

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 138

and

NORTH BRANCH SUPPORT STAFF ASSOCIATION

Effective July 1, 2024, through June 30, 2026

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ARTICLE I PURPOSE

Section 1. Parties. THIS AGREEMENT is entered into between Independent School District No. 138, North Branch, Minnesota, hereinafter referred to as the School District, and the North Branch Support Staff Association, hereinafter referred to as exclusive representative or Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for nine and ten month paraprofessional and clerical support employees as more fully described in Article II hereof.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the North Branch Support Staff Association, as the exclusive representative for nine and ten month paraprofessional and clerical support employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all employees of the School District described in the certification by the Commissioner of the Bureau of Mediation Services in Case No. 99-PCE-130 as follows: All 9 and 10 month paraprofessional and clerical support employees employed by Independent School District No. 138, North Branch, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV SCHOOL BOARD RIGHTS

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

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

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

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

ARTICLE V ASSOCIATION RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating

grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed any exclusive representative that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative.

Section 4. Association Leave. At the beginning of each two year contract term (i.e., July 1, 2000 and every two years thereafter) the Association shall be credited with fifteen (15) days of leave to be used by employees who are officers or agents of the Association. Such leave shall be used as authorized by the Association president. The Association agrees to notify the School Board, or its designee, at least forty-eight (48) hours prior to the date for intended use of such leave. The Association will reimburse the School District for the cost incurred for any substitute employees as a result of this section.

Subd. 1. All requests for time off shall be in writing and shall include the names of the individuals and amount of time off required.

Subd. 2. The Association president shall designate the individuals and dates involved by notifying the Superintendent or designee at least two days prior to the absence, whenever possible.

Section 5. Association meetings shall not be held during regular working hours except by mutual consent of the Association representative and the Superintendent of Schools or his/her designated representative.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay:

Subd 1. 2024-2025 Contract Year: Rates of pay as provided in Schedule A hereof shall be a part of this Agreement for the 2024-2025 contract year.

Subd. 2. 2025-2026 Contract Year: Rates of pay as provided in Schedule B hereof shall be part of this Agreement for the 2025-2026 contract year.

Subd. 3. Successor Agreement: In the event a successor agreement is not entered into prior to July 1, 2026, an employee shall remain at the same step as compensated during the 2025-2026 contract year until a successor Agreement is reached.

Subd. 4. New Employees: New employees shall be hired at such step on the salary schedule as agreed to between the employee and the School District, and shall be eligible for step advancement on July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in starting salary on July 1 but shall not be eligible for step advancement until the following July 1.

Subd. 5: Except as otherwise provided in this Agreement, part-time employees, regularly employed less than 30 hours per week, shall be entitled to no other benefits, other than wages, under the provisions of this Agreement. It is also agreed that a part-time employee, as defined herein, whose assignment is temporarily increased beyond the regular part-time assignment for a temporary period, shall continue to be treated as a part-time employee for purposes of insurance and benefits and shall not become eligible for such benefits as a result of such temporary increased time.

Subd. 6: Career Increment Stipend: An employee who has completed at least fifteen (15) years of continuous service in the School District shall be paid a non-recurring one-time payment of a career increment stipend, not added to the base, according to the following schedule:

2024 – 2025	\$250
2025 – 2026	\$300

Section 2. Application: The School District may withhold an increment in individual cases where a demonstrable deficiency in performance of the employee occurs, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence thirty (30) days prior to the otherwise effective date of increase.

Section 3. Employer Discretion. Nothing herein shall preclude the School District from granting increases related to performance, equity adjustments, or market conditions above the requirements of this Article.

ARTICLE VII GROUP INSURANCE AND TAX SHELTER PLANS

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Single Coverage.

The School District shall contribute a sum not to exceed \$570 per month toward the premium for coverage for all eligible employees employed by the School District who qualify for and are enrolled in the School District individual group medical plan. Effective January 1, 2025, the School District shall contribute a sum not to exceed \$610 per month toward the premium for coverage for all eligible employees employed by the School District who qualify for and are enrolled in the School District individual group medical plan. Effective January 1, 2026, the School District shall contribute a sum not to exceed \$650 per month toward the premium for coverage for all eligible employees employed by the School District who qualify for and are enrolled in the School District individual group medical plan.

Subd. 2. Family Coverage.

The School District shall contribute a sum not to exceed \$720 per month toward the premium for coverage for all eligible employees employed by the School District who qualify for and are enrolled in the School District family medical plan. Effective January 1, 2025, the School District shall contribute a sum not to exceed \$770 per month toward the premium for coverage for all eligible employees employed by the School District who qualify for and are enrolled in the School District family medical plan. Effective January 1, 2026, the School District shall contribute a sum not to exceed \$820 per month toward the premium for coverage for all eligible employees employed by the School District who qualify for and are enrolled in the School District family medical plan.

