

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 308
NEVIS, MINNESOTA

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 2768

July 1, 2025– June 30, 2027

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ARTICLE I RECOGNITION AND PURPOSE

Section A. Parties

This Agreement is entered into between Independent School District No. 308, Nevis, Minnesota, hereinafter referred to as the School District, and the American Federation of State, County and Municipal Employees AFL-CIO Union No. 2768, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the following unit for the duration of this Agreement:

All non-instructional employees of the School District who are public employees within the meaning of P.E.L.R.A. excluding supervisory and confidential employees and bus drivers.

Section B. Recognition

In accordance with P.E.L.R.A., the School Board recognizes Minnesota Council 65, American Federation of State, County and Municipal Employees AFL-CIO, Local Union No. 2768, as the exclusive representative for the Unit, as described in Section A above, and duties as prescribed by P.E.L.R.A., and as described in the provisions of this Agreement.

ARTICLE II DEFINITIONS

Section A. "Terms and Conditions of Employment"

Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits and the School District personnel policies affecting the working conditions of the employees, but shall not mean nor include the inherent managerial rights of the School District as set forth in P.E.L.R.A.

Section B. Employees

1. Full-Time: A full-time employee is one who works thirty-six (36) hours or more per week.
2. Part-Time: A part-time employee is one who works less than thirty-six (36) hours per week.
3. Casual Employee: A casual employee is one who works less than fourteen (14) hours per week or less than thirty-five percent (35%) of the normal workweek.

Section C. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

Section D. Gender

All references to gender shall apply equally to both male and female employees.

Section E. Classifications

Classifications are defined as:

Head Custodian

Head Cook

Principal's Secretary

District Secretary

Secretary

Media Center Paraprofessional

Alternative Room Educational Assistant

Educational Assistant

Custodian

Cooks

Fitness Center Monitor

ARTICLE III PAYMENT OF DUES

Section A. Payroll Deductions

The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and the Employer shall remit such deductions to AFSCME Council 65 (3335 West St Germain Street Suite 107 St Cloud, MN 56301) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessment, in an electronic Excel format or via U.S. mail.

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

Section B. Fair Share Fee

The Union may collect a Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. State. Sect. 179A.06, Subd. 3.

Upon thirty (30) days' notice in writing to the payroll officer of the name of the employee and the amount of the fair share fee certified by the exclusive representative, the School District will deduct such fair share fee in installments from such employee's pay check each month, and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any employee subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative

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

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section A.

The overall directions and supervision of the operation of the working force are vested in the School District. The introduction of new and more efficient methods of operation, the improvement of existing methods of operation and the control and regulation of the use of all equipment and other property of the School District are the exclusive functions of administration by the School Board. All employees are subject to the policies adopted by the School Board concerning behavior and discipline. The Board reserves the right to employ such personnel as it deems necessary on a casual or part-time basis.

Section B.

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

Section C.

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

Section D.

The foregoing enumeration of the School District's rights and duties shall not be deemed to exclude other inherent management rights and 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 HOURS OF WORK

Section A.

The normal hours of work shall be eight (8) hours per day, exclusive of lunch, and forty (40) hours per week when school is in session and thirty-seven and one-half (37 ½) hours per week when school is not in session during the months of June, July and August. The School District shall make an effort to provide each employee with reasonable break time in each four (4) hours worked.

Section B.

All employees will be assigned starting times and shifts as determined by the School District. Each employee shall be provided a minimum of 30 consecutive minutes of duty-free lunch.

Section C.

The School District will arrange the working schedule so that employees will have two (2) rest days in each workweek.

Section D.

All hours worked in excess of forty (40) hours per week during the regular school year and thirty-seven and one-half (37 ½) during the summer shall be compensated at time and one-half (1 ½) rates. In determining whether an employee has worked more than 40 hours in any week for the purpose of determining overtime, a holiday occurring in such week shall be considered a day worked regardless of whether it was scheduled as a day of work or a day of rest.

