

Agreement

between

Independent School District No. 256

Red Wing, Minnesota 55066

and the

Red Wing Education Support Personnel Association

July 1, 2021--June 30, 2023

Approved by the School Board TBD

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Article 1: Purpose

Section 1.1. Purpose: The purpose of this Agreement is to encourage and increase orderly, constructive, and harmonious relationships between the School District and the bargaining unit employees; to establish procedures for the resolution of differences over terms and conditions of employment, and to establish an environment in which the children of this community may receive education of the highest quality.

Section 1.2. Parties: This Agreement is entered into between Independent School District No. 256, Red Wing, MN, hereinafter referred to as the School District, and the Red Wing Education Support Personnel Association, 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 PELRA, to provide the terms and conditions of employment for all bargaining unit employees during the duration of this Agreement.

Article 2: Recognition of Exclusive Representative

Section 2.1. Recognition: In accordance with PELRA, the School District recognizes the Red Wing Education Support Personnel Association as the Exclusive Representative for all the education assistants, copy machine operator, special education assistants, Title I assistants, student monitors, van drivers, building administrative assistants, community education administrative assistants, media and technology assistants, and building nurses, herein referred to as “employees,” employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2.2. Appropriate Unit:

Subd.1. For the purposes of this section, the term, “calendar year,” shall mean January 1st-December 31st.

Subd.2. The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in this Agreement and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS), but shall exclude the following: District Administrative Assistant, District Office Receptionist, Human Resources Coordinator, Payroll Coordinator, Accounts Payable Clerk, Student Services and MARSS Coordinator, Student Services and Ed-Fi coordinator, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit, employees who hold positions of basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, and emergency employees.

Article 3: Definitions

Section 3.1. Terms and Conditions of Employment: The term, “terms and conditions of employment,” shall mean the hours of employment, the compensation therefor, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District’s personnel policies affecting the working conditions of the employees.

Section 3.2. School District: For purposes of administering this Agreement, the term, “School District,” shall mean the School Board or its designated representative(s).

Section 3.3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

Article 4: School District Rights

Section 4.1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 4.2. School Board Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 4.3. Effect of Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes that all employees shall perform the services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued properly by designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

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

Article 5: Employee Rights

Section 5.1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or employee 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 5.2. 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 in an appropriate unit shall have the right, by secret ballot, to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 5.3. Request for Dues Check Off: The Exclusive Representative shall be allowed dues check-off for its members. Upon receipt by the Payroll Coordinator of a properly executed authorization card for the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Exclusive Representative during the period provided in said authorization.

Section 5.4. Use of School District Facilities: The Exclusive Representative shall have the right to post notices of activities and matters of concern on bulletin boards in each school. The Exclusive Representative shall have the right to use School District buildings for meetings at such times that do not interfere with the educational process.

Section 5.5. Publication of Agreement: The School District shall post the Agreement on its website. An employee may print a copy of the Agreement or contact the District Office to obtain a paper copy of the Agreement at no cost to the employee. A paper copy of the Agreement will be provided to new employees with a link to the Agreement and the name and contact information of the President of the Exclusive Representative.

Section 5.6. Notification of Exclusive Representative: At the time a new employee is placed on payroll, the School District will provide the name of the employee, job classification, step, and wage to the President of the Exclusive Representative.

Section 5.7. Employee Rights: Pursuant to PELRA, nothing contained in this Agreement shall be construed to deny or restrict to any employee rights under existing laws and regulations. The rights granted to employees in this Agreement shall be deemed to be in addition to those provided by such laws and regulations.

Article 6: Employee Classifications and Employment Status

Section 6.1. Groups and Job Classes

- Group 1 includes education assistant and copy machine operator job classes.
- Group 2 includes van driver and student monitor job classes.
- Group 3 consists of highly qualified (HQ) education assistants, including Title I assistant and special education assistant job classes.
- Group 4 consists of administrative assistants, including building administrative assistant community education and recreation administrative assistant, and media and technology assistant job classes.
- Group 5 consists of the building nurse job class.

Section 6.2. Creation of New Positions: Whenever new positions are created, or whenever existing positions responsibilities are changed, the placement or the transfer within/between employment classifications will be placed on the agenda for a duly called meet and confer meeting. After the meet and confer meeting, the School District will make the final decision and will inform the Exclusive Representative of its decision.

Section 6.3. Temporary Employees and Positions:

Subd.1. For the purposes of this section, the term, “calendar year,” shall mean January 1st-December 31st.

Subd.2. The School District reserves the right to employ such employees as it deems desirable or necessary on a temporary basis.

Subd.3. A temporary position becomes a regular position beginning on the sixty-eighth (68th) day that the position has been filled in a calendar year.