Subd. 3. Contribution Amounts for Participants in PEIP: In the event the exclusive representative elects coverage for its members in the Public Employees Insurance Program ("PEIP"), and PEIP is not the School District's designated group medical plan, the School District shall contribute a sum not to exceed \$600 per month toward the premium for coverage for all eligible employees employed by the School District who are enrolled in the PEIP health insurance program and a sum not to exceed \$760 per month toward the premium for coverage for all eligible employees employed by the School District who are enrolled in a PEIP employee and dependent care health plan. Any additional cost of the premium will be borne by the employee and may be elected through a flexible benefit plan. When both spouses are employees of the School District, the maximum School District contribution for both combined will be one family contribution plus one single contribution.

Subd 4. When both spouses are employees of the district, the maximum School District contribution for both combined will be one family contribution plus one single contribution.

Subd. 5. Employees who choose to be covered by a School District Health Savings Account (HSA) compatible health and hospitalization insurance plan that has a cost of premium which is less than the School District contribution

will have the difference in contribution paid into a Health Savings Account each month.

Subd. 6. To the extent the federal Patient Protection and Affordable Care Act takes effect during the term of this Agreement and affects the School District's obligations to offer group insurance to employees to a greater extent than provided for in this Section, the School District, in its sole discretion, will provide additional benefits consistent with the requirements of that law.

Section 3. Dental Insurance.

The School District shall contribute a sum not to exceed \$50 per month toward the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The School District shall contribute a sum not to exceed \$70 per month toward the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group dental plan.

Section 4. Life Insurance. Effective the first of the month following execution of this agreement, the School District shall provide eligible employees with term life insurance in the amount of \$50,000 with an accidental death and dismemberment clause.

Section 5. Long Term Disability Insurance. The School District shall provide eligible employees with long term disability benefits pursuant to the School District's group long term disability plan.

Section 6. Matching Contributions to 403(B) Tax Deferred Annuities: All full-time employees hired after July 1, 2006, and beginning their fourth (4th) year of full-time employment in the School District will be eligible to participate in the matching program.

Subd. 1. Eligible employees must use the matching program election during the eligible period, one (1) school year. Application for participation or change in the School District contribution must be made by December 1 of each school year. Participation will continue at the same rate until the district office is notified of any change.

Subd. 2. The School District will match eligible annual employee contributions in the following amounts:

Completed Years of Full-Time Service	Contribution Per Annum
3 – 9 years	\$500
10 – 14 years	\$650
15 – 19 years	\$850
20 years and thereafter	\$1050

Subd. 3. The provisions of this matching program are pursuant to Minnesota statute, and other applicable state and federal statutes.

Subd. 4. Full-time employees hired before July 1, 2006 who waived their eligibility for severance pay under Article XVI prior to June 30, 2008 may elect to participate in the matching 403(b) tax deferred annuity plan as provided in Subd 2 hereof.

Section 7. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment, all School District contributions shall cease.

Section 9. Eligibility: The benefits of this Article are designed only for eligible employees defined as those employees hired and scheduled to work at least nine months per year and 30 hours per week, and such benefit shall not apply to any employee hired and scheduled to work for a lesser period of time.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All eligible employees shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School District (9 or 10 days per contract year).

Subd. 2. Sick leave shall be limited to a total accumulation of one hundred seventy (170) days.

Subd. 3. Except as provided by applicable law, the School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4. Employees missing work will notify the School District office as soon as possible using the School District's designated notification procedure. Failure to do so will result in disallowance of sick leave pay.

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

Section 2. Bereavement Leave:

Subd. 1. Eligible employees may be granted bereavement leave with pay for deaths or funerals in the employee's family pursuant to the rules in this section. Days used under this section will not be deducted from sick leave.

Subd. 2. Up to five (5) days per separate occurrence may be allowed if the death or funeral involved the employee's father, mother, step-father, step-mother, sister, brother, husband, wife, son or daughter, foster child, grandparents, or grandchildren.

Subd. 3. Up to three (3) days per separate occurrence may be allowed in the case of the death of the employee's spouse's father, mother, sister, brother, or individual living in the immediate household.

Subd. 4. The specific amount of leave allowed under this section shall be within the discretion of the School District, and more bereavement leave may be allowed than provided for in this section, depending upon the particular circumstances surrounding each case.