When an employee is called into work for emergencies, boiler checks, or building checks by the employer or their designee they will receive a minimum of two hours of pay. For nine (9) month employees who are called into work for emergencies, boiler checks, or building checks by the employer or their designee they will receive pay at a rate of time and one half.

Compensatory time off, at time and one-half (1 ½) rates, may be taken in lieu of cash payment for overtime. Use of compensatory time taken will be limited to two (2) days off at any one time.

Section E.

Overtime work shall be distributed equitably among the employees in each classification.

Section F.

Employees doubling out shall be given opportunity to procure or send out for meals, and employees working overtime for more than four (4) hours shall be given a similar opportunity.

Section G.

Regular employees of the School District who are employed only for the school year nine or ten months, shall be offered summer and Christmas break employment when the need for such work arises. If no employee in the same classification as the job opening is available, it shall then be offered to the senior qualified person from another classification. Applications should be submitted in writing to the Superintendent. Job postings will be listed in the School Districts' bulletin. A seniority list of current Union employees will be provided to the Superintendent.

Section H. School Closing

In the event that school is closed for any emergency, employees will be compensated for work performed on those days. If school starts late due to an emergency or inclement weather, employees will not be required to report to work until a new start time is announced. If school is released early due to an emergency or inclement weather, employees may leave as soon as all students have safely left school.

Section I. Co-curricular assignments

Employees who serve as paid coaches or paid advisors for any co-curricular/extra-curricular activity will not be docked their regular pay for any time lost due to performing their duties for the above mentioned positions. Hourly employees who primarily work after school hours will coordinate prior to practice with their supervisor to maximize the employee's time doing their assigned job.

Section J. E-Learning/Distance Learning

When the District declares an e-learning/distance learning day, the District will continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning/distance learning period. During the e-learning/distance learning period, school employees will be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for the any potential need.

ARTICLE VI RATES OF PAY

Section A.

The wages and salaries reflected in Appendix "A" attached hereto shall be a part of this agreement.

Section B.

Employees shall receive a step increase each year on July 1st, if eligible. In the case of an employee hired on or after January 1st of any year, that employee shall not be eligible for a step increase until July 1st of the following year. In the event a successor agreement is not entered into prior to the expiration of this agreement, employees shall be compensated according to their current rate until a successor Agreement is entered into.

Section C. 403(b) Plan

1. All employees must have completed a period of one year on a standard Individual contract at Nevis School in order to be eligible for the District 403 (b) matching plan.
2. The district shall contribute the sum of up to one hundred dollars (\$100.00) per month into 403(b) plan for eligible employees for the respective terms of their Individual contract.
3. Eligible employees may opt to contribute more each month than the matching one hundred dollars (\$100.00) District contribution; however, the District contribution shall not exceed one hundred dollars (\$100.00) per month.
4. For part-time employees, the District contribution will be pro-rated according to the contracted time worked.
5. Available benefit providers for the 403(b) investment will be mutually agreed upon by the Union and the District with the District having the option of selecting one unilaterally.
6. Contributions and matching funds must begin with the first month of the Individual employment contract period.

Section D. Salary Payments

Employees will be paid twice per month, with checks distributed on the 15th and the last day of the month. In the event the 15th or last day of the month should fall on a weekend or holiday, payday will be on the preceding week day.

Section E. Severance Pay

Employees who leave employment with Nevis School and have completed twenty (20) years of service will receive \$125.00 for each year of service.

Section F. Late Start/Early Closing

Employees will receive pay for a maximum of four (4) hours each school year for late starts and early closings. Employees may have the option of choosing available Employee Sick and Safe Time leave or leave without pay after these four (4) hours are used in the event of a late start/early closing/closing due to inclement weather or an activity that closes the school. Employees will be allowed to work as a chaperone /supervisor if the school is closed due to an activity or athletic event, stay back at the school district and work (providing there is work available) or take an approved leave.

