

~~Terms and Conditions of Employment~~ Master Agreement



20242-20253
20253-20264

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NOTE: TOC WILL BE UPDATED WITH FINAL EDITING

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ARTICLE I - PURPOSE

This Agreement is entered into between the Hastings School District, Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Education Minnesota Hastings Educational Support Professionals/Computer Instructional Technicians (hereinafter referred to as the Exclusive Representative or Union) Technology Support Staff, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for employees during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition

In accordance with P.E.L.R.A., the ~~District School Board~~ recognizes Education Minnesota Hastings Educational Support Professionals as the Exclusive Representative of computer instructional technicians employed by the School Board of Independent School District No. 200, that the Hastings Technology Support Staff which Exclusive Representative shall have those rights and duties as prescribed by P.E.L.R.A., and as described in the provisions of this Agreement.

Section 2 - Appropriate Unit

The Exclusive Representative shall represent all of the computer instructional technicians of the District as defined in Article III, Section 2 of this Agreement.

Section 2 - Legal Rights

~~Nothing contained in this Agreement shall deny or restrict either the District or the employee regarding any rights under existing state or federal laws or regulations.~~

ARTICLE III - DEFINITIONS

Section 1 - Terms and Conditions of Employment

Terms and conditions of employment means ~~Shall mean~~ the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the ~~employer~~District's personnel policies affecting the working conditions of the employees., The terms ~~but does~~ not mean educational policies of the District. The terms are subject to the provisions of Minnesota Statute Section 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2 - Employees

Employee shall mean any person employed by the District in a capacity exclusively associated with the provisions of computer instructional technicians employed by Independent School District No. 200, Hastings, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees. Technology Support services. The term employee as used herein shall not include

~~confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.~~

Specifically, the employees are as follows:

~~Grade 10,~~ Theater Coordinator
~~Grade 10,~~ Lead Computer Technician
~~Grade 9,~~ Computer Tech II
~~Grade 6,~~ Assistive Technology Technician, and Instructional Lab Technician

Section 3 - Domestic Partner

Domestic partner shall be defined as an individual for whom the employee has completed a domestic partner registration form with a city/government agency. A copy of the registration must be provided to the District in advance of a request for leaves within this Agreement to apply.

Section 4 - Working Day

A working day is defined as any day the employee is scheduled to work except those defined as major legal holidays by state law. An employee may be required to work on legal holidays which the School Board is authorized to conduct school, if so designated by the School Board.

Section 54 - Other Terms

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

ARTICLE ~~IV~~ - DISTRICT RIGHTS

Section 1 - Inherent Managerial Rights

The ~~technology employees~~ Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the ~~District employer~~, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. All managerial rights and functions not expressly delegated in this Agreement are reserved to the District.

Section 2 - Management Responsibilities

The ~~Exclusive Representative~~ ~~technology personnel~~ recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunities for the students of ~~the~~ District.

Section 3 - Effect of Laws and Regulations

The parties recognize that the District, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the state of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. 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.

ARTICLE IV - ~~EXCLUSIVE REPRESENTATIVE~~ AND EMPLOYEE RIGHTS

Section 1 - Right To View

Pursuant to P.E.L.R.A., 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 on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the ~~computer instructional technician technology~~ employees; nor shall it be construed to require any employee to perform labor or services against their will.

Section 2 - Right to Join

Pursuant to P.E.L.R.A, 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 with the School Board of such unit.

Section 3 - Request for Dues Check Off

Subd. 1 - Employees shall have the right to request and be allowed dues check off for the organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Exclusive Representative during the period provided in said authorization.

Subd. 2 - In the event an employee chooses to discontinue membership outside of provisions in the dues check off authorization form, the dues deductions shall continue but shall be held in escrow by the District pending a final notification from the Exclusive Representative as to whether or not the deductions are to be discontinued. The Exclusive Representative shall hold the District harmless regarding any disputes that arise between the employee and the Exclusive Representative.

Subd. 3 - Indemnification: The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the 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

implementation of this Section 3, Request for Dues Check Off.

Subd. 4 - By October 15 of each year, the Exclusive Representative will notify the business office of the amount of dues to be deducted. Dues will be deducted in 14 equal installments beginning with the first paycheck in November and concluding with the last paycheck in May.

Section 4 - New Hire Union Meeting

Within the first 30 days after hire, a new hire will be afforded 30 minutes during the workday in which to meet with a representative from the Union for an initial meeting to explain the role of the Union to the new member.

Section 52 - Personnel Files

All evaluations and files relating to each individual employee shall be available during regular school business hours to each individual employee upon their written request and the scheduling of a time with the Human Resources Director to review the documents. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the District may destroy such files as provided by law. The District shall expunge from an employee's file any material found to be false or inaccurate through the grievance procedure.

~~Employees shall have the right to inspect their individual personnel files.~~

Section 6 - School Equipment and Facilities

The Exclusive Representative may reasonably use school copy machines, calculating machines, audio-visual equipment, computers and other accessories when such equipment is not otherwise in actual use and during non-work hours, so long as the equipment is kept in the building. The cost of materials for use of such equipment shall be borne by the Exclusive Representative. The Exclusive Representative shall also have access to school facilities such as classrooms, lecture halls and theaters during non-work hours when those facilities are not in use, subject to the requirements and conditions contained in the District's facilities use policies and procedures.

ARTICLE V - RATES OF PAY

Section 1 - Wage Rates

The positions and wages reflected in Appendix A, incorporated herein and as part of this Agreement, shall be effective for the duration of said Agreement.

Section 2 - Step Increase Status

Employees shall be compensated pursuant to Appendix A. If the initial employment is after January 1, the employees shall not advance to the next step on the following July 1. Upon the expiration of this Agreement, a step is not automatic and is subject to renegotiation by the

parties.

Section 3 - Grade Level/Assignment Transition

Subd. 1 - When an employee accepts a position at a higher grade level they will be shadowed into an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a 4% increase above their current rate. This same system will be true for any employee moving from another bargaining unit accepting a position at a higher classification in the bargaining unit.

Subd. 2 - When an employee moves to a position with a lower grade level they will be placed at their same step on the new salary schedule, in the appropriate classification.