Section 3. Personal Leave:

Subd. 1. Eligible employees are granted one (1) day of personal leave with pay per contract year, which may be used at the discretion of the Superintendent or other School District administrator.

Subd. 2. Requests to use of personal leave must be entered in the School District's employee absence management systems at least three (3) days in advance, whenever reasonably possible.

Subd. 3. A personal leave day normally shall not be granted for the first five (5) days and the last five (5) days of the school year.

Subd. 4. An employee may accumulate up to five (5) days of personal leave, which may be used consecutively. The scheduling of the personal leave day(s) shall be subject to approval by the School District. An employee may elect to redeem, at the employee's regular daily rate of pay, accrued and unused personal leave days at the end of each school year. An employee shall notify the School District in writing by not later than the close of business on May 31 of each school year of his or her desire to redeem unused personal leave days.

Redeemed personal leave days shall be deducted from the employee's accumulated personal leave days.

Section 4. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

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

Subd. 3. A pregnant employee will provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School District may, but shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration related to this section, including FMLA.
2. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 6. An employee returning from child care leave shall be reemployed in an available position for which he or she is qualified. The position will be commensurate with the position occupied prior to the leave, if available, provided the employee is fully qualified to perform the duties of such position. If such a position is not available, the employee shall be offered an available position, if any, in the same or lower classification, provided the employee is fully qualified to perform the duties of such position.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 8. Leave under this section shall be without pay or fringe benefits except as otherwise provided by law.

Section 5. Worker's 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 Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay from accrued sick leave, to the extent of the employee's earned accrual of sick leave pay.

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

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pay pursuant to this policy shall submit his or her Worker's Compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

Section 6. Medical Leave of Absence.

Subd. 1. An employee who has completed his/her probationary period and who is unable to work because of illness or injury, and has exhausted all sick leave credit available, shall, upon request, be granted a medical leave of absence, without pay, up to 12 weeks. The School District may, in its discretion, renew such a leave.

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

Section 7. Leaves Without Pay.

Subd. 1. An employee may be allowed days off without pay during the regular school year, in the discretion of the Superintendent, upon timely written request submitted in advance to the Superintendent.

Subd. 2. A request for a leave without pay must be approved in advance by the Superintendent. The employee's request for approval will be reviewed by the Superintendent considering the availability of a substitute, the nature of the reason for the absence, and the needs of the School District and other relevant factors.

Subd. 3. The decision of the Superintendent is final. The decision of the Superintendent shall not be subject to the grievance procedure.

Section 8. Jury Duty Leave. Leave of absence for jury duty will be granted by the School District for jury duty service. An employee will receive his/her regular rate of pay but must assign to the School District the compensation the employee receives for serving on jury duty, excluding any mileage allowance.

Section 9. Probationary Period. The parties agree that the applicable periods of probation for employees as set forth in this document are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on unpaid absence shall not be counted in determining the completion of the probationary period.

Section 10. Retention of Benefits. An employee who returns from unpaid leave within the provisions of this Article 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. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of unpaid absence.

Section 11. Group Insurance. An employee on unpaid 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 unpaid leave. The right to continue participation in such group insurance program, however, will terminate if the employee does not return to the School District pursuant to this article.

Section 12. Eligibility: The benefits of this Article are designed only for eligible employees defined as those employees regularly employed at least nine months per year and at least 30 hours per week, and such benefits shall not apply to any employee hired and scheduled to work for a lesser period of time. However, any bargaining unit employee shall be eligible for leave consideration pursuant to Section 7 hereof.

ARTICLE IX HOLIDAYS

Section 1. Paid Holidays. Bargaining unit employees shall receive regular pay for the following paid holidays:

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Section 2. If one of the above holidays falls on either a Saturday, Sunday, or scheduled school day, the District shall designate a non-school day close to the holiday as the designated paid holiday.

Section 3. Eligibility. To be eligible for pay pursuant to this Article, an employee must have worked or been on approved paid leave on the workday before or the workday after the holiday. In the event that an employee is ineligible for a holiday due to an emergency, the employee may appeal to the Superintendent to waive the eligibility requirement at his/her discretion based on the nature of the emergency.

ARTICLE X HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the School District each year for regular employees.

Section 3. Part-time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Section 4. Shifts, Hours and Starting Time: All employees will be assigned starting time, shifts and specific hours as determined by the School District. The School District reserves the right to modify such schedules to accommodate staffing needs.

Section 5. Lunch Period: Employees shall be provided a duty free lunch period of at least 30 minutes. The School District shall endeavor to provide reasonable paid duty free breaks as practicable. In the event an employee does not receive a duty

free lunch, the employee may, upon prior written approval by building principal or School District-level administrator, be paid the employee's wage for the 30-minute lunch break.

