

Pipestone Area Educational Support Professionals

# ESP Contract

For Custodians, Secretaries, TA and AP

July 1, 2024 to June 30, 2026

## **Article I**

### **Purpose**

**Section 1. Parties:** This Agreement, entered into between Independent School District No. 2689, Pipestone, Minnesota, hereinafter referred to as the School District, and the Pipestone Area Educational Support Professionals, hereinafter referred to as the Exclusive Representative, 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 all custodial staff, secretarial staff (includes office managers, administrative assistants, clerical staff, Technology Assistant and Accounts Payable) employed by the School District during the duration of this Agreement.

## **Article II**

### **Recognition of Exclusive Representative**

**Section 1. Recognition:** In accordance with the P.E.L.R.A., the School District recognizes the Pipestone Area Educational Support Professionals as the exclusive representative for all custodial, secretarial (including office managers, administrative assistants, clerical staff, Technology Assistant and Accounts Payable) employed by the School District. The Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all custodial, secretarial (including office managers, administrative assistants, clerical staff, Technology Assistant and Accounts Payable) employed by the School District, as contained in the Certification of the Exclusive Representative order issued on February 25, 2005, by the Commissioner of the Bureau of Mediation Services.

## **Article III**

### **Definitions**

**Section 1. Terms and Conditions of Employment:** Shall mean the hours of employment, the compensation therefore, including fringe benefits and the employer's personnel policies affecting the working conditions of the employees.

**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. Probationary Period:** Each employee shall serve a one calendar year probationary period during which the employee may be terminated from employment by the District as the District shall see fit without access to the grievance procedures of this Agreement. Any break in service from the District shall result in a new probationary period. A break in service shall mean resignation, termination of employment or a layoff in excess of the period in which the employee has recall rights.

**Section 4. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## **Article IV**

### **School District Rights**

**Section 1. Inherent Managerial Rights:** The School District is not required to meet and negotiate on matters of inherent managerial policy.

**Section 2. Management Responsibilities:** The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the school district within its legal limitation 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 services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District 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 District 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 not inconsistent with the terms of this Agreement

**Section 4. Subcontracting** In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than sixty (60) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

## **Article V**

### **Employee Rights**

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or effect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not 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:** 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 shall have the right to request and be allowed dues check off pursuant to P.E.L.R.A. Upon receipt of properly executed authorization 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 employee organization during the period provided in said authorization. Deductions made shall be transmitted to the exclusive representative together with a list of names of the employees from whom deductions were made. When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled

except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President during the month of September.

**Section 3. Dues Deductions:** Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one-ninth (1/9) of such dues from the regular paycheck of the bargaining unit member for each pay period for 9 consecutive pay periods. The deductions will begin the first pay period on or after October 1. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the school district. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and June 30.

**Section 4. Contract Administration:** The Exclusive Representative shall be permitted to transact necessary business for the maintenance of this Agreement with the School District administration on school property and at reasonable times, provided that this shall not interfere with or interrupt normal school operations.

**Section 5. Facility Usage:** The Exclusive Representative may utilize School District facilities in accordance with School District policy.

**Section 6. Exclusive Representative Leave:**

**Subd. 1. Statutory Leave:** Pursuant to M.S. 179A.07, subd. 6, the School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the Exclusive Representative.

**Subd. 2 Mediation/Arbitration Leave:** Up to three (3) employees who are elected or appointed officials of the Exclusive Representative will be released from their duties with pay in the event that they are required by the mediator or the arbiter in an interest arbitration to be present at a negotiation's mediation session or in an interest arbitration hearing during a regular duty day.

**Section 7. Meet and Confer:** Two (2) individual meet and confer sessions per school year may be requested by either the School District or the Exclusive Representative. Each party shall choose up to four (4) representatives for such meetings. The purpose of such meetings shall include discussions of contract administration, questions of procedure or policy, and other mutual concerns of the workplace. By mutual agreement, one (1) additional meet and confer session may be scheduled.

## **Article VI**

### **Basic Wages and Rates of Pay**

**Section 1. Wages:** The wage guidelines and salaries reflected in Appendix A, attached hereto, shall be part of the agreement for the period commencing July 1, 2024 through June 30, 2026. Employees shall be compensated for the 2024-25 and the 2025-26 contract years as set forth in Appendix A.

**Subd. 1. Longevity Pay:**

- a. For the purpose of calculating longevity pay, the calculation of the years of service date is the 1<sup>st</sup> day of the month the employee started employment with the district.

