

LABOR AGREEMENT

between

MINNEWASKA I.S.D. #2149

Glenwood, MN

and

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



Representing
MENTAL HEALTH PRACTITIONERS

July 1, 2018 through JUNE 30, 2020

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Minnewaska ISD #2149 - Mental Health Practitioners

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LABOR AGREEMENT

between

MINNEWASKA I.S.D. #2149

and

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEE'S UNION, LOCAL NO. 320

ARTICLE 1. PURPOSE

This Agreement is entered into between Minnewaska Area School Board School District #2149, Glenwood, Minnesota, hereinafter called the SCHOOL DISTRICT, and the Minnesota Teamsters Public and Law Enforcement Employee's Union, Local No. 320, hereinafter called the UNION.

ARTICLE 2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

The School District recognizes the Union as the exclusive representative, under MN Statute, for all employees in the bargaining unit described as:

"All Mental Health Practitioners employed by Independent School District No. 2149, Glenwood, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential, and all other essential employees."

ARTICLE 3. DEFINITIONS

- Section 3.1 **UNION:** Minnesota Teamsters Public and Law Enforcement Employee's Union, Local No. 320.
- Section 3.2 **UNION MEMBER:** A member of the Minnesota Teamsters Public and Law Enforcement Employee's Union, Local No. 320.
- Section 3.3 **EMPLOYEE:** A person employed by the School District and assigned to a job classification by this Agreement.
- Section 3.4 **EMPLOYER:** Independent School District No. 2149 or its designated representative.
- Section 3.5 **SCHOOL DISTRICT:** Independent School District No. 2149 or its designated representative.
- Section 3.6 **UNION OFFICER:** An elected Steward(s) or appointed Business Agent of Teamsters Local No. 320.

Section 3.7 **PART-TIME EMPLOYEE:** An employee who has successfully completed the six (6) month probationary period, working less than full-time and who works fourteen (14) hours or more per week. All benefits shall be pro-rated based upon the hours worked, except as otherwise provided in this Agreement.

Section 3.8 **FULL-TIME EMPLOYEE:** An employee who has successfully completed the six (6) month probationary period, who regularly works forty (40) hours per week and at least one hundred eighty-three (183) days from September through June, excluding summer session.

Section 3.9 **ANNIVERSARY DATE:** Upon the date a person achieves permanent status in a job classification, their anniversary date shall relate back to the original date of hire within the bargaining unit.

Section 3.10 **OTHER TERMS:** Terms not defined by this Agreement shall have those meanings as defined in P.E.L.R.A.

ARTICLE 4. SCHOOL BOARD RIGHTS

Section 4.1 **Inherent Managerial Rights:** The Union 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 4.2 **Management Responsibilities:** The Union recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 4.3 **School District Authority:**

Subd. 1. The Union recognizes that all Employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by School District rules, regulations, directives and orders issued by the School District, provided that such rules, regulations, directives and orders are not inconsistent with the provisions of the Agreement or applicable State and Federal Statutes, Rules and Regulations having the force and effect of law.

Section 4.4 **Reservation of Managerial Rights:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE 5. EMPLOYEE RIGHTS

Section 5.1 **Right to Views:** The provisions of Minnesota Statutes §179A.06, Subd. 1 shall apply to right to views.

Section 5.2 **Right to Join:** The provisions of Minnesota Statutes §179A.06, Subd. 2 shall apply to right to join.

Section 5.3 **Dues Deduction and Fair Share Fee:** The provisions of PELRA shall apply to dues deduction and fair share fees.

Subd. 1. The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 5.4 **Union Representatives:** Duly authorized representatives of the Union may be permitted to transact official Union business on School property provided that this shall not interfere with or interrupt normal school operations, subject to prior approval from the School District or its designated representative.

Section 5.5 **Union Negotiating Committee Representatives:** An employee elected by the Union to serve on the Negotiation Committee representing the Union, shall suffer no loss of pay or fringe benefits. The Union shall reimburse the School District for those hours.

Section 5.6 **Union Indemnification:** The Union agrees to indemnify and hold the School District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the School District under the provisions of this Article.