Section 6. School Closing: In the event that school is closed for any reason and the employees are not required to perform services, the employees' compensation shall be reduced accordingly. If an employee reports for work, absent a public notice of school closing and school is subsequently canceled after the employee has arrived, such employee will be paid for time actually worked or three hours, whichever is greater. Such payment shall not be made if the employee had actual notice of the school closing prior to reporting to work or if a public announcement is made one or more hours prior to the employee's starting time. In the event a school day is not rescheduled as a makeup day, the employee may use emergency leave or sick leave to compensate the employee for the day that school is closed and not rescheduled as a makeup day.

Section 7. Work Outside of Contract Hours. Any additional work performed outside of the normal duty day must be pre-approved in writing by the building principal or School District-level administrator.

ARTICLE XI DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) calendar months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Section 5. Representation: An employee shall be entitled to have a representative of the Association present, if requested by the employee, in the event that the employee is being disciplined by the School District. If the employee requests representation, no disciplinary action will be taken until a representative of the Association is available, provided that the representative is available in a reasonable time given the circumstances.

ARTICLE XII VACANCIES AND POSTING

Section 1. Posting of Vacancies or New Positions: All vacancies and new positions within the bargaining unit, which are anticipated to be at least ninety (90) days in duration, will be posted for at least three working days, identifying each vacant position. A vacancy may be filled temporarily pending completion of posting and application procedures.

Section 2. Posting Procedures: Notices of vacancies will be distributed by email to members of the bargaining unit.

Section 3. Application for Vacancies: All employees under this agreement, including those on layoff status, may submit an application for a vacant position. The final decision on all applications will be made by the School District.

Section 4. Notice of Appointment: Notice of the candidate selected to fill the vacancy shall be provided via e-mail to the Association's designee within seven (7) working days from the selected candidate's first day of work.

Section 5. Application: Nothing herein shall be construed to preclude the School District from considering outside applicants along with internal candidates.

ARTICLE XIII LAYOFF AND RECALL

Section 1. Application: The School District recognizes the concept of seniority for purposes of establishing the order of layoff and recall of employees.

Section 2. Definition: For purposes of this Article, an employee's seniority shall mean the length of an employee's service commencing with the employee's first day of service within the bargaining unit. An employee shall not acquire seniority rights until

after completion of the probationary period as described in Article XI hereof. However, upon completion of the probationary period, the employee's seniority date shall relate back to the employee's first day of service in the bargaining unit.

Section 3. Definition. "Layoff" is defined as a reduction in hours which jeopardizes an employee's status as full-time or a complete loss of job.

Section 4. Layoff. In the event of a reduction in force, employees shall be laid off within job title and building/department in inverse order of seniority.

Section 5. Recall. In the event of a vacancy, laid off employees shall be entitled to recall within job title and building/department in order of seniority. If an employee refuses recall, the employee shall lose his/her seniority rights. However, an employee shall not lose his/her seniority rights if the recall involves less hours or less compensation than the position that the employee was laid off from. An employee who is discharged, resigns, rejects recall as defined herein, or is on layoff for eighteen (18) continuous calendar months shall forfeit all seniority rights. An employee who has been laid off and then recalled will not forfeit accumulated sick leave and personal leave.

Section 6. Seniority List. In October of each year, the School District will prepare a seniority list (name, date of employment, building/department, and job title). This list will be posted and a copy shall be provided to the Association. Employees will have ten calendar days to notify the School District office, in writing, of any disagreement with the list. The School District will modify the list, if appropriate. If modifications are made in the list as a result of this procedure, a final modified list will then be reposted with a copy to the Association.

Section 7. Eligibility. To acquire and exercise seniority standing an employee must be regularly employed at least nine months per year and 16 hours per week.

Section 8. Meet and Confer. The parties agree to meet and confer, upon written request of either party, to discuss questions regarding implementation of this article.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. 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 working days. A working day is defined as all week days not designated as holidays by state law.

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

Section 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within seven days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within ten days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. Denial of a Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Mediation. Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 8. Arbitration Procedures: In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the grievant, and such request must be received in the office of the superintendent within ten days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty days after request for arbitration. Within ten days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. The request shall ask that the panel be submitted within ten days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request that the BMS submit a panel of arbitrators within the time period as provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

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

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further

shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV NO STRIKE/NO LOCKOUT

Section 1. Public Obligation. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. No Strike/No Lockout: The parties agree, therefore, that during the term of this contract, neither the exclusive representative nor any individual employee shall engage in any strike, and the School District shall not engage in a lockout. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XVI SEVERANCE PAY

Section 1. Eligibility: To be eligible for the provisions of this Article, an employee must:

- (1) have been employed prior to July 1, 2006;
 - (2) have not elected the matching 403(b) tax sheltered annuity plan contribution as provided in Article VII, Section 6;
 - (3) have completed at least 15 years of continuous service with in the School District and be at least 55 years of age, and
 - (4) have submitted_a written resignation accepted by the School Board.
- Only those employees regularly employed a minimum of 30 hours per week and a minimum of nine months per year shall be eligible for the benefits of this Article.