Section 4 - Employment Hours Record

Hourly employees shall punch in and out each day, using the District's time tracking system. Each week employees shall verify an employment hours record which shall contain the following: regular hours worked, premium pay (overtime) hours worked, vacation days, holidays and leave days, if any.

Section 5 - Salary Compensation

Salary to be paid on the 5th and 20th of each month.

~~**Section 6 - Vacation Allowance**~~

~~Subd. 1 - Technology Support staff working eight hours per day, 12 months per year, shall be eligible for vacation as follows:-~~

<u>Years of Service</u>	<u>Annual Vacation Days</u>
Hire to 4 years	10 days
Starting 5 - 9 years	15 days
Starting 10 - 14 years	20 days
Starting 15+	25 days

~~Subd. 2 - Employees working less than eight hours per day, or 12 months per year, shall be eligible for vacation as follows:-~~

<u>Regularly Scheduled Hours/Year</u>	<u>Annual Vacation Days</u>
12 months but less than 8 hrs/day	10 days
1472 or more	5 days
Less than 1472 - hired prior to July 1, 2008	4 days
Less than 1472 - hired on or after July 1, 2008	2 days

~~Subd. 3 - Vacation accrual shall occur on July 1 each year. The total vacation earned during a fiscal year shall be available to the employee at the beginning of the year.~~

~~Subd. 4 – Employees beginning employment after July 1 shall earn a pro-rata amount of vacation.~~

~~Subd. 5 – Vacation time must be schedule in advance with the employee's supervisor and must be approved by the supervisor or his/her designee.~~

~~Subd. 6 – Pay for vacation shall be at the employee's regularly scheduled base hours per day.~~

~~Subd. 7 – An employee may carry over a maximum of one year's accrual, or five days, whichever is less.~~

~~Subd. 8 – An employee may not borrow vacation time from the next year.~~

~~Subd. 9 – If an employee fails to satisfactorily complete the six month probationary period and has used vacation during that period of time, the number of days used shall be deducted from his/her final paycheck.~~

~~Subd. 10 – If an employee resigns during the first year of employment, the number of allowable vacation days shall be pro-rated and paid accordingly and/or deducted if the number of vacation days used, prior to their resignation, would exceed the number of allowable days.~~

~~Subd. 11 – In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on vacation, the employee's leave will be changed to the appropriate leave type with the approval of the Superintendent.~~

~~Section 7 – Holidays~~

~~Subd. 1 – The following provisions for paid holidays shall apply to all regularly employed members of Technology Support. Holiday pay shall be at the employee's regularly scheduled base hours per day.~~

~~Subd. 2 – Staff hired on or after July 1, 2008 and regularly scheduled to work less than 1472 hours per year shall receive the following holidays:~~

~~-~~

~~New Years' Day~~

~~President's Day~~

~~Good Friday~~

~~Memorial Day~~

~~Thanksgiving Day~~

~~Christmas Day~~

~~Subd. 3 – Employees hired prior to July 1, 2008, and regularly scheduled less than 1472 hours per year shall be eligible for the following paid holidays, in addition to those listed in Subd. 2:~~

~~Labor Day~~

~~Christmas Eve~~

~~Subd. 4 – Employees regularly scheduled at least 1472 hours per year, and employees working 12 months but less than full-time, shall be eligible for the following paid holidays, in addition to~~

those listed in Subd. 2:

~~Labor Day
Christmas Eve
New Years' Eve
Easter Monday (if school is not in session)~~

~~Subd. 5 - Full-time 12 month employees shall be eligible for the following paid holidays, in addition to those listed in Subd. 2:~~

~~Labor Day
Christmas Eve
New Years' Eve
Easter Monday (if school is not in session)
Independence Day
Friday before Labor Day
Friday of Teacher Association
Friday after Thanksgiving~~

~~If any of the above holidays fall on weekends, the holiday will be observed on the Monday following or the Friday proceeding, as determined by the administration.~~

~~Subd. 6 - When school is in session on President's Day, Technology Support staff may take the day as a floating holiday. If the floating holiday is not taken during the contracted days, it will then be paid at the end of the year at the rate of \$16.50 per hour.~~

~~Subd. 7 - Authority to Reschedule Holidays: If school is in session during a designated holiday (e.g., President's Day, Good Friday, etc.), the District reserves the right to reschedule any of the designated holidays.~~

~~Subd. 8 - Pro-rated Holidays: Employees working less than the full year shall receive holidays on a pro-rata basis, based on the eligible holidays that fall within their work year.~~

Section 68 - Hours: Basic Work Day

Subd. 1 - The work week for regularly scheduled employees shall be five consecutive work days, at their regularly scheduled daily hours.

Subd. 2 - An employee's work schedule may be adjusted to meet the needs of a particular situation as determined by the supervisor. When an employee's work schedule will be changed on a regular basis, they shall be given at least a one week notice.

Subd. 3 - Employees working six hours or more per shift shall be provided an unpaid duty free lunch period of 30 minutes. An additional duty free 15 minute break will be provided each day for every consecutive four hour work period.

Section 79 - Probationary Period

The probationary period for Technology Support staff shall be six months. During the

probationary period, the employee may be dismissed at any time it becomes apparent to the administration that the employee is not willing or qualified to perform the duties of the position. Probationary employees should be evaluated by their immediate supervisor and recommended for permanent status.

Section 810 - Overtime

Subd. 1 - Hours worked in excess of 40 hours per week are paid at time and a half in the pay period of which they are earned.

Subd. 2 - ~~Vacation days, sick~~Discretionary leave days and holidays count in the calculation of overtime.

Subd. 3 - All overtime must be approved in advance by the ~~Technology Coordinator~~employee's supervisor. In emergency situations that result in overtime, the employee will notify the supervisor as soon as possible.

Section 911 - Job Postings

~~Subd. 1~~ - All job openings will be posted for a minimum of five days. Postings will consist of notification via District email and will be available on the District website. Positions may be posted internally and externally at the same time, however, interviews will be conducted with selected internal applicants, prior to the consideration of external candidates.

Section 102 - Time Period

The District shall have the ability to temporarily assign employees to posted openings pending final selection of any posted jobs.

Section 113 - Effective Policy

The decision of the District on filling vacant positions is not subject to the binding arbitration clause of the grievance procedure.