Subd.4. Before the sixtieth (60th) day that the temporary position has been filled, the School District will notify the Exclusive Representative and post the position as per Article 11.

Section 6.4. Employee Definitions:

Subd.1. A “nine (9)-month employee” is assigned to work on all student contact days plus at least one (1) workshop day before the beginning of the school year and one (1) workshop day during the school year. Building nurses will work additional days as required by the Licensed School Nurse.

Subd.2. A “ten (10)-month employee” is assigned to perform services 201 days per fiscal year, including all teacher duty days plus additional days as mutually agreed to between the employee and building administrator.

Subd.3. An “eleven (11)-month employee” is assigned to perform services 222 days per fiscal year.

Subd.4. A “twelve (12)-month employee” is assigned to perform services fifty-two (52) weeks per year.

Subd.5. A “full-time employee” is assigned to work at least thirty (30) hours per week.

Subd.6. A “part-time employee” is assigned to work at least fourteen (14) hours but less than thirty (30) hours per week.

Section 6.5. Probationary Period: All individuals who are original hires or rehires shall serve a probationary period, which serves as a way to evaluate an employee’s ability to perform the job classification’s duties and responsibilities.

Subd.1. For employees hired before July 1, 2022, the probationary period shall be six (6) months unless extended to the end of the 2022-23 by the School District through a written notice to the employee.

Subd.2. For employees hired on or after July 1, 2022:

- If the first working day for an employee occurs before January 1st of a given school year, the probationary period ends on June 30th immediately after the school year. (Example: The probationary period for an employee hired on November 17, 2022 ends on June 30, 2023).
- If the first working day for an employee occurs on or after January 1st of a given school year, the probationary period ends on June 30th immediately after the subsequent school year. (Example: The probationary period for an employee hired on February 17, 2023 ends on June 30, 2024).

Subd.3. At any time during the employee’s probationary period, an employee may be terminated at the discretion of the School District. Employees terminated during the probationary period shall receive a written notice of such termination.

Subd.4. Employees promoted to a higher job classification shall complete the initial probationary period as indicated above, if applicable, and serve a thirty (30)-day continuous working probationary period for the new position.

Subd.5. At any time during the probationary period, the School District or the employee may request a review of the performance of the employee to resolve any concerns. If the concerns cannot be resolved to the mutual satisfaction of both parties, the employee has the option of returning to the employee’s previous position.

Subd.6. Probationary employees not being renewed for the following school year shall be notified by the School District, in writing, no later than July 1.

Article 7: Compensation

Section 7.1. Rates of Pay: The rates of pay on the salary schedule for all employees are identified in this article for the 2021-22 school year and the 2022-23 school year.

Section 7.2. Step Advancement: Employees will move one (1) step on the salary schedule annually on July 1 of any given year. Employees hired on or before January 1 of any given year will be eligible for step progression the following July 1.

Section 7.3. Hourly Wage Schedules for 2021-22:

Groups and Job Classes	Step 6	Step 7	Step 8
Group 1 includes education assistant and copy machine operator job classes. <i>If HQ, employees in this group earn a fifty cents (\$.50)/hour differential.</i>	\$16.20	\$16.70	\$17.20
Group 2 includes van driver and student monitor job classes. <i>If HQ, employees in this group earn a fifty cents (\$.50)/hour differential.</i>	\$17.20	\$17.70	\$18.20
Group 3 consists of highly qualified (HQ) education assistants, including Title I assistant and special education assistant job classes.	\$18.10	\$18.60	\$19.10
Group 4 consists of administrative assistants, including building administrative assistant community education and recreation administrative assistant, and media and technology assistant job classes.	\$18.71	\$19.16	\$19.70
Group 5 consists of the building nurse job class. <i>Registered nurses earn a \$2.00/hour differential.</i>	\$28.12	\$28.65	\$29.18

Section 7.4. Hourly Wage Schedules for 2022-23:

Class	Step 6	Step 7	Step 8
Group 1 includes education assistant and copy machine operator job classes. <i>If HQ, employees in this group earn a fifty cents (\$.50)/hour differential.</i>	\$16.52	\$17.03	\$17.54
Group 2 includes van driver and student monitor job classes. <i>If HQ, employees in this group earn a fifty cents (\$.50)/hour differential.</i>	\$17.54	\$18.05	\$18.56
Group 3 consists of highly qualified (HQ) education assistants, including Title I assistant and special education assistant job classes.	\$18.46	\$18.97	\$19.48
Group 4 consists of administrative assistants, including building administrative assistant community education and recreation administrative assistant, and media and technology assistant job classes.	\$19.08	\$19.54	\$20.09
Group 5 consists of the building nurse job class. <i>Registered nurses earn a \$2.00/hour differential.</i>	\$28.68	\$29.22	\$29.77

Section 7.5. Longevity Pay

Subd.1. The “Longevity Date of Hire” for employees employed on or before June 30, 2017 shall be their first date of hire. The “Longevity Date of Hire” for employees hired or rehired on or after July 1, 2017 shall be their latest date of hire or rehire.