- ~~b.~~ All employees will receive a wage increase of \$0.25 per hour for every 5 years of service completed, applied beginning with the July hours for the August payroll within the year of service anniversary date.
- c. In addition to (b) above, all employees who complete any one year of service after 7/1/22 and continue employment with the district will receive a wage increase of \$0.25 per hour, applied on beginning with July hours for the August payroll within the year of their service anniversary date. All employees are eligible to earn this permanent wage increase on one occasion.
- d. An employee must work for a minimum of 30 hours per week during the 1-year period between their service dates in order for the year of service to be credited.

**Section 2. Payment Schedule:** Wages shall be paid on a monthly pay schedule as designated by the School District.

**Section 3. Night Custodial Shift Pay:** A night shift is defined as any custodial shift which begins at 3:00pm or later. Custodial employees working a night shift will be paid an additional \$2.00 per hour in addition to their regular wage for all hours worked past 3:00 pm. Any overtime compensation shall be calculated on a per weekly basis.

**Section 4. Weekend Security Checks:** Weekend security checks will be conducted once per day. All custodial employees will be assigned to this duty on a rotational basis. Employees will be compensated for a one (1) hour minimum daily security check of the building. The employee shall clock in at the beginning of the shift and clock out at the end of the shift.

Boiler checks: Weekend boiler checks will be limited to no more than 1 weekend per month. Additional weekends beyond the 1 weekend per month and holiday weekends of at least 3 days (such as Memorial Day and Labor Day). The School District will pay \$25 per day (\$50 per normal weekend and \$75 per holiday weekend) for boiler checks. Work that demands immediate attention shall be paid at the regular hourly rate or at the overtime rate when applicable.

**Section 5. Overtime:** Employees required to work more than 40 hours in a week will be paid an overtime rate of one- and one-half times their normal wage for all hours over 40.

**Section 6. Posting of Open Positions:** All position openings shall be posted in all sites on the official notice board for a period of one week. Thereafter, the District shall advertise the position in the official newspaper of the district and any other publications that the district chooses. Nothing in this agreement shall be construed as requiring the district to give preference to internal candidates for vacancies. The district shall have the right to select candidates as it shall see fit.

**Section 7. Additional Work:** all employees required to work beyond their normal day with prior approval from Principal or Superintendent will be compensated for all additional hours at their regular rate of pay. Any hours over 40 per week will be compensated at time and a half.

**Section 8. Boiler's License Pay:** The School District *Director of Maintenance* may request but not require a full-time custodian to obtain their specialist boiler's license. Full-time custodians that have obtained their specialist boiler's license will be paid an additional \$1.00 per hour in addition to their regular wage.

**Section 9. Boiler's License Special Certification Pay:** The School District *Director of Maintenance* may request but not require a full-time custodian to obtain their 2-C and their 1-C Boiler's License Certification. *Not more than two (2)* full-time custodians that have obtained their 2-C Boiler's License will be paid an additional \$2.00 per hour in addition to their regular wage. *Additionally, not more than two (2)* full-time custodians that have obtained their 1-C Boiler's License will be paid an additional \$2.00 per hour in addition to their regular wage.

**Section 10, Activity Pass:** Each employee will receive, at no cost, an activity pass annually which provides free admission into each home athletic or non-athletic activity.

## **Article VII Fringe Benefits**

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School Board as provided by law. No change in the aggregate value of any insurance will occur during the duration of this contract without the express approval of both the school district and the exclusive representative. 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 2. Health and Hospitalization, Life and LTD Insurance:**

**Subd. 1. Health Coverage** the school district shall make a \$10,200 annual contribution for 2024-2025 school year and \$10,200 for the 2025-2026 school year toward the cost of either single or family health insurance under the District's plan. Any difference between the annual premium for a single H.S.A. through the Districts and the District annual contribution will be applied to a health savings account in monthly contributions. Each employee is eligible to participate in the plan on their first day of work. The employee will be responsible for any additional premium above the school district's contribution. Upon termination of employment, all school district contributions shall cease, but the employee may continue to participate in the group plan as provided by law.

**Subd. 2. Life Insurance:** The School Board shall provide group term life insurance for all employees assigned an average of twenty (20) or more hours per week throughout the school year, in the amount of \$20,000. Available benefits may be reduced per the life insurance policy. Employees have the option of purchasing more within the guidelines of the insurance company.

**Subd. 3. Long Term Disability:** The School District shall offer group long term disability insurance for all employees who are employed twenty (20) or more hours per week. Coverage shall be based on no less than 60% of the employee's basic salary. Benefits are to begin after ninety (90) calendar days of total disability. The employee will pay the full premium through payroll deduction.