ARTICLE VI - HOLIDAYS

Section 1 - Holidays

Subd. 1 - The following provisions for paid holidays shall apply to all regularly employed members of the computer instructional technician bargaining unit. Holiday pay shall be at the employee's regularly scheduled base hours per day.

Subd. 2 - Employees hired on or after July 1, 2008 and regularly scheduled to work less than

1472 hours per year shall receive the following holidays:

-

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Thanksgiving Day
6. Christmas Day

Subd. 3 - Employees regularly scheduled at least 1472 hours per year but less than 12 months shall be eligible for the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve
8. Christmas Day
9. New Year's Eve
10. Juneteenth (if it falls within the employee's regularly scheduled work year); the Friday after Thanksgiving if it does not fall within the employee's regularly scheduled work year.

Subd. 4 - Employees working 12 months shall be eligible for the following paid holidays:

1. New Year's Eve
2. New Year's Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Friday before Labor Day (a floating holiday may be taken in lieu of this holiday, with supervisor approval)
9. Labor Day
10. Friday of Teacher Association
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day

Subd. 5 - If any of the designated holidays fall on weekends, the District will determine the date the holiday will be observed.

Subd. 6 - Whenever school is in session on President's Day, employees may take the day as a floating holiday.

Subd. 7 - Authority to Reschedule Holidays - If school is in session during a designated holiday (e.g., President's Day, Good Friday, etc.), the District reserves the right to reschedule any of the designated holidays.

Subd. 8 - Pro-rata Holidays - Employees working less than the full year shall receive holidays on a pro-rata basis, based on the eligible holidays that fall within their work year.

ARTICLE VI - GROUP INSURANCE

Affordable Care Act - In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District.

Section 1 - Selection of Carrier

The selection of the insurance carrier and policy shall be made by the District school board.

Section 2 - Coverage Under Multiple Bargaining Units

If an employee is covered by more than one bargaining unit they can combine their hours to qualify for insurance.

Section 3 - Combined Coverage

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental.

Section 4 - Spouse Contribution for Medical-Hospitalization Insurance

When both employee and spouse are members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical insurance plan, they will be covered by single insurance plans unless there are additional dependents. Coverage for employee and spouse, when there are additional dependents, will be provided through one family plan. The District will allow combining of contributions (policy holder family contribution plus spouse single contribution) only if family insurance coverage is needed due to the dependents (children).

Section 5 - Spouse Contribution for Dental Insurance

When combining coverage for dental insurance, both employees shall be covered under one family dental plan.

Section 6 - Eligibility

The District shall make insurance contributions toward the premium for each employee who is regularly scheduled to work at least 850 hours per year, and is enrolled in the District's insurance plan(s). The contributions for medical-hospitalization shall be as defined in Section 7.

Section 7 - Medical-Hospitalization Coverage

Subd 1 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for and are enrolled in the District's group medical-hospitalization plan. The amount provided by the District shall be as defined in Subd. 2 and 3, however, the amount shall not exceed the actual cost of the insurance premium:

Subd. 2 - Single Coverage

The contribution for 2024-2025 shall be as follows:

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$1,016 769
1417 to 1605	\$864 653
1228 to 1416	\$762 576
10 1426 to 1227	\$661 500

High Deductible/VEBA Plan

1606 to 1888	\$887 663
1417 to 1605	\$764 553
1228 to 1416	\$662 476
10 1426 to 1227	\$561 400

The contribution for 2025-2026 shall be as follows; if the rates for single insurance for the 2025-2026 plan year exceed this rate, the maximum contribution will be adjusted to cover the full single premium and the percentages will be adjusted accordingly:

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
<u>1606 to 1888</u>	<u>\$1,132</u>
<u>1417 to 1605</u>	<u>\$962</u>
<u>1228 to 1416</u>	<u>\$849</u>
<u>1014 to 1227</u>	<u>\$736</u>

High Deductible/VEBA Plan

<u>1606 to 1888</u>	<u>\$976</u>
<u>1417 to 1605</u>	<u>\$862</u>
<u>1228 to 1416</u>	<u>\$749</u>
<u>1014 to 1227</u>	<u>\$636</u>

Subd. 3 - Family Coverage

The contribution for 2024-2025 shall be as follows:

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$ <u>2,161</u> 1,614
1417 to 1605	\$ <u>1,837</u> 1,372
1228 to 1416	\$ <u>1,621</u> 1,210
10 <u>1426</u> to 1227	\$ <u>1,405</u> 1,049

High Deductible/VEBA Plan

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$ <u>1,961</u> 1,414
1417 to 1605	\$ <u>1,637</u> 1,172
1228 to 1416	\$ <u>1,421</u> 1,010
10 <u>1426</u> to 1227	\$ <u>1,205</u> 849

The contribution for 2025-2026 shall be as follows:

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$2,585
1417 to 1605	\$2,197
1228 to 1416	\$1,939
1014 to 1227	\$1,680

High Deductible/VEBA Plan

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$2,385
1417 to 1605	\$1,997
1228 to 1416	\$1,739
1014 to 1227	\$1,480

Subd. 4 - The cost of any premium that exceeds the District's monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

~~Subd. 5 - For the 2023-2024 plan year (through June 30, 2024) an employee shall experience an increase in deduction for family coverage of no more than \$15.00 per month.~~

Subd. 56 - For employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 20242: \$100 per month

Subd. 67 - For employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 202~~4~~²: \$200 per month

Subd. ~~78~~ - ~~Effective July 1, 2023, t~~The monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

Section 8 - Dental Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for all employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided shall be as follows, however, the amount shall not exceed the actual cost of the insurance:

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$81
1417 to 1605	\$69
1228 to 1416	\$61
10 14 ²⁶ to 1227	\$53

Section 9 - Long Term Disability Insurance

The District shall contribute 100% of the cost of the monthly premium for the income protection plan in effect as of the date of this Agreement for all Technology Support staff employed by the District.

Section 10 - Life Insurance

The District shall provide a group term insurance policy covering all eligible employees in the amount of \$50,000.