Section 5.7 **Stewards:** The Union may designate two (2) employees within the bargaining unit as Stewards. The Union shall notify the School District in writing of the employees so designated, and of any changes in such positions.

Section 5.8 **New Employees:** The School District agrees to notify the Union of the hire of new employees covered by this Agreement.

Section 5.9 **Bulletin Board:** The School District shall make available to the Union space on a bulletin board for the posting of official Union notices and announcements in each of the schools. The bulletin board shall be placed in the employees' lounge.

ARTICLE 6. SALARY SCHEDULES AND RATES OF PAY

Section 6.1 Rates of Pay:

Subd. 1. Rates of Pay July 1, 2018 through June 30, 2019: Employees in step progression shall receive one step increase. Employees shall be paid at the salary rate for the period July 1, 2018 through June 30, 2019. (See Schedule A.)

Subd. 2. Rates of Pay July 1, 2019 through June 30, 2020: Employees in step progression shall receive a one step increase. Employees shall be paid at the salary for the period July 1, 2019 through June 30, 2020. (See Schedule A.)

Section 6.2 Lane Advancement (Movement Through Salary Schedule Based on Education:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the employee's assignment as determined by the Superintendent.

Subd. 2. Prior Approval: All credits in order to be considered for application on the salary schedule must be germane and approved by the Superintendent in writing prior to the taking of the course. The decision of the Superintendent is not subject to the grievance procedure.

Subd. 3. Effective Date: Qualified lane changes may occur twice every year provided evidence of qualified credits is submitted to the Superintendent's Office no later than September 5 or January 5. September 5 credits will begin on the first pay period of the regular school year. January 5 credits will begin on the first pay period in January. Credits submitted after September 5 or January 5 shall not be considered until the following adjustment period.

Subd. 4. Advanced Degree Program: In order for credits which are part of an advanced degree program to be considered for application on the salary schedule, the program must be germane and approved by the school district, in writing, prior to the commencement of the program. The decision of the Superintendent is not subject to the grievance procedure. An average grade of B must be maintained.

Subd. 5. CEU Training: For the purpose of meeting DHS certification requirements, the School District shall provide training at no cost to the employee. CEU training which is paid for by the School District shall not be applied for a lane change.

Section 6.3 **Experience:** A new employee who has had prior experience in the classification employed by the School District will be placed on the salary schedule as agreed between the Superintendent and the employee.

Section 6.4 **Compensation Pending Negotiation of Successor Agreement:** In the event a successor agreement is not entered into prior to the expiration date of this Agreement, an employee shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. Any negotiated increase in wages and/or benefits shall be retroactive to the beginning date of the labor agreement.

Section 6.5 **Mileage Reimbursement:** Employees shall be reimbursed for mileage at a rate that has been approved by the School Board.

ARTICLE 7. GROUP INSURANCE

Section 7.1 **Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 7.2 **Health and Hospitalization Single Insurance Coverage and Long Term Disability Insurance Coverage.** For the school year of 2018-2019, the employee is responsible for monthly increase. Insurance re-opener for 2019-2020.

Section 7.3 **Definition of Full-Time and Part-Time For Insurance Eligibility.**

Subd. 1. Full-Time Employees: A full-time employee who works equal to or more than eight (8) hours per day and no less than one hundred and eighty-three (183) days during the school year shall be eligible for full health and hospitalization benefits as set forth in Sections 7.1 and 7.2 above.

Subd. 2. Part-Time Employees: A part-time employee is an employee who work twenty (20) hours or more per week for one hundred and eighty-three (183) days during the school year. The School District shall contribute a prorated amount of the regular, full-time employee's School District contribution. Any additional cost of the premium shall be borne by the part-time employee and paid by payroll deduction.

Section 7.4 **Eligibility:**

Subd. 1. Eligibility: Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Subd. 2. 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.

Subd. 3. 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 and is earning salary and benefits. Upon termination of employment, all District contributions shall cease.

Section 7.5 Group Life Insurance Coverage: The School District will provide term life coverage for all employees in the amount of \$25,000 at School District expense.

Section 7.6 Affordable Care Act: In the event the health insurance provisions of this Agreement fail to meet the requirements of The Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the School District will meet to negotiate revisions to the Agreement that will restore the Employer's health insurance plan to comply with the Act to avoid any penalties, taxes, or fines for the Employer, provided that there will be no decrease in benefits to the employees.