Section G. Boiler License

Custodians who possess a Special Class Boiler license and participate in weekend boiler checks will be paid an additional \$50.00 per month during the months that the boiler is in operation.

**ARTICLE VII
HOLIDAYS****Section A.**

All twelve-month and ten-month employees shall receive the following paid holidays:

New Years' Day	Independence Day	Thanksgiving Day
Good Friday	Labor Day	Friday after Thanksgiving
Memorial Day	Juneteenth	Christmas Day

Twelve-month and Ten-month employees may have one additional holiday (day off).

Total: Ten (10) paid holidays per year.

All nine (9) month employees shall receive the following as paid holidays when the holiday falls during the employees contracted work schedule: Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Years' Day, Good Friday, and Memorial Day.

An employee who is required to work on any of the preceding holidays will receive regular pay for that day, plus payment at the rate of time and one-half (1 ½) for all hours worked on such holiday.

**ARTICLE VIII
SICK LEAVE/EARNED SICK AND SAFE TIME LEAVE (ESST)****Section A.**

1. A full-time employee shall earn sick leave at the rate of fifteen (15) days per year, and the fifteen (15) days are available the first day of service in the employ of the School District.
2. Unused sick leave days may accumulate to a maximum credit of one hundred thirty (130) days of sick leave per employee. Accrued unused sick may be carried over to the next school year but remains subject to the maximum accruals. Employees who reach the maximum number of sick days (130) may sell back any unused sick days accumulated each year at the rate of \$50 per day. Employees may only sell back sick days in excess of the 130-day maximum.
3. Up to 160 hours (80 hours of the 160 hours will be designated as ESST leave) of any one year's sick leave may be used each year in case of absence due to an illness, injury or death to the employee's immediate family. Immediate family is defined as the employee's adult child, spouse, sibling, parent, grandparent, or stepparent. This leave may be used for a reasonable periods of time as the employee's attendance may be necessary. Leave for this purpose is non-cumulative; not more than 160 hours at full salary will be allowed for this purpose in any one year. One day of sick leave may be used in any one year to attend the funeral of a very close friend. If not used, this shall be cumulative to two days. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

Subd 3.1. Should Minnesota's Earned Sick and Safe Time Leave Law as stated in Minnesota Statute Sec. 181.9413 change to exclude the following Extended Family members: parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, brothers and sisters, sister-in-law, and brother-in-law, husband or wife and grandchildren. Up to ten (10) days of the 160 hours of any one year's sick leave may be used each year in case of absence for serious illness or death in the "extended family".

4. Use of ESST Sick Leave. The District will only provide ESST-designated leave to the minimum extent required by law.
5. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness, which prevented attendance and performance of duties on that day or days, or for any other reason provided by applicable law.
6. Medical Certificate: To the extent permitted by law, the School District may require an employee to furnish a medical certificate from a qualified physician as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.
7. Sick leave/ESST shall be approved only upon submission of an electronic request to the employee's supervisor, and in accordance with any other applicable procedural requirements set forth by applicable law.

9. The unused portion of any year's sick pay may accumulate to a total of 130 days. Upon retirement from the district, employees who have achieved 10 years of continuous service with the district and are at least 55 years of age may sell back no more than 130 days of sick leave at 50% of the current substitute rate of pay, not to exceed \$10,000. The District shall pay severance pay to a Retirement Health Care Savings Plan pursuant to M.S. Chapter 352.98.
10. Concurrent Usage. To the extent permissible by law and School District policy, all paid and unpaid leave provided pursuant to this Master Agreement (including accrued sick leave and ESST) shall be used concurrently with any other paid or unpaid leave provided by law (i.e., FMLA leave, ADA leave, etc.). Sick leave accrued and retained pursuant to Subd. 1. shall not be deemed to be paid leave provided in addition to ESST.

Section B.

In figuring such leave, the year will start as of July 1. Each employee will be provided with an annual statement of accumulated sick leave.