Section 11 - Disclaimer

The eligibility for the payment of claims for insurance benefits described in this Article shall be governed solely by the terms of the insurance policies purchased by the District. The District's only obligation is to provide and administer benefits as negotiated. No claims, other than those arising from District error or undue influence, shall be made against the District as a result of denial of insurance benefits by an insurer.

Section 12 - Workers' Compensation

Subd. 1 - Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick/ESST or discretionary leave pay~~;, essential leave and/or vacation pay.~~

Subd. 2 - A deduction shall be made from the employee's accumulated discretionary or sick/ESST leave accrual time according to the pro-rata portion of days of sick/ESST leave or discretionary leave~~time~~ which is used to supplement Worker's Compensation.

Subd. 3 - Such payments shall be paid by the 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/~~ESST~~ leave or discretionary leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5 - The parties agree that an employee of the District shall not be entitled to sick/ESST leave pay benefits under this Section if he/she is injured while in the employ of another employer nor shall there be an accrual of such during the period of convalescence from that injury.

Section 13 - Tax Sheltered Annuities

The District shall continue to make available to ~~Technology Support~~Instructional Computer Technician staff the payroll deduction program for tax-sheltered annuities.

ARTICLE VII - LEAVE PROVISIONS

~~Section 6 - Vacation Allowance~~Section 1 - Discretionary Leave [NOTE: LANGUAGE MOVED FROM ARTICLE V, SECTION 6 - Changes noted are those to the original language.]

Subd. 1 - ~~Technology Support staff~~ Employees working ~~eight hours per day,~~ 12 months per year, shall be eligible for ~~vacation~~discretionary leave as follows:

<u>Years of Service</u>	<u>Annual Discretionary Leave<u>Vacation</u> Days</u>
Hire to 4 years	13 <u>14</u> days
Starting 5 - 9 years	18 <u>15</u> days
Starting 10 - 14 years	23 <u>20</u> days
Starting 15+	28 <u>25</u> days

Subd. 2 - Employees working less than ~~eight hours per day, or~~ 12 months per year, shall be eligible for ~~vacation~~discretionary leave as follows:

<u>Regularly Scheduled Hours/Year</u>	<u>Annual Discretionary Leave<u>Vacation</u> Days</u>
12 months but less than 8 hrs/day	10 days
1472 or more <u>but less than 12 months</u>	<u>7</u> 5 days
Less than 1472 - hired prior to July 1, 2008	<u>6</u> 4 days
Less than 1472 - hired on or after July 1, 2008	<u>4</u> 2 days

Subd. 3 - ~~Discretionary leave~~Vacation accrual shall occur on July 1 each year. The total ~~discretionary leave~~vacation earned during a fiscal year shall be available to the employee at the beginning of the year.

Subd. 4 - Employees beginning employment after July 1 shall earn a pro-rata amount of ~~vacation~~discretionary leave.

Subd. 5 - ~~Vacation time~~ Discretionary Leave must be scheduled d in advance with the employee's supervisor and must be approved by the supervisor or his/her designee.

Subd. 6 - Pay for discretionary leave~~vacation~~ shall be at the employee's regularly scheduled base hours per day.

Subd. 7 - An employee may carry over a maximum of one year's accrual, or five days, whichever is less.

Subd 8 - ~~An employee may not borrow vacation time from the next year. Upon termination/separation from employment, the employee's last pay check will be adjusted for any discretionary leave used in excess of what has been earned.~~

Subd. 9 - ~~If an employee fails to satisfactorily complete the six month probationary period and has used vacation during that period of time, the number of days used shall be deducted from his/her final paycheck. Employees shall be eligible to receive payment for up to five unused earned discretionary leave days upon separation from the District.~~

Subd. 10 - ~~If an employee resigns during the first year of employment, the number of allowable vacation days shall be pro-rated and paid accordingly and/or deducted if the number of vacation days used, prior to their resignation, would exceed the number of allowable days.~~

Subd. 101 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on vacation~~out using discretionary leave~~, the employee's leave will be changed to the appropriate leave type with the approval of ~~the~~ Superintendent. Human Resources.

Section 21 - Sick Leave

Subd. 1 - ~~Employees will be granted sick/ESST leave based on their regularly scheduled hours per day, according to the following provisions. Technology Support staff will be granted sick leave at the proration of their average hours per day, according to the following subdivisions.~~

Subd. 24 - ~~Fulltime, Employees working 12 months per year employees shall earn be eligible for 12 sick/ESST days per year.~~

Subd. 2 - ~~Employees scheduled to work less than 1472 hours per year shall receive nine sick leave days.~~

Subd. 3 - Employees regularly scheduled at least 1472 hours per year, but less than 12 months ~~and employees working 12 months but less than fulltime, shall be eligible for earn 10 sick/ESST days per year.~~

Subd. 42 - ~~Employees scheduled to work less than 1472 hours per year shall receive~~ earn nine sick/ESST leave days per year.

~~Subd. 4 - Fulltime, 12-month employees shall be eligible for 12 sick days.~~

Subd. 5 -- Sick/ESST leave with pay shall be allowed by the ~~school board~~District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days and/or for reasons consistent with the requirements of Minnesota Statute and/or ESST laws.

Subd. 6 - The ~~school board~~District may require an employee to furnish a medical certificate from qualified physician as evidence of illness, in accordance with Minnesota Statute and ESST laws indicating such absence was due to illness or injury, in order to qualify for sick/ESST leave pay. In the event that a medical certificate will be required, the employee will be so advised.

~~Subd. 7 - In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult-child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.~~

~~Subd. 8 - Sick leave does not apply to situations related to daycare issues, or lack of childcare.~~

~~Subd. 9 - Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.~~

Subd. ~~740~~ -- Sick/ESST leave pay shall be approved upon submission of sick/ESST leave through the District time tracking TimeClock+ Ssystem.

Subd. ~~841~~ - Consistent with ESST laws, ~~E~~employees are required to give adequate notice to their supervisor when sick/ESST leave is to be taken, ~~to allow time to obtain replacements.~~

~~Subd. 12 - Sick days used in excess of accumulated sick leave shall be deducted from their salary.~~

Subd. ~~913~~ - ~~Unused sick leave days may accumulate to 180 days. Technology Support staff~~
When an employee has accumulated 150 days of sick/ESST leave the employee will be paid up to five days of unused sick/ESST leave beyond 150 days at the rate of \$16.50 per hour. Payment of such days will be paid in a supplemental payroll at the end of July.~~shall be made no later than July 30 of each year.~~

Subd. ~~104~~ - A Sick Leave Bank shall be available in accordance with the terms of the Sick Leave bank MOU provided at the end of this Agreement.