**Section 3 – Annuity Matching Contribution:** Employees who meet the following criteria are eligible for a matching contribution to a tax-sheltered annuity:

1. employed an average of at least twenty (20) hours per week and at least one hundred thirty (130) days per school year;
2. employed at least five (5) consecutive years by the School District
3. authorized a contribution to a qualified tax-sheltered annuity that will continue from year to year at the specified amount unless the employee notifies the School District to the contrary no later than July 1; and
4. All employee contributions will be made by payroll deduction, and all contributions must be the same for each pay period.

**District Matching Contribution rate:**

Years of Continuous Service	Maximum dollar amount of employer contribution based on full-time equivalent employment per year
6 <sup>th</sup> through 8 <sup>th</sup> year	\$1000
9 <sup>th</sup> through 15 <sup>th</sup> year	\$1100
16 <sup>th</sup> through 20 <sup>th</sup> year	\$1200
21 <sup>st</sup> year and beyond	\$1300

**Section 4 – Part time:** All benefits will be pro-rated for part time employees working twenty (20) or more hours per week. Employees working less than twenty (20) hours per week are not eligible for benefits.

**Article VIII  
Leaves of Absence**

**Section 1. Earned Safe and Sick Time (ESST)**

**Subd. 1:** Full time employees shall be credited with 120 hours of ESST front-loaded at the beginning of the school year. This will be prorated if an employee is below 1.0 FTE, or if the employee begins employment after the school year begins. ESST shall be deducted from the employee's balance in hourly increments.

**Subd. 2:** The accumulated sick leave and ESST leave as of June 30, 2024 will be converted to ESST leave. The ESST can be accumulated to a maximum of 840 hours per employee.

**Subd. 3:** ESST leave shall be allowed whenever an employee's absence has been due to the reasons set forth in Minnesota Statute section 181.9447. See Appendix B for further details.

**Section 2 Personal Leave:** Each employee may request and be granted two (2) days per year, deducted from ESST leave to conduct personal business. An employee may also request additional unpaid leave days as mutually agreed between the employee and the superintendent or superintendent's designee. Denial of additional unpaid leave days shall be at the sole discretion of the superintendent or superintendent's designee.

**Section 3. Vacation:** All employees will have the following paid vacation:

All new employees shall accumulate vacation at a rate of 6.64 hours per month during the period between when they are hired and the July 1 after their one (1) year probationary period. However new employees may not take vacation days until they have completed the first six months of probation and shall not be entitled to payment for vacation days in the event of resignation or termination during the first six months of employment.

Each year on July 1 thereafter, each employee with less than 10 years of service will be credited with 80 hours paid vacation.

After ten years of service – the employee will be credited with 120 hours paid vacation each year.

After twenty years of service – the employee will be credited with 160 hours paid vacation each year.

Earned vacation may accumulate from one year to the next, but never more than two years equivalent. Vacation will be deducted in hourly increments. For part time employees, each day of vacation will be equivalent to the employee's normal work day.

Vacation is calculated based on the school fiscal year – July 1 through June 30 each year. Vacations of less than five consecutive days may be requested with three (3) days' notice. Vacations of more than five (5) consecutive days must be requested at least two weeks in advance.

If an employee's request for vacation is denied in the last two months of the fiscal year and the employee has made a request with the appropriate amount of notice according to this section, then the school district will compensate the employee with a cash payment equal to the value of the time requested.

**Section 4. Workers' Compensation:** An employee injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave and receive full salary from the school district, their salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from their accrued sick leave.

**Section 5. Court and Jury Leaves:** An employee shall be allowed to be absent from work if subpoenaed for any court appearance or if required to serve on jury duty. During said absence the employee shall be paid their regular salary less any compensation received as a result of said court appearance.

**Section 6. Credit:** An employee who returns from unpaid leave shall retain seniority and benefits accrued prior to the leave.