ARTICLE 8. LEAVES OF ABSENCE

Section 8.1 Sick Leave:

Subd. 1. All full-time employees shall earn sick leave at the rate of thirteen (13) days for each year of service in the employment of the School District. Annual sick leave shall accrue yearly on September 15. If at any point during the school year more sick leave is used than that which is accrued, the sick leave will be without pay. If an employee leaves employment before the end of the contract year (including July and August) the sick leave earned will be prorated to the number of days worked, and if more sick leave was used than what was earned, the leave without pay adjustment will be taken on the employee's last paycheck. Part-time employees working twenty (20) hours or more per week shall be prorated based on the hours worked.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred thirty (130) days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever employee's absence is found to have been due to child or adult child's illness pursuant to Minn. Stat. §181.9413, a guardian or foster child's illness, the illness of an employee's spouse, sibling, parent, grandparent, stepparent, mother-in-law, father-in-law or employee's personal illness which prevented their attendance at school and performance of duties on that day or days.

Subd. 4. Sick leave pay shall be approved only upon authorization of an electronic request.

Subd. 5. The School District may require the employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 6. Sick leave absences as set forth in this section over five (5) consecutive days will be made up during the summer schedule, except for employees on FMLA.

Subd. 7. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Section 8.2 **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 available 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 8.3 **Personal Leave:**

Subd. 1. A regular, full-time employee, as defined in Article 7, Section 7.3, may be granted a personal leave of no more than five (5) days per year, non-accumulative. The days used are to be deducted from sick leave, provided the employee has at least five days in their accumulated sick leave fund, for situations which, at the Superintendent's discretion, require the employee's attention and which are not covered under other provisions of this Agreement. Additional unpaid leave days may be granted at the discretion of the Superintendent.

Subd. 2. Requests for personal leave must be made in writing to the Superintendent of Schools at least three (3) days in advance, whenever possible. All leave must have prior approval of the Superintendent.

Subd. 3. Part-time employees, as defined in Article 7, Section 7.3, may be granted a personal leave of no more than five (5) prorated days non-accumulative. The days used are to be deducted from sick leave, provided the employee has at least five (5) days in their accumulated sick leave fund for situations which require the employee's attention and which are not covered under other provisions of this Agreement.

Subd. 4. No more than ten percent (10%) of the full-time and part-time staff from each building may be granted personal leave at any one time. An exception may be granted by the Superintendent of Schools for individuals with five (5) years of employment upon special request.

Section 8.4 **Bereavement Leave:** Up to five (5) days of bereavement leave may be allowed per year, the days to be deducted from sick leave, for a death in the employee's immediate family. Bereavement leave is subject to the prior

approval of the Superintendent. Immediate family is defined as the employee's spouse, child, step child of a married employee, guardian or foster child, parent, parent-in-law, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, nephew, niece, uncle or aunt. Any other absences allowed by the Superintendent, at their exclusive discretion, to attend a funeral will be made up during the summer months.

Section 8.5 **Child Care Leave:**

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

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of the employee's intention to take the leave at least three (3) calendar months before commencement of the intended leave, if possible.

Subd. 3. 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 the period of physical disability. However, an employee shall not be eligible for sick leave during the period of time covered by a child care 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 child care leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than fifteen (15) months in duration.
2. Permit the employee return to their employment prior to the date designated in the request for child care leave.

Subd. 5. An employee returning from child care leave pursuant to the provisions of this Section shall be reemployed in a position for which the employee is qualified, unless previously discharged or placed on layoff, and shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave.

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 of the leave.

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

Subd. 8. Leaves under this Section are subject to the Family and Medical Leave Act.

Subd. 9. 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 School District pursuant to this Section.

Section 8.6 **Adoption Leave:**

Subd. 1. The School Board shall grant an adoption leave to any employee who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried employees regardless of sex.

Subd. 2. Upon learning of the date of home placement, the employee shall submit a written application for adoption leave to the School Board, including commencement date and return date. Adoption leave will commence at the date of home placement and may be for a period of up to one (1) year. However, the return date shall be as designated by the School Board, whose decision is final and binding and is not subject to the grievance procedure. Adoption leave, except for any portion taken pursuant to Article 8, Section 8.5, Family and Medical Leave Act, shall be without pay.