Section 32 - Bereavement Leave

Subd. 1 - Up to five days per occurrence of paid leave may be granted for death in the employee's immediate family.

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's spouse, child, parent/guardian, brother, sister, mother-in-law, father-in-law, brother-in-law,

sister-in-law, aunt, uncle, grandparent, spouse's grandparent, grandchildren, stepparent, domestic life partner, or domestic life partner's parent.

Section 3 - Essential Leave

~~Subd. 1 - Full-time 12 month employees will earn three days of essential leave which will be allocated on July 1 each year. Employees working less than a full time shall earn two days per year. Essential leave shall be non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other policies. The leave is granted according to the employee's pro-rated hours per day.~~

~~Subd. 2 - Unused essential leave will be paid out at the end of each school year, to be paid at a daily rate of \$16.50 per hour. Payment of such days shall be made by no later than July 30 of each year.~~

Section 4 - Parental Leave

Subd. 1 - In the event of pregnancy, the Technology Support staff shall notify the Superintendent not later than the fourth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than 12 months may be granted upon written request.

Subd. 2 - Employees requesting a parental leave must request such leave in writing, which shall be accompanied by a physician's statement, indicating the employee is able to perform his/her assigned duties and responsibilities without injury or illness.

Subd. 3 - The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the Superintendent based upon the employee's medical statement and the needs of the employer's program.

Subd. 4 - Adoption leave shall be granted upon the request of an employee pursuant to the applicable provisions of the maternity leave section. Employees may use days for pre-adoption meetings and travel days to complete the adoption process.

Section 5 - Unpaid Leave of Absence

Technology Support staff who have been employed for at least three years may be granted a leave of absence, not to exceed one year. Leave to be without pay or fringe benefits. The employee shall be allowed to return to his/her position upon termination of the leave of absence. The granting of such leave shall be at the discretion of the District.

Section 6 - Jury Duty and Other Legal Commitments

Subd. 1 - Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative and/or is the subject in a criminal, civil and/or personal legal accusation.

Subd. 2 - The employee shall receive full pay for this type of absence less jury duty and/or consultant pay, exclusive of expenses.

Section 7 - Emergency Closings and E-Learning Days

Subd. 1 - Emergency Closing - In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work but directed not to report, will be paid. If ~~staff are~~ directed to report, ~~please refer to see~~ the District's Provisions for the Closing of Schools, on the District's website ~~for further information~~.

Subd. 2 - E-Learning Days - When an e-learning day is called (or scheduled) by the Superintendent, it will be considered a regularly scheduled work day and employees shall be paid their regularly scheduled pay. Employees will be assigned work by their supervisor on such days. Employees opting not to work on an e-learning Day may choose to use discretionary leave, or take the day without pay. In such cases, employees will not be required to use paid leave prior to taking leave without pay.

ARTICLE ~~IXVIII~~ - EARLY RETIREMENT

Section 1

Technology Support staff, who were hired prior to July 1, 2008, who have completed at least 12 years of continuous service with the District and who are at least 55 years of age shall be eligible for severance pay, pursuant to the provisions of this Article upon submission of a written resignation accepted by the District.

Section 2

Eligible employees, upon early retirement, shall receive as severance pay an amount representing 50 days' pay.

Section 3

Subd. 1 - Technology Support staff covered by this Agreement, who were hired prior to July 1, 2008, shall receive, upon their retirement, the amount of the employee's unused number of accumulated sick leave days, but in any event not to exceed 100 days. This is in addition to the severance pay provided in Section 2.

Subd. 2 - Based upon the above, the maximum number of days that could be paid for severance purposes is 150 days for Technology Support staff.

Section 4 - Daily Rate

Subd. 1 - Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008-2009 school year.

Grade 6 \$17.41

Grade 8	\$21.38
Grade 9	\$23.63

Hours per day and rate of pay will be based on a five year average.

Example: Instructional Lab Tech, 3 years at Grade 6, current rate or cap
 Tech I, 2 years at Grade 8, current rate or cap
 The average rate of pay would be used to calculate severance.

Subd. 2 - If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employee's 2008-09 hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes.

Section 5

Severance pay shall be paid by the District in equal annual installments over a time period not to exceed two years from the effective date of the retirement and shall not be granted to an employee who is discharged by the District. The first payment will occur in the month of January following the retirement date. The second payment will occur one year from that January. Severance payments will be placed in a 403(b) plan in the individual's name. (The plan will be through ESI).

Section 6 - Group Insurance

Subd. 1 - An employee, hired before July 1, 2008, who retires early, pursuant to this Article, shall be eligible to continue participation in the District group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier. The District shall contribute \$225 per month towards single coverage and \$350 per month towards family coverage, until the age of 65 or the expiration of eight years of District contribution, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the Technology Support staff member. See Appendix B.

Subd. 2 - It is the responsibility of the employee to make arrangements with the school business office to pay the District the monthly premium amounts in advance and on such date as determined by the District.

Section 7 - Matching Contribution Plan - 403B

Subd. 1 - Beginning July 1, 2008, employees who are hired after June 30, 2008, who are regularly employed with the District shall be eligible to participate in a 403(b) matching contribution plan pursuant to M.S.356.24.

Subd. 2 - Beginning July 1, 2008, employees who were hired prior to July 1, 2008, who are regularly employed with the District shall be eligible and may choose to participate in a 403B matching contribution plan pursuant to M.S.356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under this Article.

Section 8 - Contributions

Subd. 1 - The District will match eligible annual employee contributions at the beginning of the years of service as stated below. Budgeted annual amounts will determine the max that can be set up each year.

<u>Beginning of School Year in ISD 200</u>	<u>Maximum Match</u>
4-8	2.5%
9-13	3.0%
14+	3.5%

Determination of years is based on hire date before or after January 1.

Subd. 2 - Maximum annual match is capped at \$2,500. Maximum lifetime match is capped at \$35,000.