Section C. Formula for Computing Use of Sick Leave Allowance

The days of sick leave used in the current fiscal year are to be deducted from the total accumulated days. The days earned in the current fiscal year are then to be added to the remainder in order to arrive at the new accumulative total at the beginning of each fiscal year, July 1.

Section D. Workers' Compensation

1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received by the employee pursuant to the Worker's Compensation Act and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.
2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portions of days of sick leave or vacation time, which is used to supplement workers' compensation.
3. Such payment shall be paid by the School District to the employees only during the period of disability.
4. In no event shall the additional compensation paid to the employee be virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this section shall submit the worker's compensation check, endorsed to the School District, prior to receiving payment from the School District for the absence.

ARTICLE IX LEAVES OF ABSENCE

Section A. Medical Leave

An employee who is unable to work because of illness or injury and who has exhausted sick leave credit available, may upon written request, be granted a medical leave of absence without pay up to one year. At such time as the employee has exhausted all sick leave credit available, then the employee may make a written request for a leave of absence under this article, and this request shall be accompanied by a written doctor's statement outlining the condition of health and estimation of the time at which the employee is expected to resume normal responsibilities. The School District may, within its discretion, renew such a leave, and the request for renewal shall also be accompanied by a written doctor's statement setting forth the same information as is previously referred to herein.

Section B. Family Medical Leave

Upon request, a leave of absence for certain family and medical reasons shall be granted by the School District. Provisions of the act shall be available to the employees as required by law.

Section C. Jury Duty

When a regular employee has been called for jury duty or as a witness by the County, State, or Federal Courts and has been absent from work because of such jury service, the employee shall be paid the regular salary by the School District with the understanding that, at the completion of jury duty, the employee shall present the jury service checks less the amount included for traveling expenses and per diem (meals), that amount to be deducted from the next regular check.

Section D. Personal Leave

Employees may be granted a total of no more than three personal leave days per year. Personal leave days may be used for any reason. Employees may carry over two (2) personal leave days per year into the next school year for a maximum of five (5) days in any one year.

Except in the case of a personal emergency, five (5) days prior approval must be procured by the employee from the Superintendent, for the taking of personal leave. In any event, final approval of the granting of personal leave must be made with the Superintendent. The total number of employees taking personal leave herein described shall not exceed two (2) at any one time, the total being computed with respect to all employees covered by this Agreement.

Employees have the discretion to sell any or all unused personal leave days to the district at sub-pay rate to be paid in a separate check in June. This payment will be made upon submission of a payroll voucher on or before the last working day of the school year.

Section E. Special Leave Days

All full-time employees who work twelve (12) months a year shall receive three and one-half (3 ½) paid special leave days per year. Such days shall be taken no more than two (2) at a time and when school is not in session.

Section F. Short-term Leave without Pay

A leave of absence without pay may be taken for any number of consecutive days up to a maximum of ten (10) days upon two (2) weeks prior written notice to the Superintendent.

Section G. Long Term Leaves of Absence without Pay and without Fringe Benefits

All request for leave renewals must be received in writing prior to April 1 for action at the School Districts' regularly scheduled meeting in April.

Section H. Professional Leave

Classified staff may be granted a minimum of two days per year of professional leave without a salary or sick leave deduction. This leave shall be approved to permit attendance at professional meetings and subject matter conferences, professional visitations in an approved school system or institution of higher learning, or the carrying out of other professional duties. The District shall provide a substitute if necessary, and the staff member may request the District to pay other expenses (i.e. meals, mileage, registration.) Professional leave shall be granted under the provisions of this section, provided the following conditions are met:

1. It is the District's prerogative that attendance at proposed professional meeting, conference or professional visitation is deemed appropriate to staff and district.
2. Staff will submit written leave requests within a timeframe that provides for adequate advance notice. A minimum notice is 5 working days;
3. Staff will provide a written itinerary that supports the leave request;
4. Staff will provide a written statement of the content of the professional activity within two weeks upon returning from the leave;
5. The District may deny leave requests if a suitable substitute cannot be found. Substitute requests will be honored if available.