Subd.2. The employee’s “Longevity Date of Hire” shall be maintained if taking a board-approved leave of absence.

Subd.3. For the 2021-22 Agreement year (July 1st-June 30th), “Longevity Years” will be 2021 minus the year of the employee’s “Longevity Date of Hire.”

Subd.4. For the 2022-23 Agreement year (July 1st-June 30th), “Longevity Years” will be 2022 minus the year of the employee’s “Longevity Date of Hire.”

Subd.5. Longevity pay for 2021-22 is effective July 1, 2021:

Longevity Years	Longevity Pay for Eleven (11)-Month and Twelve (12)-Month Secretaries	Longevity Pay for Other Employees
7-10	\$0.15/hour	\$0.30/hour
11-15	\$0.65/hour	\$1.30/hour
16+	\$1.15/hour	\$2.30/hour

Subd.6. Longevity pay for 2022-23 is effective July 1, 2022:

Longevity Years	Longevity Pay for Eleven (11)-Month and Twelve (12)-Month Secretaries	Longevity Pay for Other Employees
7-10	\$0.15/hour	\$0.30/hour
11-15	\$0.65/hour	\$1.30/hour
16+	\$1.15/hour	\$2.30/hour

Section 7.6. Nurse Pay During Lunch: Nurses will receive their hourly rate of pay for being on duty and reachable during their lunch break.

Section 7.7. Paid Holidays:

Subd.1. Nine (9)-month and ten(10)-month full-time employees who work five (5) full days per week shall be entitled to the following eight (8) paid holidays each Agreement year: Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day.

Subd.2. Eleven (11)-month full-time employees who work five (5) full days per week shall be entitled to the following nine (9) paid holidays each Agreement year: Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.

Subd.3. Twelve (12)-month full-time employees who work five (5) full days per week shall be entitled to the following ten (10) paid holidays each Agreement year: Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.

Subd.4. Independence Day shall be a paid holiday for summer school employees who were employed by the School District the preceding year.

Subd.5. Part-time employees shall receive a pro-rata of holidays determined by their hours of employment.

Subd.6. Holidays that fall on weekends shall be observed on another day established by the School District.

Subd.7. To qualify for holiday pay, the designated paid holiday must occur one day before, during, or one day after the employee's assigned duty days for that Agreement year.

Section 7.8. Paid Vacation:

Subd.1. Full-time employees who work five (5) days per week for eleven (11) months or twelve (12) months per year will earn the following paid vacation:

Years of Employment	Eleven (11)-Month Employees	Twelve (12)-Month Employees
After one (1) year of employment as a secretary in the School District	9 days/year	10 days/year
After seven (7) years of employment as a secretary in the School District	14 days/year	15 days/year
After fifteen (15) years of employment as a secretary in the School District	19 days/year	20 days/year

Subd.2. Eligible employees will be granted vacation at such times during the year as is most suitable, considering both the wishes of the employee and the efficient operation of the School District. Supervisors will consider seniority when approving vacation leave. In the event of a conflict of vacation scheduling, adjustment shall favor the employee with the greatest seniority.

Subd.3. Vacation may be taken up to ninety (90) days after the employee's employment anniversary date without losing earned vacation pay.

Subd.4. If a paid holiday falls during an employee's vacation period, the holiday shall not count as a day of vacation.

Subd.5. For compensation purposes, employees on vacation will be considered to have worked their normal work day or days.

Subd.6. Upon termination of employment, the employee shall be entitled to payment for unused vacation up to the number of days earned in one (1) year. Any other remaining vacation will be forfeited without reimbursement.

Section 7.9. Change in Pay Classification: Employees who move to an employment position assigned to a higher or lower pay classification shall be paid in accordance with the new pay classification and the employee's current compensation placement step.

Section 7.10. Payment Options:

Subd.1. Nine (9)-month employees will have the option to be paid nineteen (19) or twenty-four (24) equal payments semi-monthly beginning with the September 15 payroll.

Subd.2. Ten (10)-month employees will have the option to be paid twenty (20) or twenty-four (24) equal payments semi-monthly beginning with the August 31st payroll.

Subd.3. Eleven (11)-month employees and twelve (12)-month employees will receive twenty-four (24) equal payments.

Subd.4. Colvill employees will be paid bi-monthly according to their submitted timesheets.