Subd. 3 - An ISD #200 Salary Reduction Authorization form stating "Matching Contribution" must be received by the District office on August 1, preceding the school year during which the employee wishes to participate.

Section 9

In the event of the death of an employee who is eligible for severance pay under the provisions of Article VIII, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

ARTICLE X – TRAININGS AND MEETINGS

Section 1 - Attendance at Meetings - Assistive Technology Technician

At the discretion of the Building Principal or Special Education Administrator, the assistive technology technician may be required to attend IEP meetings of the student(s) with which they work. The assistive technology technician shall be paid their hourly rate for time that falls outside their scheduled work day.

Section 2 - Attendance at Seminars and Meetings Concerned with Technology

With supervisor approval, employees may attend meetings and seminars. District coverage of costs will be determined on a case-by-case basis.

ARTICLE XI - MISCELLANEOUS

Section 1 - Effective Date

The effective date of retirement shall be according to statutes.

Section 2 - Resignation

The resignation should be turned in at least two weeks in advance of leaving. Employees should write a letter of resignation to the Superintendent (copy to building administrator) stating

the reason for leaving. The Superintendent then presents the resignation to the ~~s~~School ~~b~~Board at its next regular meeting for acceptance.

Section 3 - Job Assignment

Job assignment is the responsibility of the immediate supervisor.

Section 4 - Seniority

Subd. 1 - Seniority will be based on the date of employment.

Subd. 2 - Reduction of Work Force: If it becomes necessary to reduce the Technology Support work force, the following procedure will be followed to effect the staff reduction.

Subd. 2a - Seniority for the reduction of work force purposes will be based on the total years of employment under the Technology Support Staff Agreement; total years not necessarily concurrent.

Subd. 2b - The employee holding the eliminated position shall have the right to replace the least senior employee in the Technology Support Staff group, provided the employee has more seniority than the employee being replaced and is qualified to perform the duties of that position.

Subd. 2c - Employees to be laid off shall receive written notice two calendar weeks in advance of the effective date of the employee's last date of employment.

Subd. 2d - Employees who are laid off shall be put on a recall list for one calendar year. Those on the recall list shall have the same rights as current employees to be considered for new job postings.

Subd. 2e - Employees recalled from layoff shall be reinstated at the pay rate specified in the Agreement that is in force at the time of reemployment.

Section 5 - Absenteeism

~~An employee who must be absent because of illness or other legitimate reason must notify the supervisor as early as possible.~~

Section 56 - Absences

Absences or unapproved absences not covered by leave policies will result in a salary deduction at the employee's regular hourly compensation rate.

Section 7 - Use of Facilities and Equipment

~~The Technology Support staff may reasonably use school copy machines, calculating machines, audio-visual equipment, computers and other accessories when such equipment is not otherwise in actual use and during non-working hours, so long as the equipment is kept in the building. The cost of materials for use of such equipment shall be borne by the Group. The~~

~~Group shall also have access to school facilities such as classrooms, lecture halls, and theaters during non-working hours when those facilities are not in use, subject to the requirements and conditions contained in the District's facilities use policies and procedures.~~

Section 68 - Agreement Copies

Copies of the Agreement shall be available online, on the District's website.

Section 79 - Mileage

The District will pay the IRS rate per mile for authorized use of personal cars in connection with District business as pre-approved by the immediate supervisor.

Section 8 - Damage to Personal Property

The District shall reimburse employees, up to a maximum of \$500 per incident, for replacement or repair of personal property, damaged or destroyed as a result of student assault or aggressive behavior that occurs while the employee is engaged in the performance of his or her assigned duties. In order to be eligible for reimbursement, the employee must report the incident within 48 hours and provide receipts and a police report, if one was made. Reimbursement made under this section is gratuitous payment and is not considered acceptance of liability on the part of the District.

ARTICLE X - BMS GRIEVANCE PROCEDURE

Section 1 - Definitions

Subd. 1 - Grievance: A grievance shall be defined as a dispute which arises concerning the application or interpretation of the terms of this Agreement.

Subd. 2 - Days: Days shall mean calendar days excluding Saturday, Sunday, and holidays as stated in this Agreement, and legal holidays as defined by Minnesota Statute. 20

Section 2 - Adjustment of Grievance

Subd. 1 - A grievance shall be resolved in the following manner. Both parties recognize that the seriousness of an issue may lead to the need of skipping a step in the outlined process.

Subd. 2 - Step I: The employee will verbally address their grievance to their immediate supervisor in an attempt to resolve the grievance.

Subd. 3 - Step II: In the event that the grievance is not resolved, the Exclusive Representative may submit a written grievance using the Grievance Reporting Form (Appendix C) to the employee's immediate supervisor, within 20 days after the event giving rise to the grievance.

Subd. 4 - Step III: Within 15 days of the receipt of the grievance, the immediate supervisor and the Exclusive Representative shall meet in an attempt to resolve the grievance. The immediate supervisor shall provide a written response to the grievance within ten days of the meeting. If a

resolution of the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subd. 5 - Step IV: In the event that the grievance is not resolved, the Exclusive Representative may forward the grievance to the Superintendent or his/her designee. This will be done within ten days of the receipt of the immediate supervisor's response. Within 15 days of the receipt of the grievance, the Superintendent or his/her designee will schedule a time to meet with the Exclusive Representative to discuss and attempt to resolve the grievance. The Superintendent or his/her designee will, within ten days of the meeting, provide a written response to the grievance to the Exclusive Representative. If a resolution of the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subd. 6a - Step V: In the event the grievance is not resolved, within ten days after receiving the written response of the denial of the grievance, either party may request arbitration by serving a written notice to the other party of their intention to proceed with arbitration.

Subd. 6b - The District and the Exclusive Representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the District and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of seven names. The list maintained by the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of seven arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. 6c - The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the Laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Subd. 7 - Processing of all grievances shall be during the normal work day whenever possible, and the employee(s) shall not lose wages due to the necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceedings are as follows:

- The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

Subd. 8 - The parties, by mutual written agreement, may waive any step and extend any time limits in this grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.

Subd. 9 - The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph of the grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Subd. 10 - 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, to enforce the award of an arbitrator, or to any situation in which its application constitutes unlawful reprisal or retaliation under applicable law.