Section I. Field Trip/Workshops

Any classified staff that is asked to attend a field trip with students or attends an approved workshop will be compensated with comp time. Any comp time that is over a 40-hour week will be compensated at 1 ½ times.

Section J. Minnesota Paid Leave

Beginning January 1, 2026, Minnesota Paid Leave (MPL) shall be granted pursuant to applicable law. Coordination of MPL and ESST/Sick Leave

At the request of an employee on MPL, the employer shall allow the employee to use individual accrued leave at their discretion to supplement the MPL program benefit. At no time will the employee receive more than 100 percent of their usual wages between the MPL benefit and contractual leave.

ARTICLE X VACATION

Section A.

All twelve (12) month employees shall be entitled to vacations with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Weeks of Vacation</u>	<u>Working Days</u>
One (1)	One (1)	5
Two (2)	Two (2)	10

Six (6)	Three (3)	15
Twelve (12)	Four (4)	20
Sixteen (16)	Five (5)	25

Section B.

The years of service must be consecutive in order to qualify for vacation under the above provisions.

All employees who are employed more than nine (9) but less than twelve (12) months will be entitled to vacation with pay in accordance with the following scale:

<u>Years of Service</u>	<u>Weeks of Vacation</u>	<u>Working Days</u>
One (1)	One (1)	5
Two (2)	Two (2)	10

Section C.

In figuring vacations, the year will start on an employee's anniversary date.

Section D.

Employees entitled to vacations will consult among themselves and with the Superintendent and arrange a working schedule for vacation periods and submit same for approval. In determining vacation schedules, the wishes of the employees shall be respected as to the time of taking vacation, in so far as the needs of service in that department will permit. In cases when requests for the same vacation period conflict, the senior employee shall have preference over the junior employee.

Section E.

Vacations shall be taken when school is not in session, unless mutually agreed between the employee and the Superintendent.

Section F.

Twelve (12) month employees may accumulate and carry over ten (10) days of vacation.

ARTICLE XI TIME OFF FOR UNION ACTIVITIES

Section A.

Any employee elected by the Union to represent Union at international, state, council, or district meetings requiring the employee's absence from duty, shall, upon written application of one (1) calendar week's notice, be allowed to attend such meetings in accordance with the following:

<u>Type of Meeting</u>	<u>No. of Delegates</u>	<u>Maximum Time Allowed</u>
International	1	14 Calendar Days
State Federation	1	7 Calendar Days
Minn. Council 65	2	2 Calendar Days
District	3	1 Calendar Day

Section B.

Employees shall be granted this time off without pay and without discrimination and without loss of seniority rights or any other rights granted by the School District. In the event that additional time off is necessary for these or other Union businesses, such additional time off may be granted subject to the approval of the Superintendent. The selection of the number of delegates shall not impair the operations of the School District.

ARTICLE XII GRIEVANCE PROCEDURES

Section A. Definitions

1. **Grievance.** A dispute or disagreement as to the interpretation or application of any term(s) of this Agreement.
2. **Days.** Calendar days excluding Saturday, Sunday or legal holidays as defined by Minnesota Statutes.
3. **Service.** Personal service or certified mail.
4. **Reduced to Writing.** Concise statement outlining the nature of the dispute, the provision(s) of the Agreement in dispute, and the relief requested.
5. **Answer.** Concise response outlining the School District's position. All grievances, which may arise by virtue of this Agreement, shall be adjusted in the following manner.

Section B.

The employee and/or the Union shall meet with the Superintendent within fifteen (15) days of the event-giving rise to the grievance. If the dispute cannot be resolved, the grievance shall be reduced to writing and submitted to the Superintendent within five (5) days of the informal meeting. The Superintendent shall answer such grievance in writing within ten (10) days.

Section C.