**Section 7. Unpaid Leave of Absence:**

- a. Unpaid HOURLY Leave - Employees may be granted up to two days of hourly unpaid leave. The request for unpaid leave can only be based on a per hour request (i.e. no request for 15-minute or 30-minute increments of unpaid leave use). The employee must provide reasonable written prior notice of the leave and make every effort to schedule the leave as not to disrupt the operations and functions of the school. Exceeding the number of unpaid HOURLY leave may result in progressive disciplinary action.
- b. Unpaid DAILY Leave – Employees may be granted a leave of absence without pay for a maximum of two days per year. Days may only be taken after the employee has used up all personal leave and ESST leave. Unpaid leave may be only used in half-day increments. Days may be taken consecutively or singularly and shall not be deducted from sick leave. Building administrators or direct supervisors may approve such leave in advance from the employee. Requests shall be submitted at least three work days in advance of the desired leave unless approved by the superintendent in less days. For medical emergencies and deaths, the superintendent may approve additional days of unpaid daily leave. Exceeding the number of unpaid DAILY leave may result in progressive disciplinary action.
- c. Failure to return – Failure of the employee to return pursuant to the established leave request will constitute grounds for termination and the employee will lose all re-employment rights.



## **Article IX**

### **Hours of Service**

**Section 1. Work Schedules:** The school district will provide a calendar of duty days during the student contact year. During the non-student contact portion of the year, each employee will be provided with a listing of duty days on a twice monthly basis. An employee's refusal of a work assignment could be cause for layoff or discipline.

**Section 2. Daily Schedules:** The school district will determine the work day and assignment of each employee.

**Section 3. Breaks:** Employees are entitled to up to fifteen (15) minutes of break time from work duties as necessary for each four (4) consecutive hours of work. The break time shall be arranged between the employee and the supervisor. Break time is non-accumulating and shall not be used to shorten the workday.

**Section 4. Lunch:** Each employee shall be provided up to thirty (30) minutes of duty-free lunch break time. Any employee directed to work during his/her normal duty-free lunch break for emergencies, medical issues, or other unforeseen circumstances shall be compensated at their normal rate of pay.

## **Article X**

### **Length of School Year**

**Section 1 – Paid Holidays:** All employees will have 13 (thirteen) paid holidays:

Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's Day
President's Day	Memorial Day
Juneteenth Day	

Two (2) additional days to be scheduled by the employee on non-student contact days, with the approval of the supervisor and the superintendent.

If the legal holiday falls on a weekend, it will be observed on the closest Friday or Monday. The employee must take your holiday on the dates given, unless the workload dictates otherwise. If it is necessary to have school in session on a paid holiday, the employee will schedule holiday leave on a non-student contact day with the approval of the supervisor and the superintendent.

If it is necessary to work on a paid holiday, the employee shall be compensated at 1 ½ times their regular rate of pay for hours worked on the paid holiday and will schedule the paid holiday leave on a non-student contact day with approval of the supervisor.

**Section 2 – Weather related days:** All employees will report and work as usual, unless weather conditions prevent an employee from arriving safely at work. Employees will be paid for actual hours worked. An employee may opt to substitute a sick day or vacation day for a weather-related absence.

## **Article XI**

### **Grievance Procedure**

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

**Section 2. Representative:** The employee, administrator, or School District may be represented during any step of the procedure by a person or agent designated by such party to act in his/her behalf.

**Section 3. Definitions and Interpretations:**

**Subd. 1. Extension:** Time limits specified in this Agreement may be altered 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 holiday, in which event the period runs until the end of the next day which is not a Saturday, or a Sunday, or a 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:** Grievances shall not be valid for consideration unless the grievance is submitted in writing 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 (20) days after the date of the event giving rise to the grievance occurred. With respect to grievances related to business office issues involving sick leave, personal leave, and other similar issues, the employee shall have twenty (20) days to file a grievance, or twenty (20) days after the employee(s), through the use of reasonable diligence, should have knowledge of the occurrence that gave rise to the grievance. 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. The time spent on such informal resolution shall not be deducted from the period set forth for filing a written grievance.

**Section 5. Adjustment 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 with the employee's building principal; the principal shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance. Failure of the principal or designee to respond within the time period specified shall constitute a denial of the 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 five (5) days after receipt of the decision in Level I or within five (5) days after the decision of the

Principal would have been due. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved. Failure of the Superintendent or designee to respond within the time period specified shall constitute a denial of the grievance.

**Subd. 3. Level III** - In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level II or within five (5) days after the decision of the Superintendent would have been due. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) 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 of 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 Grievance:** Failure by the grievant to appeal to the next level will result in denial of the grievance.

**Section 7. Level IV 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 aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure or within ten (10) days after the decision from the School Board would have been due.

**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 aggrieved party shall request a list of arbitrators from the Bureau of Mediation Services. Each party will strike arbitrators until one remains.