Subd.5. Pay option forms will be made available by the School District payroll office.

Section 7.11. Other Compensation Procedures:

Subd.1. Compensation shall be based on an employee's job classification and salary schedule assignment, increment, and employment status.

Subd.2. Compensation due shall be paid in accordance with dates established by the business office.

Subd.3. Employees transferred from one (1) classification to another shall move to the pay step appropriate to the employee's job classification, increment, and employment status.

Subd.4. Transfers from one (1) classification to another shall be made at the discretion of the School District.

Subd.5. Payroll salaries for all employees will be calculated as follows: total pay = (number of student contact days + earned vacation days + holidays + extended days) * (daily hours of service) * hourly rate.

Article 8: Insurance

Section 8.1. Health and Hospitalization Insurance:

Subd.1. The School District shall contribute a monthly sum not to exceed the School District contribution toward the premium for single or family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in single or family coverage in the School District’s group health and hospitalization insurance plan. If the School District contribution(s) exceed premium costs, no reimbursement will be made to the employee(s). Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Maximum School District contributions are as follows:

Hire Date	Plan	7/1/21 –6/30/22	7/1/22-6/30/23
Ed Assistants hired before 7/1/09 and Secretaries hired before 7/1/07	Single Family	\$550/month \$1071/month	\$590/month \$1121/month
Ed Assistants hired after 7/1/09 and Secretaries hired after 7/1/07	Single Family	\$457/month \$938/month	\$497/month \$988/month

Subd.2. The School District will give participants at least thirty (30) days notice prior to change in health and hospitalization insurance premiums.

Subd.3. The Exclusive Representative shall have representation on the School District “Labor-Management Committee” to study and recommend insurance specifications for a uniform insurance program. The committee shall be comprised of one (1) representative for each fifty (50) members of the bargaining unit or fraction thereof. The committee shall abide by the rules and procedures as outlined in the 2001-15 Agreements between the School District and Education Minnesota Red Wing.

Subd.4. School District contributions for insurance premiums for unit employees will be made monthly throughout the calendar year (twelve [12] months).

Subd.5. Employees who worked eleven (11)- or twelve (12)-months and who were taking health and hospitalization insurance as of January 1, 2009 will retain the contribution amounts as paid in calendar year 2008; these contributions will remain frozen until the contributions for the group exceed what they are now receiving.

Subd.6. In the event the School District reduces an eligible employee’s hours during the school year so the employee is no longer entitled to School District contributions for health and hospitalization insurance, the employee shall continue to receive School District contributions for the remainder of that school year only if assigned to work at least twenty (20) hours per week after the reduction of hours.

Subd.7. An employee who is laid off but recalled within one (1) calendar year (twelve [12] months) shall be eligible for the School District's health and hospitalization insurance contributions commensurate with the employee's original date of hire and will not be deemed a new hire for purposes of calculations for health and hospitalization insurance contribution calculations.

Subd.8. Married couples who are both employed full-time by the School District shall receive a School District contribution equal to one hundred percent (100%) of the family policy premium.

Subd.9. An employee is eligible for insurance as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease effective on the last working day.

Subd.10. The plan carrier will be selected by the School District based on competitive bids and shall be the same carrier used for contract teachers.

Subd.11. Pursuant to M.S.62A.146, in the event of the death of an employee, the School District shall permit the employee's dependents to continue on the School District health and hospitalization insurance plan in accordance with COBRA. The survivors will be responsible for payment of premiums in accordance with School District procedures.

Subd.12. Pursuant to M.S.62A.148, in the event of total disability, the School District shall permit the employee to continue on the School District group health and hospitalization insurance plan. The employee will be responsible for payment of premiums in accordance with School District procedures.

Subd.13. Pursuant to M.S.62A.17, in the event of termination of employment, layoff, or unrequested leave of absence, the School District shall permit the employee to continue on the School District's group health and hospitalization insurance plan. The employee will be responsible for payment of premiums in accordance with School District procedures.

Section 8.2. Health Reimbursement Account (HRA/VEBA) Contributions

Subd.1. Each full-time employee covered by a single or family School District high-deductible health and hospitalization insurance plan will receive a \$75/month School District contribution toward the employee's HRA/VEBA plan.

Subd.2. Additional contributions of wellness incentives not to exceed \$900/year (in \$300 increments) to the HRA/VEBA will be granted if the employee meets requirements outlined in plan specifications. These wellness incentives will be paid to the HRA/VEBA plan as earned.

Subd.3. For School District employees married to one another who are both covered by a School District high-deductible plan, each employee will receive the \$75/month HRA/VEBA contribution and the opportunity to earn wellness incentives not to exceed \$900/year (in \$300 increments).