If the grievance is not resolved in Step 1, the decision rendered may be appealed to the School Board within ten (10) days. The School Board or its designee shall meet with the grievant and the Union within ten (10) days of the appeal to hear the grievance. The School Board shall answer the grievance within ten (10) days of such meeting.

Section D.

Prior to the scheduling of arbitration, either party may petition the Bureau of Mediation Services to mediate the dispute. If the grievance is not resolved in Step 2, either party may submit the grievance to arbitration within ten (10) days of the Step 2 answer by serving written notice on the other party and by requesting a list of arbitrators from the Bureau of Mediation Services. The grieving party shall strike the first name and shall notify the arbitrator of selection. Each party shall be responsible for equally compensating the arbitrator for fees and expenses.

The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing Agreement. 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 there under.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

1. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the School District; or
2. If the number of persons participating on behalf of the School District is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

The parties, by mutual agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance or, in the case of the School District, require mandatory alleviation of the grievance as outlined in the last statement by the employee or the Union.

If the grievance procedure is provided by a system of civil service or other such body, the employee must elect to process the grievance through this procedure or civil service or other such body's procedure and in no event may a grievant avail themselves of both procedures.

ARTICLE XIII GROUP INSURANCE

Section A. Group Insurance

1. Group Insurance: The selection of the insurance carrier and the policy shall be made by the School District as provided by law. The School District will ensure that the insurance coverage complies with the Patient Protection Affordable Care Act (PPACA).
2. Qualifications: Each employee who qualifies for and is enrolled in the District's group health insurance plan shall be eligible to participate.
3. Additional Cost: Any additional cost of the premium which is the employee's responsibility shall be paid through payroll deduction; which deduction is hereby authorized.
4. Effective Date: The first month for which premium contributions will be made by the District is July 1. The contributions will be made on or before the first day of the month toward which they are applied.
5. Retirees on Group Health Plan: Employees, who retire before age 65, shall be allowed to continue under the Group Health and Hospitalization Plan provided that the employee pays for the monthly premiums and that the insurance carrier will allow retired employees to remain on the plan.
6. Part-Time Employees: All part-time employees with a first day of employment of November 1, 1988 or later shall receive pro-rated fringe benefits.

Section B. Establishment of VEBA:

1. Effective October 1, 2004, the District shall adopt the Minnesota Service Cooperative's VEBA Plan and the Employee Benefits Trust Agreement for the benefit of

qualifying employees. The District and the employee assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this Agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501C (9) of the Internal Revenue Code.

2. If the Employer maintains a cafeteria plan with a health flexible spending account (an FSA), the District will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, the eligible health expenses will be paid from the FSA first, until the individual's FSA account is exhausted, and from the VEBA plan second.

Section C. Benefits Provided Through the VEBA:

The District shall provide a health reimbursement arrangement through the VEBA plan.

Section D. Payment of Administrative and Investment Fees:

Administrative fees allocable to individual accounts of active Employees shall be paid by the District. Administrative fees allocable to the individual accounts of former Employees, including retirees shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA plan is terminated.

Section E. District Contributions to the Health Reimbursement Arrangement for Active Employees:

1. Section E. District Contributions to the Health Reimbursement Arrangement for Active Employees:

a. The School District will pay in full the cost for a single insurance policy for all qualified employees (prorated for part-time employees). Employees wishing to upgrade to a lower deductible plan or upgrade to a family or two party plans will be responsible for additional cost. The selection of the insurance carrier and policy shall be made by the district as provided by law. Any aggregate level of benefit change needs to be negotiated with the union. Full-time employees will receive \$2,200.00 in VEBA (pro-rated for part-time employees).