Subd. 3. The employee returning from an adoption leave shall be reemployed in a position for which the employee was qualified prior to the leave, providing the employee returns on the date designated on the request for leave approved by the School Board.

Subd. 4. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.

Subd. 5. The parties agree that periods of time for which the employee is on adoption leave shall not be counted in determining the completion of the probationary period, except that set forth in Article 8, Section 8.5.

Subd. 6. An employee who returns from adoption leave within the provisions of this section shall retain all previous experience credit, as well as any unused leave time accumulated. The employee shall not accrue any additional experience credit for leave time during the period of adoption leave.

Subd. 7. An employee on adoption 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 adoption leave, except as

provided in Article 8, Section 8.7. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Section 8.7 **Family and Medical Leave:**

Subd. 1. Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201, *et seq.*, an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

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

Subd. 2. Such leave shall be unpaid, except an eligible employee during such a leave shall be eligible for regular School District group health insurance contributions, as provided in this Agreement, for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

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

Subd. 4. The employee may elect, or the School District may require, the employee to substitute paid sick leave, or paid personal leave for leave otherwise provided under this Section. However, nothing herein, nor any other provision of this Agreement, shall require the School District to combine leaves for a period of time that exceeds twelve (12) weeks.

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

Section 8.8 **Insurance Application:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the

School District the monthly premium in advance, except as otherwise provided in Section 8.7, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 8.1, Sick Leave, or supplemented by sick leave pursuant to Section 8.2, 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 8.9 **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 commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 8.10 **Leave for Jury Duty:** Any employee who is required to be absent from work because of jury duty will be paid the difference between the compensation received for such duty and the amount of salary the employee would have earned during the period that the employee was on jury duty. Such payment will be made only upon the presentation of a voucher to the Superintendent showing jury fees received from the court. When an employee is required to perform jury duty only part of their regularly scheduled day, it is agreed that they will report to work at their school for that portion of the day not required for jury duty. The employee will be required to furnish evidence of time spent on jury service.

ARTICLE 9. HOURS OF SERVICE AND DUTY YEARS

Section 9.1 **Basic Work Week and Day:** Generally the regular work week will be forty (40) hours and regular work day shall be eight (8) hours, inclusive of lunch, which is subject to change at the discretion of the School District. The basic work week and day shall be prescribed by the School District each year for regular, full-time employees.

Section 9.2 **Basic Work Year.** The regular work year shall be as prescribed by the School District each year for regular, full-time employees. Generally the regular work year shall be at least one hundred eighty-three (183) days from September through June, an additional fifteen (15) full days or thirty (30) one-half (½) days, during July and August may be offered if a summer program is feasible (Section 5 below).

Section 9.3 **Part-Time Employees:** The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time basis for time less than that of the regular full-time employee.

Section 9.4 **Shifts and Starting Time:** All employees will be assigned starting times and ending times as determined by the School District.

Section 9.5 **Notification:** By May 15th of the school year, the School District will give written notice of available summer hours and days to be worked for the subsequent summer and next regular school year, which is subject to change by the School District based upon enrollment and budgetary concerns.

Summer positions will be filled by seniority. Employees will respond by May 22nd if they elected to work summer hours.

Section 9.6 **Lunch Period:** Employees shall be provided a duty free lunch period of at least thirty (30) minutes.

Section 9.7 **Prep Time:** Practitioners shall receive one-half (1/2) hour of prep time per day between the hours of 8:30 a.m. and 2:30 p.m.

ARTICLE 10. DISCIPLINE

Section 10.1 Discipline may be in one of the following forms:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension; or
- D. Discharge.

Section 10.2 Suspensions and discharges will be in written form. Written reprimands, suspensions and discharges shall be for just cause. Grievances pursuant to this section shall be initiated by the Union beginning at Section 11.5, Subd. 2 of the Grievance Procedure under Article 11. Oral reprimands are not subject to the grievance procedure, and written reprimands are subject to the grievance procedure through Step 2, as set forth in Article 11, Section 11.5, Subd. 2.