Subd.4. No HRA/VEBA contribution shall exceed Internal Revenue Service (IRS) eligibility limits in a year; if the limit is reached, the remaining potential School District contribution shall be waived for the remainder of the year.

Subd.5. Each employee becomes vested in the HRA/VEBA plan upon the School District's first payment into the employee's HRA/VEBA plan.

Section 8.3. School District-Sponsored Health Clinic: The School District will provide a School District-sponsored health clinic, fully funded by the School District and at no cost to those employees who are insured through the School District. The clinic will provide services until at least December 31, 2023. The Labor Management Committee will work with the clinic provider and School District on determining the specifications of the school-sponsored health clinic. The school-sponsored health clinic may be dissolved prior to December 31, 2023, if mutually agreed upon between the School District and the Labor Management Committee.

Section 8.4. Dental Insurance: Employees may participate in the School District's group dental insurance plan at their own expense.

Section 8.5. Long-Term Disability (LTD) Insurance: The School District shall pay the full monthly premium for LTD insurance for eligible employees who are enrolled in the School District's LTD insurance program.

Section 8.6. Life Insurance:

Subd.1. The School District shall pay the full monthly premium for a \$50,000 accidental death and disability term life insurance policy for all employees who work at least thirty (30) hours per week and who are enrolled in the School District's group life insurance program.

Subd.2. The School District shall pay the full monthly premium for a \$20,000 term life insurance policy for all employees who work at least fourteen (14) hours but less than thirty (30) hours per week and who are enrolled in the School District's group life insurance program.

Section 8.7. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Article 9: Hours of Service

Section 9.1. Basic Work Week: All employees will be assigned starting times and shifts as determined by the School District.

Subd.1: Hours worked in excess of forty (40) in a normal work week shall be compensated at the rate one-and-one-half (1½) times the employee's hourly rate of pay.

Subd.2: All employees are required to turn in their timecards to the payroll office on the cutoff dates as designated by the payroll office. Each employee and immediate supervisor shall be responsible for tallying any overtime hours worked.

Section 9.2. Breaks: All employees who work seven (7) hours per day and longer are entitled to a fifteen (15)-minute break in the morning and in the afternoon. Employees who work four (4) hours, but less than seven (7) hours per day are entitled to one (1) fifteen (15)-minute break per day. Employees who work less than four (4) hours per day are entitled to a ten (10)-minute break. Such breaks are to be used as a break mid-morning and/or mid-afternoon to provide a brief rest from the duties of the employee. Specific arrangements for break schedule shall be with the supervisor of the employee concerned. Employees may not forego a break to use the equivalent time to leave their place of employment earlier than the normal time prescribed for the work day to end.

Section 9.3. Lunch Period: Employees who work at least five (5) hours per day shall be provided a duty-free lunch period of at least thirty (30) minutes. Employees who are directed to eat with or be in physical proximity to a student, as per the student's Individualized Education Plan, will be paid at their hourly rate.

Section 9.4. School Closures

Subd.1. Compensation on Non-Duty Days: In the event the school is closed for teacher workshop days, parent conference days, or any such similar student vacation days, and the employees are not required to perform service, the employee's compensation shall be reduced accordingly.

Subd.2. Emergency Late Starts Not on Board-Approved School Calendar: Unless Group 4 Administrative Assistants (formerly known as Class D secretaries) and the Assistant Secretary of Community Education obtain approval from their supervisor to be absent from work, they work as scheduled and are paid two times their normal hourly rate of pay during the late start period.

Other employees report to work at the related time to school starting such as two (2) hours late or the beginning of the school day, whichever is earlier. Hours are claimed on the employees' timecards according to their regular work schedule without a pay reduction.

Subd.3. Emergency Early Releases Not on Board-Approved School Calendar: Employees leave fifteen (15) minutes after student dismissal or after all students are safely accounted for and accommodated, whichever is later. Hours are claimed on the employees' timecards according to their regular work schedule without a pay reduction.

Subd.4. Normal Closures: Administrative assistants work as scheduled unless they obtain approval from their supervisor to be absent from work. Other employees do not report to work. If employees take personal leave, hours are claimed on timecards without a pay reduction. If employees do not take personal leave, hours are not claimed on timecards and a pay reduction occurs.

Subd.5. Critical Closures: Employees are not required to work. Employees who work as requested by their supervisor will be paid two times their normal hourly rate of pay. Other employees will receive their normal rate of pay. Any leaves previously requested on critical closure days will be reinstated.

Subd.6. E-Learning Days: Employees assigned to work on E-Learning Days are paid their normal rate of pay. Employees not required to work on an E-Learning Day may complete online staff development within one (1) week after being offered, take personal leave so pay is not reduced, or take unpaid leave.