5510.5110 POLICY

~~Parts 5510.5110 to 5520.5190 are to be literally construed so as to effectuate the purposes of Minnesota Statutes, Chapter 179A, the Public Employment Labor Relations Act.~~

5510.5120 APPLICATION

~~Parts 5510.5110 to 5510.5190 are applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, Section 179A.20, Subdivision 4.~~

5510.5130 DEFINITIONS

Subpart 1. — Scope

~~For the purpose of parts 5510.5110 to 5510.5190, the words defined in this part have the meanings given them.~~

Subpart 2. — Bureau

~~“Bureau” means the Bureau of Mediation Services.~~

Subpart 3. — Days

~~“Days” means calendar days.~~

Subpart 4. — Employee

~~“Employee” means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota~~

~~Statutes, Section 179A.12.~~

~~Subpart 5. — Grievance~~

~~“Grievance” means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, Section 179A.20, Subdivision 1. If no contract exists between the exclusive representative and the employer, “grievance” means a dispute or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non-probationary employees.~~

~~Subpart 6. — Non-probationary~~

~~“Non-probationary” means an employee who has completed an initial probationary period required as part of the public employer’s employment process.~~

~~Subpart 7. — Party~~

~~“Party” means either the exclusive representative and its authorized agent or the employer and its authorized representative.~~

~~Subpart 8. — Service~~

~~“Service” means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization and its last known mailing address. Service under parts 5510.5110 to 5510.5190 is effective upon deposit with the United States Postal Service as evidenced by a postmark or dated receipt, or upon personal delivery.~~

~~5510.5131 Computation of Time~~

~~In computing any period of time prescribed or allowed by parts 5510.5110 to 5510.5190, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday or holiday.~~

~~5510.5140 STEP ONE~~

~~When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee’s immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.~~

5510.5150 STEP TWO

~~If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in part 5510.5140 (step one), a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due under part 5510.5140 (step one). The employer's representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.~~

5510.5160 STEP THREE

~~If the grievance is not resolved under part 5510.5150 (step two), the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by Part 5510.5150 (step two) was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance or the agent of the exclusive representative within five days of the meeting.~~

GRIEVANCE REPORT FORM

Independent District 200
Hastings, Minnesota

Grievance No. _____

Name _____

Building _____

Date Grievance Occurred _____

Statement of Facts:

Specific Provisions of No Discrimination Policy Allegedly Violated:

Particular Relief Sought:

Dated: _____

Signature of Grievant _____

Copies to: Superintendent
Supervisor

Adopted: 2/10/77

ARTICLE XI - DURATION

THIS AGREEMENT shall remain in full force and effect for a period commencing on July 1, 202~~42~~ through June 30, 202~~64~~. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 202~~64~~, all compensation and working conditions remain in effect as set forth in this Agreement until a successor Agreement is affected.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 202~~53~~.

~~TECHNOLOGY SUPPORT STAFF~~ _____ ~~INDEPENDENT SCHOOL DISTRICT #200~~

BY: _____ BY: _____
_____~~Technology Support Representative~~ _____~~District Representative~~

BY: _____ BY: _____
_____~~Technology Support Representative~~ _____~~School Board Chair~~

Education Minnesota Hastings _____ Hastings Public Schools
Computer Instructional Technicians _____ Independent School District #200

_____ Chairperson

_____ Clerk

_____ District Representative

Date: _____ Date: _____

APPENDIX A

Lead Computer Technician

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$33.10</u>	<u>\$33.64</u>	<u>\$34.18</u>	<u>\$34.72</u>	<u>\$35.26</u>	<u>\$35.80</u>	<u>\$36.34</u>
<u>2025-2026</u>	<u>\$34.09</u>	<u>\$34.65</u>	<u>\$35.21</u>	<u>\$35.76</u>	<u>\$36.32</u>	<u>\$36.87</u>	<u>\$37.43</u>

Theater Coordinator

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$29.82</u>	<u>\$30.74</u>	<u>\$31.66</u>	<u>\$32.58</u>	<u>\$33.50</u>	<u>\$34.42</u>	<u>\$35.33</u>
<u>2025-2026</u>	<u>\$30.71</u>	<u>\$31.66</u>	<u>\$32.61</u>	<u>\$33.56</u>	<u>\$34.51</u>	<u>\$35.45</u>	<u>\$36.39</u>

Computer Technician II

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$27.03</u>	<u>\$27.42</u>	<u>\$27.81</u>	<u>\$28.20</u>	<u>\$28.59</u>	<u>\$28.98</u>	<u>\$29.35</u>
<u>2025-2026</u>	<u>\$27.84</u>	<u>\$28.24</u>	<u>\$28.64</u>	<u>\$29.05</u>	<u>\$29.45</u>	<u>\$29.85</u>	<u>\$30.23</u>

Instructional Lab Technician Assistive Technology Technician

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$20.96</u>	<u>\$21.46</u>	<u>\$21.96</u>	<u>\$22.46</u>	<u>\$22.96</u>	<u>\$23.46</u>	<u>\$23.94</u>
<u>2025-2026</u>	<u>\$21.59</u>	<u>\$22.10</u>	<u>\$22.62</u>	<u>\$23.13</u>	<u>\$23.65</u>	<u>\$24.16</u>	<u>\$24.66</u>

Footnote: The following individual shall be grandfathered at a 3% annual increase; pay rates shall be as follows:

	<u>2024-2025</u>	<u>2025-2026</u>
<u>Mary Rowan</u>	<u>\$25.62</u>	<u>\$26.38</u>

2022-2023

DESCRIPTION	Step	Grade 10	Grade 9	Grade 6
-	-	-	-	-
Hourly Rates				
Grade 10				
—Lead Computer Technician	6	\$27.97	\$25.47	\$19.40
—Theater Coordinator	7	\$28.65	\$26.09	\$19.81
	8	\$29.35	\$26.68	\$20.22
Grade 9	9	\$30.06	\$27.28	\$20.59
—Computer Tech II	10	\$30.75	\$27.85	\$21.02
	11	\$31.43	\$28.47	\$21.42
Grade 6	12	\$32.14	\$29.06	\$21.82
—Assistive Technology Technician	13	\$32.85	\$29.66	\$22.42
—Instructional Lab Technician	16	\$34.10	\$30.66	\$23.42
	21	\$35.35	\$31.66	\$24.42

Retention payment: For 2022-2023, all 12 month technology support staff hired on or before June 30, 2022 will receive a one-time payment of \$1,000 paid out the first payroll in December 2022. All less than 12 month technology support staff hired on or before June 30, 2022 will receive a one-time payment of \$600 paid out the first payroll in December 2022.