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

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties. 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 fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

**Subd. 7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this agreement. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issued not so submitted. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

**Subd. 8. Choice of Remedy:** If, as a result of the written Employer response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step IV, Arbitration, or a procedure such as Veteran's Preference that the employee may otherwise be entitled to. If appealed to any procedure other than Step IV, Arbitration, the grievance is not subject to the arbitration procedure as provided in Step IV, Arbitration. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step IV, Arbitration or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step IV, Arbitration.

## **Article XII Job Description**

**Section 1 – Clothing Allotment:** All custodial staff will have a clothing allotment of \$325 a year to purchase appropriate clothing selected by the employee to be worn in the performance of his/her duties.

**Section – 2 – Job Descriptions** Each employee will be provided a job description. Job descriptions will be reviewed whenever new duties are assigned and updated no less than every three years.

**Section 3 – Building Usage:** Employees required to work events under the Pipestone Area Schools Building Usage Policy will be paid the employee's normal wage, or overtime wage (if the employee is eligible for overtime) for a minimum of one hour of work per event.

**Section 4 – Boiler License:** The School District will pay the cost for each full-time custodian to attain a Boiler License.

**Section 5 – Other training:** All custodial employees will be trained to monitor systems in all buildings before being assigned weekend building security checks.

**Subd. 1.** All custodial employees will be trained to monitor systems in all buildings before being assigned weekend building security checks. Custodial employees, with prior approval from the Superintendent, may be allowed to attend trainings that directly relate to their position.

**Subd. 2.** All registration and training fees will be paid by the School District.

**Subd. 3.** Any custodial employee that attends a training session will receive their normal hourly compensation for the training hours. Travel time shall be mutually agreed on by employee and Superintendent.

## **Article XIII**

### **Unrequested Leave of Absence**

**Section 1. Seniority:** Seniority shall be based on the length of continuous service in that position. The purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees.

**Section 2. Seniority Date:** An employee's seniority date will be their first day of actual employment in the position. If hired before July 1, 2010 your seniority will be grandfathered in. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by granting the higher seniority ranking to a full-time employee over a part time employee. If the employees remained tied, then the higher seniority ranking will be granted to the employee with the higher numerical last four digits of his/her social security number.

**Section 3. Publication of Seniority List:** On or before January 15 of each year, the School District shall prepare a seniority list of all employees covered by this Agreement. The seniority list shall establish seniority by classification (custodians, secretarial, AV and Accounts Payable) and separated by full time and part time with the name and seniority date of each employee with the employee with greatest seniority listed first. This seniority list shall be provided to the exclusive representative and posted by the School District in the appropriate area for employees at each worksite. Employees shall have twenty (20) days after the posting date to challenge their rank or status on the seniority list, and absence of such challenge shall constitute full agreement by the employee.

**Section 4. Layoff Process:** A layoff will be defined as discontinuance or reduction of position(s).

**Subd. 1** – The District will lay-off employees with the least seniority and will lay-off part time employees before laying off or reducing full time employees, provided that the remaining employees are qualified, according to state or federal law, and the employee's employment experience within the district, for the remaining positions. The district reserves the right to determine whether an individual employee is qualified for the remaining position, based upon experience and training of the employee.

**Section 5. Notice of Layoff:** In the event of a lay-off, the School District shall notify the exclusive representative and the affected employee(s) at the earliest opportunity.

**Section 6. Recall:** An employee laid off shall be placed on the recall list for a period of eighteen (18) months.

**Section 7. Recall Procedure:** The school district, upon rehiring, shall do so from the recall list in the inverse order of seniority prior to hiring any outside applicants. It is the responsibility of each employee on recall to keep the District informed of his/her current mailing address and home phone number. The district reserves the right to determine whether an individual employee on lay-off is more qualified for the position, according to state or federal law and based upon experience and training of the employee than any more senior employee on the recall list.

**Subd. 1.** - The employee must accept the first offer of rehiring or be removed from the recall list. The employee shall have five (5) business days in which to accept the position, and if the employee fails to do so, all recall rights shall be forfeited with the exception that an employee on

recall shall not be required to accept another position with fewer hours than previously held. The school district will contact the employee by certified mail with a return receipt requested at the employee's last known mailing address. The receipt shall be used solely to show that the notice was mailed by the District and the signature of the employee him/herself on the receipt shall not be required.

**Subd. 2** - An employee who is properly discharged for cause or voluntarily resigns shall forfeit seniority and in the event of re-employment seniority rights shall begin as of the date of re-employment.