Subd.7. Subject to Change: The School District and Exclusive Representative may mutually agree to changes in this section.

Section 9.5. Workshops:

Subd.1. If employees are required to attend workshops, they will be paid their normal hourly rate of pay for hours in attendance. Employees will be notified no fewer than thirty (30) calendar days prior to the date of any required workshop.

Subd.2. Any employee, except for nurses, who has contact with students must receive the training provided at the fall workshop sponsored by the School District. Employees will be paid their normal hourly rate of pay for hours in attendance at the training.

Subd.3. Occasions may arise when a mandated meeting or training session may be required on short notice or on an emergency basis. In that event, the Superintendent shall confer with the President of the Exclusive Representative. Employees on leave approved in advance of the workshop being scheduled shall be excused for that day and, when possible, shall attend a make-up session.

Section 9.6. Meetings for Nurses: A meeting not to exceed two (2) hours in length shall be held monthly between nurses and the licensed School District nurse for the purposes of updates and information exchange. The meetings shall be held outside the student contact day and nurses shall be paid their normal hourly rate of pay.

Article 10: Transportation Assignments

Section 10.1. Preferred Use of Employees Designated as Van Drivers:

Subd.1. The School District's policy is to use employees designated as van drivers as much as possible during regular school days so that education assistants can work with students in their assigned classrooms.

Subd.2. On days when school is not in session, but Red Wing resident students still need to be transported to special programs, the School District will first employ its van drivers to transport students. Education assistants who meet the state licensing requirements will be asked to help transport students only when van drivers are not available, but School District vehicles will be used.

Section 10.2. Transportation Duty Assignments: Special education transportation supervision duty assignments shall be made, in all cases, according to the criteria listed and educational issues including, but not limited to, individual student needs, transportation/building schedules, and cost to the building.

Subd.1. The School District will categorize education assistants according to seniority and building assignment. The building administrator will establish the transportation groups (bus riders, School District vehicle riders/drivers, van riders/drivers). The most current seniority list will be used and will be updated to reflect those employees hired after the list was prepared.

Subd.2. At the beginning of each school year, building principals will call a meeting to solicit volunteers for that building's transportation needs. For each transportation duty assignment, a back-up employee will be identified at the initial building meeting. The back-ups will be volunteers or will be assigned by the building principal/special education administration beginning with the least senior education assistant. Each building administrator shall establish a list of employees who have transportation duties. For each position the list will identify the primary employee assigned, the back-up employee, and additional substitutes, based on those with the least seniority.

Subd.3. Transportation responsibilities that are added after the initial building meeting will be temporarily assigned by the building administrator/special education administration until a memo can be posted soliciting volunteers. The temporary assignments will go to either the most senior volunteer or the least senior education assistant in the building.

Subd.4. If a substitute is needed for a transportation duty assignment or the back-up assignment, the substitute for the absent employee may volunteer to provide transportation services. If the substitute does not provide transportation services, the building administrator or special education administrator will assign the least senior education assistant in the building to the assignment.

Subd.5. The length of service for the employees who volunteer for any assignments covered by this section is the school year. Volunteers may submit a written request to the building administrator to be excused from their volunteer duties based on extreme hardship. Any release from volunteer duties shall be at the discretion of the building administrator.

Subd.6. All education assistants will be trained prior to the start of their transportation duties in current Department of Transportation regulations, proper use of vehicle safety equipment, and the School District's policy regarding the use of School District vehicles. The School District will compensate these volunteers for the cost of the required physical examination and any costs incurred to meet the Department of Transportation's regulations.

Article 11: Vacancies, Transfers, Discipline, Resignations

Section 11.1. Vacancies/Transfers: A qualified employee may apply for any vacancy that occurs within the School District.

Subd.1. All job vacancies shall be posted to the School District's website for at least five (5) duty days.

Subd.2. Requests for transfer shall follow instructions given in job posting.

Subd.3. An interview will be given to each qualified applicant who is a current School District employee upon request. The School District has the right of final decision in the selection of an applicant to fill a posted job vacancy.

Section 11.2. Discipline: The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and termination. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the employee and supervisor shall be held prior to the imposition of written reprimand, suspension with pay, suspension without pay, or discharge. An oral reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

Section 11.3. Resignation: Employees must submit a signed letter of resignation to the Superintendent at least two (2) weeks prior to the employee's last day of work and must continue in the School District's service during this two (2)-week period, with the exception that the employee may leave earlier if a competent replacement can be found, or by mutual agreement between the employee and the School District.

Article 12: Seniority, Layoff, Recall

Section 12.1. Seniority:

Subd.1. The School District recognizes that seniority provides a method to determine the order of layoff and recall of employees.