Section 10.3 Written reprimands and notices of suspension, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The Union will receive a copy of such reprimands and/or notices upon the School District's receipt of a written release signed by the employee.

Section 10.4 Employees will not be questioned concerning an investigation of discipline action unless the employee has been given an opportunity to have a Union representative present at such questioning.

ARTICLE 11. GRIEVANCE PROCEDURE

Section 11.1 **Definition of a Grievance:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms or conditions of this Agreement.

Section 11.2 **Representative:** The employee shall be represented by the Union, and an administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 11.3 **Union Representative:** The School District shall recognize representatives designed by the Union as the Grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the School District in writing of the names of said representatives and of their successors when so designated.

Section 11.4 **Definitions and Interpretation:**

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

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

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

Section 11.5 **Procedure:** Grievances, as defined by Section 11.1, shall be considered in conformance with the following procedure:

Subd. 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty (20) calendar days after the first event giving rise to the alleged violation has occurred, present such grievance to the Supervisor. Failure to file any grievance within such period shall be deemed a waiver thereof. The Supervisor will discuss the alleged grievance with the employee and the Union Representative and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed by the Union to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 by the Union, within ten (10) calendar days following the Step 1 answer, shall be considered waived.

Subd. 2. If appealed, the written grievance shall be presented by a Union Business Representative to the Superintendent. The Superintendent shall give the Union the Step 2 answer in writing within ten (10) calendar days after receipt of such grievance. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days following the Step 2 answer shall be considered waived.

Subd. 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union, shall be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act as amended. The selection of an arbitrator shall be made by the parties from a list of seven (7) arbitrators provided by the Commissioner of the Bureau of Mediation Services. The parties shall alternately strike arbitrators until only one (1) remains.

Subd. 4. If the District does not respond within the time lines above, the Union shall consider that a denial and shall proceed to the next step.

Section 11.6 Arbitration:

Subd. 1. 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.

Subd. 2. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the School District and the Union and shall have no authority to make a decision on any other issue not so submitted.

Subd. 3. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the application of laws, rules or regulations, having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement, subject, however, to the limitations or arbitration decisions as provided in the PELRA and review pursuant to the Uniform Arbitration Act, Minn. Stat. § 372.03, *et seq.* The decision shall be binding on the School District, the Union, and the employees.

Subd. 4. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the School District and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a transcript or record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a transcript or recording of the proceedings, the cost shall be shared equally.

ARTICLE 12. PUBLIC OBLIGATION

Section 12.1 **Strike:** For the duration of this Agreement, the Union, its officers or agents, and the employees covered by this Agreement, shall not cause, instigate, encourage, condone, engage in or cooperate in, any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment.

Section 12.2 **Presumption of a Strike:** For purposes of this Article, an employee who is absent from any portion of a work assignment without permission, or who abstains wholly or in part from the full performance of duties without permission from the School District on a day when a strike not authorized by this Article occurs is *prima facie* presumed to have engaged in an illegal strike on that day.

Section 12.3 In the event the School District notifies the Union that an employee(s) may be violating Section 12.1 and/or 12.2 of this Article, the Union shall immediately notify such employee(s), in writing, of the School District's assertion and of the provisions of this Article.

Section 12.4 **Individual Penalties:** Notwithstanding any other law, public employees who strike in violation of this Article may have their employment terminated by the employer effective the date the violation first occurs. The termination shall be made by serving written notice upon the employee. Service may be made by certified mail.

ARTICLE 13. SENIORITY DATE

Section 13.1 **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 date of hire in a position governed by this Agreement.

Section 13.2 **Seniority Within the Unit:** Seniority within the Mental Health Practitioner Unit will count only toward positions within that bargaining unit. Mental Health Practitioners shall not earn seniority towards positions in any other unit or program outside of this bargaining unit. Neither shall seniority earned by employees in any other unit or program apply to this unit.

Section 13.3 The School District shall post on the Union bulletin boards a seniority list of employees covered by this Agreement on November 5 of each school year, a copy of which shall be sent to the Union representative.