2. The District will provide each qualified employee with a single health insurance.

a. If a participant in the VEBA plan is entitled to receive an annual contribution that is prorated on a monthly basis over the VEBA plan year, and the Employee incurs one or more claims for an eligible health expense that exceeds the Employee's account balance in the VEBA Plan, the District, may, at the Employee's request, accelerate its pro-rated contribution for that year to the extent necessary to reimburse the Employee for the claim. The total contribution for such an Employee shall in no event exceed the contribution to which he or she was originally entitled to for that year.

- b. If a qualified Employee enters the VEBA plan as a participant on a date after the first day of the VEBA Plan year, the District shall pro-rate the amount of the District contribution to reflect the late entry.
- c. All contributions on behalf of a VEBA Plan shall cease on the date the Employee is no longer covered under the high deductible health plan or from separation of employment.

Section F. Cash In Lieu:

Effective September 1, 1988, any Employee not receiving health insurance benefits shall receive not less than \$3511.83, which shall be paid into a Section 125 flexible benefit plan and accessed by the employee as a cash option. Effective July 1, 2004, Employees new to the District or not currently participating in this program will not be eligible for this payment.

Section G. Insurance Disclaimer:

The District's only obligation of this Article is to purchase an insurance policy and pay such amounts as agreed to herein. No claim shall be made against the District as a result of denial of insurance by an insurance carrier.

Section H. Termination of Employment

The coverage as listed in the above shall be continued when an eligible employee's employment is terminated (due to illness or accident) for a period not to exceed eighteen (18) months after the termination of employment provided that every eligible employee electing to continue coverage shall pay the former employer on a monthly basis the cost of the continued coverage and provided, further, that the employee becomes eligible for such continuation of coverage as required by Minnesota Statutes Chapter 62A and all provisions contained therein. Such continuation of coverage must comply with all of the provisions of the foregoing quoted Statute Chapter 62A.

Section I. Duration of Insurance Contributions

An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District participation and contributions shall cease, effective on the last day of employment, with the exception of the continuation of coverage provisions as set forth in this Article.

Section J. Retirees on Group Health Plan

Employees who retire before age 65, shall be allowed to continue under the Group Health and Hospitalization Plan provided that the employee pays for the monthly premiums and that the insurance carrier will allow retired employees to remain on the plan.

Section K.

Employees hired on or before November 25, 1991, whose positions are reduced and seniority "bumping" provisions have been met, will be provided the current District share of health insurance (not annuity) benefits for individual coverage only (may be applied toward any District premium), provided the part-time position is more than half time.

This will be in addition to any other pro-rated benefits received according to actual hours worked.

ARTICLE XIV SENIORITY

Section A.

Seniority standing shall be granted to all Full-time and part-time employees. The standing is to be determined on the basis of total length of continuous employment in the School District.

Section B.

An employee shall lose seniority standing upon voluntary resignation from employment with the School District or termination with cause.

Section C.

In the event of a layoff in any category of work, employees shall be laid off according to seniority in the inverse order of hiring.

Section D.

In the event of a layoff, a reduction in force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee, provided the employee has the necessary qualifications to perform the duties of the job involved. A full-time employee will be allowed to bump a full-time or part-time employee and a part-time employee will be allowed to bump only part-time employees.

Senior employees who are eligible to invoke bumping rights must indicate to the Superintendent in writing their intentions to bump within ten (10) working days of notification of termination of their positions. Failure to respond within ten (10) working days will terminate eligibility to bump. An employee who exerts seniority rights, due to a layoff, to bump into or otherwise apply for a vacancy shall be placed on the salary schedule in the new classification one step lower than their placement in the old classification at the time of layoff.

Section E.

Employees shall be recalled according to seniority in the inverse order of layoffs. Employees shall be maintained on the seniority list for a period of up to two (2) years after layoff.

Section F.

In cases of transfer from one category of work to another, employees involved in the transfer shall not lose seniority standing.

Section G.

A seniority list shall be presented to the Union upon written request by its officers.

Section H.