**Subd. 3** – Recalled employees will retain all fringe benefits and salary level attained prior to layoff.

## **Article XIV Evaluation/Discipline**

**Section 1, Probationary Period** Newly hired employees will serve a probationary period as specified in Article III, Section 3. The school district shall have the right to suspend without pay or discharge such employee during this probationary period as it sees fit in the district's sole discretion, without employee or union access to the grievance procedure.

**Section 2, Evaluation** The district will conduct periodic evaluations of employees, and may choose to evaluate some employees more frequently than others based on job performance and other factors, at the district's discretion.

**Section 3, Discipline** For employees who have completed the probationary period, the school district shall have the right to impose disciplinary actions for just cause.

**Subd. 1** - Disciplinary actions by the school district may include the following actions:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Nothing in this section shall be construed as requiring the district to following the sequence set forth above in imposing disciplinary action.

**Subd. 2** - Employees who are subjected to the above actions shall have the right to request that such actions be reviewed through the recourse of the grievance procedure.

**Section 4. Personnel Files:** All evaluations and files relating to each individual employee shall be available for review during regular school hours upon the employee's written request. A representative of the exclusive representative may, at the employee's request, accompany the employee in this review. An employee shall have the right to submit for inclusion in the file written information in response to any material contained therein.

## **Article XV**

### **Duration**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2024 through June 30, 2026, and thereafter until modifications are made pursuant to the 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 May 1, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (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 parties agree and acknowledge that they have each had the opportunity to bring to the bargaining table any topic regarding a term and condition of employment that was desired. Accordingly, 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.

**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 without the mutual agreement of the parties.

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provisions 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 provisions thereof.

**Section 5. Signed Copies:** There shall be three (3) signed copies of the final Agreement for purposes of record: one retained by the School Board, one retained by the Exclusive Representative and one retained by the Superintendent.

IN WITNESS WHEREOF, The parties have executed this AGREEMENT as follows:

For the Pipestone Area Educational Support Professionals:	For Independent School District #2689:
_____ President	_____ Chairperson
_____ Negotiations Chair	_____ Clerk
Dated this _____ day of _____, 2025	Dated this _____ day of _____, 2025



## **Appendix A**

### **Wage guidelines and salaries**

**Initial Placement on Schedule:** An individual hired with a start date of July 1, 2025 shall be compensated at a rate of pay with credit for relevant and verifiable work experience to the assignment equal to the compensation of current employees with similar years of experience, less any longevity pay granted to existing Pipestone Area School employees. The individual must provide proof of the experience within 30 days of accepting the position. If there are two or more employees with the same experience level at different rates of pay, the district will utilize the lower rate of pay for the new employee. If there is not an employee with similar experience, the rate of compensation shall be established in collaboration between the exclusive representative and the appropriate district representative to determine the rate of compensation for the new employee.

**Hourly increases for current employees:**

2024-25 => \$1.00 / hour

2025-26 => \$0.75 / hour

The minimum rate of pay for 2024-25 shall be \$16.70 per hour. Employees hired prior to July 1, 2024 shall receive the \$1.00 per hour increase.

The minimum rate of pay for 2025-26 shall be \$17.40 per hour.

## **APPENDIX B**

### **Allowable Uses of Earned Sick and Safe Time**

- 1) An employee
  - (i) Mental or physical illness, injury, or other health condition
  - (ii) Need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition, or
  - (iii) Need for preventive medical or health care: or
  - (iv) Need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member;
- 2) Care if a family member
  - (i) Mental or physical illness, injury, or other health condition
  - (ii) Who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health conditions;
  - (iii) Who needs preventive medical or health care
- 3) Absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family members
- 4) Closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency. If the day will be made up during the year, the paraprofessional may not use ESST leave.
- 5) When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

### **Definition of a Family Member for ESST**

- 1) The Employee's child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parents(in place of parents)
- 2) The Employee's spouse or registered domestic partner.
- 3) The Employee's sibling, stepsibling or foster sibling
- 4) The Employee's biological, adoptive or foster parent, stepparent or a person who stood in loco parentis(in place of a parent) when the employee was a minor child
- 5) The Employee's grandchild, foster grandchild or step-grandchild
- 6) The Employee's grandparent or step-grandparent
- 7) A child of a sibling of the Employee
- 8) A sibling of the parent of the Employee
- 9) The Employee's child-in-law or sibling-in-law
- 10) Any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner
- 11) Any other individual related by blood or whose close association with the Employee is the equivalent of a family relationship
- 12) Up to one individual annual designated by the Employee