Section 13.4 **Probationary Period:** All new hires or rehires, shall serve a six (6) month probationary period. During the probationary period, 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 provision. The School District shall the right to extend the probationary period for up to an additional six (6) months if it deems that further observation/evaluation is necessary.

Section 13.5 **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.

ARTICLE 14. LAYOFF AND RECALL

Section 14.1 **Program Reductions:** When program reductions occur, employees shall be laid off in inverse order in which they were employed by the School District.

Section 14.2 **Recall List:** Employees laid off shall remain on the recall list for a period not to exceed twenty-four (24) months, after which time they will be removed from the recall list.

Section 14.3 **Recall:** Employees shall first be offered recall to a vacant or new position before an outside applicant is offered the position. Employees shall be offered recall in inverse order based upon the effective date of lay off.

ARTICLE 15. VACANCIES AND NEW POSITIONS

Section 15.1 **Notice:** A notice of all vacancies and/or newly created positions shall be posted on a bulletin board located in the employee lounge for ten (10) working days; i.e., Monday through Friday excluding holidays. If no applications are received by the Superintendent's office during the ten (10) day period, the application period will be closed and subsequently received applications will be considered.

Section 15.2 **Award of Position:** The School District shall award the position to the senior most qualified applicant, based on job relevant qualifications. In the event the position is not awarded to the most senior applicant, the applicant will be given a written explanation as to why they were not awarded the position.

ARTICLE 16. 403(b)

Section 16.1 **403(b) Matching Plan:** All employees are eligible to participate in the 403(b) annuity matching program as allowed under Minn. Stat. §356.24. Part-time employees will be eligible for a pro rata employer match based on annual percentage of full-time employment. The School District will make monthly matching contributions to such program in the maximum amounts set forth in Section 16.2.

Section 16.2 Schedule for School District Match: The School District's matching contribution to employees participating in the 403(b) annuity match shall be made as follows:

0-3 Years	up to \$750.00
Beginning Years 4-8	up to \$1250.00
Beginning Years 9-13	up to \$1750.00
Beginning Years 14-18	up to \$2250.00
Beginning Years 19+	up to \$2750.00

The maximum career School District contribution for an employee is \$65,000.00. The School District will make matching monthly contributions to a participating employee's 403(b) annuity plan. The year extends from September 1 through August 31.

Section 16.3 Election to Participate in 403(b): Employees must make application for participation in the 403(b) annuity matching program by August 22 of that year:

Subd. 1. Once the election to participate is made, the employee must participate in the 403(b) annuity program at the same rate of contribution for the entire school year. An employee may change their rate of contribution by notifying the business office by August 22 of the school year in which the change is to be effective.

Subd. 2. In the event that the participating employees are reduced from full-time to part-time during the school year, the employee may reduce the rate of contribution for the remainder of the school year.

Subd. 3. In the event of a life change (marriage, divorce, death, loss of a spouse's job), the employee may reduce the rate of contribution for the remainder of the school year.

Section 16.4 Effect of Leaves on 403(b): Employee on unpaid leave may not participate in the 403(b) matching program while on leave. Employee may re-enter the 403(b) annuity matching program upon their return. Employees returning in the middle of the school year may re-enter the 403(b) annuity matching program beginning September 1st of the next school year. Eligible employees on paid leave may participate in the 403(b) annuity matching program during their period of leave on a pro-rata basis. In any event, notification of election to participate must be given to the business office by August 22nd of that school year. During that period the School District shall make pro-rata contributions based on percentage of employment.

ARTICLE 17. MEET AND CONFER

Section 17.1 The Union shall select a representative to meet and confer with a representative or committee of the School District on matters not specified under section 179A.03, subdivision 19, relating to the services being provided to the public. The School District shall provide the facilities and set the time for these conferences to take place.

ARTICLE 18. DURATION

Section 18.1 **Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2018 through June 30, 2020 and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one hundred and twenty days (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 18.2 **Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the terms of this Agreement.

Section 18.3 **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.

Section 18.4 **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 terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

MINNEWASKA ISD NO. 2149

**MN TEAMSTERS LOCAL NO. 320
Mental Health Practitioners**

School Board Chairperson

Mike Horton, Business Agent

Superintendent

Union Steward

Clerk

Union Steward

Date: _____

Date: _____