Notice of all vacancies and newly created positions covering work already within the bargaining unit shall be given to the employees within the category of work by posting a notice of such vacancy, and the employees given three (3) days in which to make application to fill vacancy or position. An employee going on vacation may signify in writing a desire to bid on certain jobs that may be posted during the employee's absence. It shall be the responsibility of the employees to make their desires known to the business office prior to leaving on vacation. The employee will thereupon be considered an applicant for any position posted during the vacation leave for which the employee has indicated a desire to bid. The senior employee in the category of work in which the vacancy occurs or new position is created and who makes application therefore shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualification to perform the duties of the job involved.

The School Board or other appropriately appointed authority of the School Board shall make the determination as to whether or not the applicant possesses the necessary qualifications. Notice of vacancies or newly created positions shall state the type of work, rate of pay, hours to be worked, and the job classification. Any employee shall be given a thirty (30)-day trial period in which to determine qualifications for the position, unless the employee is obviously not qualified. In the event the School District makes a determination that an employee is obviously not qualified, the applicant shall have the right to appeal through the normal grievance procedure. Current, full-time employees who are hired into a different category of work shall enter the category of work at a step with a rate no less than their rate of pay at the time of the transfer.

When a vacancy is filled by an applicant who is currently employed by the School District, the School District shall post the resulting vacancy and fill it in accordance with the provisions of Section H above, but shall not be required to post any additional vacancies which occur due to the shifting of employees to fill the original vacancy and the first resulting vacancy. The Board will, however, give consideration to a senior employee for any such additional vacancy provided the employee makes known his/her desires to transfer to the Superintendent in writing not later than five (5) days after the first resulting vacancy is filled.

A vacancy in a regular position, if in the opinion of the School District such position is to be continued, shall be posted within thirty (30) days after the vacancy occurs.

Section I. Probationary Period

All new, regular employees shall be on probation for a period of ninety (90) calendar days, and upon, successful completion of such probationary period, seniority shall revert to the first day of their employment.

The probationary period may be extended up to an additional thirty (30) calendar days by mutual agreement between the School District and the Union.

A regular employee shall be defined as one who is hired to fill one of the following full or part-time positions:

- | | |
|---|----------------------------|
| 1. Head Custodian | 6. Cook |
| 2. Custodian | 7. Principal's Secretary |
| 3. Educational Assistant | 8. District Secretary |
| 4. Alternative Room Educational Assistant | 9. Secretary |
| 5. Head Cook | 10. Fitness Center Monitor |
| 11. Media Center Paraprofessional | |

Section J. Casual and Temporary Employees

Should a temporary employee subsequently be assigned to fill a regular position without a break in service, the employee's seniority shall revert to the first day of employment. A temporary employee, while working in the classification as a temporary employee, shall not qualify for seniority. Appointments to temporary positions shall be limited to a period not to exceed sixty-seven (67) calendar days, except that such periods may be extended by mutual agreement of the School District and the Union.

**ARTICLE XV
DURATION**

Section A. Terms and Re-Opening Negotiations

This Agreement shall become effective July 1, 2025, and shall remain in full force and effect through June 30, 2027, and thereafter until modifications are made pursuant to P.E.L.R.A. 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 ninety (90)-days prior to said expiration, unless otherwise mutually agreed, subject to the provisions of P.E.L.R.A.

Section B. Effect

This Agreement constitutes the full and complete Agreement between the School District and the Union. The provisions herein relating to terms and conditions of employment supersede any all prior Agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section C. Severability

The provisions of this Agreement shall be severable, and if any provisions, thereof or the application of any such provisions under any circumstances, is held invalid, it shall not affect any other provisions of this Agreement or the application of provision thereof. Any article, section, or portion thereof deeming to be inconsistent with to P.E.L.R.A. or any other statute shall be stricken.

Section D. Finality

Any matter relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement, unless mutually agreed upon.

IN WITNESS WHEREOF, the parties have executed this Agreement this
_____ day of _____, 2025.

Exclusive Representative:

The School District:

President

Chair

Labor Representative

Clerk

School Representative