Subd.2. Job classes shall be education assistants, copy machine operator, special education assistants, Title I assistants, student monitors, van drivers, building administrative assistants, community education administrative assistants, media and technology assistants, and building nurses.

Subd.3. Seniority within a job class is based on the length of continuous service with the School District.

Subd.4. On or before February 1st of each year, the School District shall prepare a seniority list of all employees in each job class with the most senior employees listed first.

Subd.5. If more than one (1) employee in the same job class commences work on the same date, the person with the lower numerical last four digits of his/her social security number shall be listed first.

Subd.6. Employees assigned to more than one (1) job class shall have all assigned hours combined in the job class in which they work the greatest number of hours.

Subd.7. After the seniority list is emailed to employees, employees have ten (10) working days to challenge by emailing the Human Resources Manager. Employees not challenging within the time period forfeit the right to challenge until the following year when the subsequent list is posted.

Subd.8. Employees who resigned, retired or were properly discharged shall forfeit accrued seniority. If reemployed, seniority accrual shall begin as of the date of reemployment.

Section 12.2. Layoff:

Subd.1. If a position is eliminated for the upcoming school year, the School District must provide written notice to the employee being laid-off by June 15th.

Subd.2. Subject to the consideration of special skills, as determined by the School District, an employee in a position reduced by more than one (1) hour per day has the right to displace the employee of least seniority in the job class in a position of equal or fewer hours. A displaced HQ education assistant may displace an education assistant with the least seniority

Subd.3. If an employee and School District mutually agree that the employee shall accept a position of lesser pay, the employee's pay will be frozen at the rate of pay received prior to the layoff until the hourly wage schedules meet or exceed the previous amount.

Subd.4. Part-time employees (those assigned to work fewer than thirty (30) per week) may not displace full-time employees (those assigned to work at least thirty (30) hours per week). Full-time employees may displace part-time employees.

Subd.5. If a position is eliminated during the school year and displacement would have an adverse effect on the continuity of education for the student(s) involved, displacement rights shall be at the discretion of the School District. If the School District determines that displacement should not occur during the school year, the laid-off employee shall have an opportunity for employment during the school year to any newly created or vacant position for which the employee is qualified.

Section 12.3. Recall:

Subd.1. Subject to the consideration of special skills, as determined by the School District, the last laid off shall be the first recalled if a position becomes available in the same job class.

Subd.2. New positions created while employees are laid off shall be offered to qualified employees who are on layoff before new employees are hired.

Subd.3. Laid-off employees have recall rights for twelve (12) months after layoff.

Subd.4. Employees on layoff are responsible for keeping the School District informed of their current personal email address, mailing address, and phone number.

Subd.5. The School District must notify employees on layoff by certified mail of any openings in their job class for which they are qualified.

Subd.6. An employee on layoff shall not be required to accept a position with fewer hours than previously held. If the employee accepts a position of fewer hours, the employee remains on recall for the remainder of the hours.

Article 13: Retirement/Severance Pay

Section 13.1. Eligibility:

Subd.1. Employees who work at least five (5) hours a day and have completed at least ten (10) years of continuous service in the School District and who are at least fifty-five (55) years of age, shall be eligible for a retirement payment, pursuant to the provisions of this article, upon submission of a signed letter of retirement to the Superintendent and accepted by the School Board.

Subd.2. To be eligible for retirement/severance payments, an employee who goes on leave must return to work within eighteen (18) months of the commencement of the leave.

Subd.3. This Article does not apply to any employee terminated for cause by the School District.

Subd.4. For purposes of this article, the employee's age shall be that attained during the Agreement year (July 1st through June 30th) in which the employee elects to retire.

Section 13.2. Basis of Retirement Payment: The amount of retirement payment shall be \$12.50/hour for every unused sick leave hour to a maximum of 1050 unused sick leave hours.

Section 13.3. Payment for Retirees: The retirement/severance payment will be deposited into a Special Pay Deferral Account administered by a School District-determined vendor on behalf of the eligible employee. These monies are at the discretion of the eligible employee once they have been deposited into the account.

Section 13.4. Health and Hospitalization Insurance: Employees electing retirement may individually elect to continue to participate in the group health and hospitalization insurance plan established by Section 8.1. above, until the age of Medicare eligibility. Employees electing to participate shall pay the full monthly premium cost of the coverage in which the employee elects to participate.

Article 14: Leaves of Absence

Section 14.1. Sick Leave:

Subd.1. Except in May, full-time employees shall earn one (1) day of sick leave each full month of employment. Earned sick leave may accumulate to a total of 175 days. Part-time employees shall earn sick leave pro-rated to full-time employees.

