to mediation with the Bureau of Mediation Services prior to arbitration. A joint request for mediation shall be submitted to the BMS within 10 days of notification of a decision at Level III.

**Section 6. Denial of Grievance:** Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

**Section 7. Arbitration Procedures:** In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved grievant(s), and such request must be filed in the office of the Superintendent within ten days following the decision in Level III above.

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

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, either party may request the Commissioner to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such request is made within 20 days after the request for arbitration. Within ten days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

**Subd. 4. Hearing:** The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing, at which time both parties will have the opportunity to



submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 5. Decision:** Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

**Subd. 6. Expenses:** Each party shall bear its own expenses 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 the 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. However, the party ordering a copy of such transcript shall pay for such a copy.

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

**Section 8. Election of Remedies and Waiver:** A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

**ARTICLE XIV  
DURATION**

**Section 1. Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2019, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration date of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and school district policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

**Section 3. Finality:** Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, unless by mutual agreement.

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid by the legislature, a court of law or an arbitrator, it shall not affect any other provisions of this Agreement or the application of any provision.

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

For AFSCME Council 65 Local 2022

For the School District

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
AFSCME Staff Representative

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

**Schedule A**

**July 1, 2018-June 30, 2019**

	<b>Library Aide 1 PARA</b>	<b>Library Aide II Title I Tutor EBD Tech</b>
	<b><u>GRADE 5</u></b>	<b><u>GRADE 6</u></b>
<b>1</b>	\$11.82	\$12.61
<b>2</b>	\$12.03	\$12.83
<b>3</b>	\$12.24	\$13.04
<b>4</b>	\$12.46	\$13.25
<b>5</b>	\$12.67	\$13.46
<b>6</b>	\$12.88	\$13.67
<b>7</b>	\$13.30	\$14.10
<b>8</b>	\$13.52	\$14.31
<b>9</b>	\$13.73	\$14.52
<b>10</b>	\$13.94	\$15.08
<b>11</b>	\$14.15	\$15.65
<b>12</b>	\$14.63	\$16.21

Employees shall receive longevity payment according to the following schedule:

13-15 years of service	\$.25 added to base
16-20 years of service	\$.30 added to base
21-25 years of service	\$.35 added to base
After 25 years	\$.50 added to base