Section 2. Amount: Eligible employees, upon retirement, shall receive as severance pay an amount representing their days of accrued and unused sick leave as provided in Article VIII, Section 1, not to exceed a maximum of 105 paid days, and up to five unused personal leave days as provided in Article VIII, Section 3, Subd. 5.

Section 3. Payment: Severance pay shall be paid by the School District in lump sum or in equal annual installments over a time period not to exceed two (2) years from the effective date of the retirement and shall not be granted to any employee who is discharged by the School District. The first payment will be made within one (1) month following the date of resignation and the second payment will be made within ten (10) business days after January 1 of the following year.

Section 4. Application: In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule.

Section 5. Beneficiary. If after termination of employment the employee dies before severance payments have been completed, the balance due shall be paid to a named beneficiary, or if no beneficiary has been designated, to the estate of the deceased.

ARTICLE XVII MISCELLANEOUS

Section 1. Health Examination. Any employee whose condition of physical or mental health is thought to be adverse to the welfare of pupils or other employees, may be required to undergo a medical and/or mental health examination by a licensed physician, at the expense of the School District. The School District reserves the right to choose the physician, mental health professional or clinic when such examination is required by the School District.

Section 2. Cold Weather Apparel Reimbursement. Employees who have at least three months of continuous service in the School District and who perform crossing guard duties in the months of December, January and February may be reimbursed up to \$100 per contract year for cold weather apparel purchase(s) (such as jackets, boots, hats, gloves and mittens, and the like) made during the contract year. An employee requesting reimbursement under this Section must first present a receipt for the purchase(s) which indicates the date of the purchase(s), the dollar amount of the purchase(s) and the location where the purchase(s) was made.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2026, 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 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to 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.

Section 3. 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 term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

North Branch Support Staff
Association

Independent School District No. 138



President

Board Chair



Vice President

Clerk

Dated: 8-27-24

Dated: _____

SCHEDULE A

2024-2025

GRADE	1	2	3	4	5	6	7
STEP							
1	14.08	14.99	15.91	16.82	17.73	18.65	19.56
2	14.57	15.52	16.47	17.42	18.38	19.33	20.28
3	15.05	16.04	17.03	18.02	19.01	20.01	21.00
4	15.54	16.58	17.60	18.62	19.65	20.69	21.71
5	16.03	17.10	18.16	19.23	20.30	21.35	22.42
6	16.52	17.62	18.72	19.83	20.93	22.03	23.14
7	17.01	18.15	19.29	20.43	21.57	22.71	23.85
8	17.50	18.68	19.85	21.03	22.21	23.39	24.56
9	17.99	19.20	20.42	21.63	22.85	24.06	25.27
10	18.48	19.73	20.99	22.23	23.49	24.74	26.00
15*	18.81	20.06	21.32	22.57	23.83	25.07	26.33
20*	19.15	20.40	21.65	22.90	24.16	25.41	26.67

To be eligible for this step, an employee must have completed that number of years of
 * service in the North Branch School District.

SCHEDULE B

2025-2026

GRADE	1	2	3	4	5	6	7
STEP							
1	14.78	15.74	16.70	17.66	18.62	19.58	20.54
2	15.30	16.29	17.30	18.29	19.30	20.29	21.30
3	15.80	16.84	17.88	18.92	19.97	21.01	22.05
4	16.32	17.40	18.48	19.56	20.63	21.72	22.80
5	16.83	17.95	19.06	20.19	21.31	22.42	23.54
6	17.35	18.50	19.66	20.82	21.98	23.13	24.29
7	17.86	19.05	20.26	21.45	22.64	23.85	25.04
8	18.37	19.61	20.84	22.08	23.32	24.56	25.79
9	18.89	20.16	21.44	22.71	23.99	25.26	26.54
10	19.40	20.71	22.04	23.35	24.67	25.98	27.30
15*	19.75	21.06	22.39	23.70	25.02	26.33	27.65
20*	20.11	21.42	22.74	24.05	25.37	26.68	28.00

To be eligible for this step, an employee must have completed that number of years of
 * service in the North Branch School District.