2023-2024

DESCRIPTION	Step	Grade 10	Grade 9	Grade 6
-	-	-	-	-
Hourly Rates				
Grade 10				
—Lead Computer Technician	6	\$28.53	\$25.98	\$19.79
—Theater Coordinator	7	\$29.22	\$26.61	\$20.21
	8	\$29.94	\$27.21	\$20.62
Grade 9	9	\$30.66	\$27.83	\$21.00
—Computer Tech II	10	\$31.37	\$28.41	\$21.44
	11	\$32.06	\$29.04	\$21.85
Grade 6	12	\$32.78	\$29.64	\$22.26
—Assistive Technology Technician	13	\$33.51	\$30.25	\$22.87
—Instructional Lab Technician	16	\$34.76	\$31.25	\$23.87
	21	\$36.01	\$32.25	\$24.87

APPENDIX B - SEVERANCE RATE AND HEALTH CAPS

Classification	Last	First	Grade	Severance Yes/No	Max Hourly Rate Current	Retiree Health Yes/No	Max Monthly Single	Max Monthly Family
								

					Step 13			
Assistive Tech Technician	Rowan	Mary	6	Yes	\$17.41	Yes	\$225	\$350
Computer Technician	Smith	Derek	9	Yes	\$23.63	Yes	\$225	\$350

TERMS OF SICK LEAVE BANK

The following are the terms under which a sick leave bank is available to employees who covered under the Terms and Conditions for Technology Support Staff:

1. Purpose

- a. The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

2. Membership

- a. Employees shall contribute a maximum of one day of sick/ESST leave during the donation period to be eligible for the Sick Leave Bank.
 - i. Employees who do not contribute one sick/ESST day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
- b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
- c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
- d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
- e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
- f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

3. Qualification

- a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick/ESST leave accrual, and other paid leave available to them (i.e. ~~essential leave, vacation, etc discretionary leave~~).
- b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
 - i. Need leave to meet the waiting period for Long Term Disability; or
 - ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
 - iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
 - iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and
- c. Written verification by the attending physician is required.

4. Maximum Eligibility

- a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.

5. Exclusions

- a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
- b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
- c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

6. Part-time Employees

- a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.

7. Administration

- a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.
- b. The Sick Leave Bank will be administered by the Human Resources Department and granting of leave shall be in accordance with the terms stated herein.
- c. If leave is denied and the employee believes it meets the stipulated requirements, the denial may be appealed to the Superintendent.

Education Minnesota Hastings
Computer Instructional Technicians

Hastings Public Schools
Independent School District #200

FOR THE UNION

FOR THE DISTRICT

DATE

DATE
TECHNOLOGY SUPPORT STAFF
#200

INDEPENDENT SCHOOL DISTRICT

BY: _____

Technology Support Representative

BY: _____

District Representative

BY: _____

Technology Support Representative

BY: _____

School Board Chair

DATE: _____

DATE: _____

Memorandum of Understanding – Collapsed Classroom Pay

The Hastings School District and ~~Technology Support Staff~~Computer Instructional Technicians agree to the following:

In the event the school district initiates the practice of a collapsed classroom at the elementary level, and additional students from the collapsed classroom are moved under the supervision of the instructional lab technician, additional compensation will be as follows:

- 2 - 4 hours \$15.00 per instructional lab technician
- 4.25 hours or more \$30.00 per instructional lab technician

Education Minnesota Hastings
Computer Instructional Technicians

Hastings Public Schools
Independent School District #200

FOR THE UNION

FOR THE DISTRICT

DATE

DATE

~~TECHNOLOGY SUPPORT STAFF~~

~~INDEPENDENT SCHOOL DISTRICT #200~~

BY: _____

Technology Support Representative

BY: _____

District Representative

BY: _____

Technology Support Representative

BY: _____

School Board Chair

DATE: _____

DATE: _____

Memorandum of Understanding – Paid Leave

MEMORANDUM OF UNDERSTANDING BETWEEN
Independent School District 200 (hereinafter referred to as “District”)
AND
Education Minnesota Hastings Educational Support Professionals
(hereinafter referred to as “Union”)

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2024, through June 30, 2026; and,

WHEREAS the District and Union desire to address possible terms and conditions related to Paid Family Medical Leave or Paid Leave under Minnesota Statutes Section 268B.01, et seq., after the Department of Employment and Economic Development (DEED) creates the rules guiding benefits; and,

WHEREAS the rules that will guide the use and implementation of the Paid Leave benefits are currently being created by the Minnesota Department of Employment and Economic Development (DEED);

WHEREAS the District and Union prefer to negotiate on this subject when rulemaking is completed;

WHEREAS Paid Family Medical Leave or Paid Leave (PFML) as per Minnesota Statutes Section 268B.01, et seq. goes into effect on January 1, 2026;

NOW THEREFORE, be it resolved that the parties agree to the following:

Within 30 days of the Minnesota Department of Employment and Economic Development (DEED) making public a final set of rules, but no later than May 30, 2025, the parties agree to reopen negotiations to meet and negotiate regarding potential terms related to Paid Family Medical Leave or Paid Leave.

Effective Date and Duration

This MOU shall continue in effect until June 30, 2026.

NOW THEREFORE, be it further resolved that the parties agree to the following:

Impact on Precedent. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties related to reopening bargaining related to leave related to Paid Family Medical Leave or Paid Leave as per Minnesota Statute. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement,

statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District’s School Board and is signed by both parties.

<u>Education Minnesota Hastings</u>	<u>Hastings Public Schools</u>
<u>Computer Instructional Technicians</u>	<u>Independent School District #200</u>

<u>FOR THE UNION</u>	<u>FOR THE DISTRICT</u>
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<u>DATE</u>	<u>DATE</u>
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