Subd.2. Accumulated sick leave is to be used for absences from work necessitated by illness or injury.

Subd.3. Sick leave may be used for serious illness in the immediate family. “Immediate family” is defined as an employee’s spouse and the following related to either the employee or employee’s spouse: child, parent, brother, sister, grandparents, grandchildren, domestic partner, and others defined by M.S. 181.9413.

Subd.4. For compensation purposes, when available accrued sick leave or family illness leave is approved, employees will be considered to have worked their normal work day.

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

Subd.6. The use of accumulated sick leave in excess of three (3) consecutive work days or the repeated and systematic use of sick leave may require the verification of illness or injury at the discretion of the Superintendent. If the School District requires a verification certificate from a doctor, the School District shall pay the doctor’s fee for that certificate.

Subd.7. Holidays occurring during approved sick leave will not be deducted from an employee’s accumulated sick leave.

Subd.8. Employees injured by a student assault in the course of their daily work will be able to use up to three (3) days of sick leave with no deduction from their current accumulation per incident if the incident qualifies for workers’ compensation coverage; medical verification may be required by the School District. If the incident does not qualify for workers’ compensation coverage, the employee will be required to use sick leave for time missed.

Subd.9. Employees must submit sick leave requests using the School District’s online leave reporting system. Employees unable to report for their normal work day shall report their absence prior to their scheduled starting time.

Section 14.2. Sick Leave Bank:

Subd.1. The purpose of this subdivision is to form a Sick Leave Bank beginning on July 1, 2022 to alleviate economic hardship caused by catastrophic circumstances when all accumulated sick leave has been exhausted.

Subd.2. To be a member of the Sick Leave Bank, an employee must be employed for at least 100 days during the previous and/or current school year and must have earned at least one (1) day of sick leave during the previous and/or current school year. For purpose of this section, one (1) day shall be equal to the length of the employee's normal workday.

Subd.3. An eligible employee may voluntarily choose to join the Sick Leave Bank. Employees who choose to join the Sick Leave Bank must email the Payroll Coordinator by October 15th. Participating employees will be assessed one (1) sick leave day, which will be deducted from their accumulated sick leave.

Subd.4. The hours equivalent to the employee's daily assignment shall be added to the Sick Leave Bank. These hours become the property of the bank and are not retrievable by the employee without going through the Sick Leave Bank Committee.

Subd.5. If the Sick Leave Bank has at least 1,000 hours, those employees enrolled in the bank during the previous year will be automatically re-enrolled without donating an additional day. If the Sick Leave Bank has fewer than 1,000 hours, employees must donate an additional day to stay enrolled in the Sick Leave Bank.

Subd.6. To utilize the Sick Leave Bank, employees must be a member of the bank, have exhausted all sick leave available to them, and request at least five (5) days of sick leave. Employees must submit a signed letter to the Human Resources Department requesting use of the sick leave bank. The letter must specify the approximate number of days requested and include a physician's statement.

Subd.7. A committee of four (4) individuals shall govern the Sick Leave Bank with two (2) members appointed by the Exclusive Representative and two (2) members appointed by the School District. The committee reviews and acts on all requests for usage of the bank. A request is approved if a majority of committee members approve the request. The decision of the committee shall be final and not subject to the grievance procedure.

Subd.8. The committee shall present an accounting of the Sick Leave Bank's operation to the Exclusive Representative and the Superintendent no less than thirty (30) days following the close of the fiscal year.

Subd.9. The number of days granted shall not exceed 90 days or when the employee becomes eligible for Long-Term Disability, whichever is earlier.

Subd.10. On July 1, 2022, the School District shall make a one-time donation of 500 hours to the Sick Leave Bank.

Section 14.3. Funeral Leave:

Subd.1. A maximum of four (4) days of funeral leave will be granted to each employee at the time of death of a member of the employee's immediate family with no loss of pay or deduction from accumulated disability/illness leave.

Subd.2. In those cases for which more than four (4) days are necessary for a funeral because of distance, arrangements, legal involvements, or extraordinary circumstances, additional days (not to exceed ten [10] days) of funeral leave may be granted and deducted from the employee's accumulated disability/illness leave. Such leave shall be requested from and approved or denied by the Superintendent.

Subd.3. "Immediate family" is defined as the employee's spouse and the following related to either the employee or spouse: child and spouse, stepchild and spouse, ward, parent, brother, brother-in-law, sister, sister-in-law, niece, nephew, grandparents, grandchildren, and domestic partners.

Subd.4. Funeral leave of two (2) duty days per school year shall be granted by the Superintendent to attend a funeral of other close relatives/friends. The day of absence shall be deducted from the employee's accumulated sick leave.

Subd.5. Employees must submit funeral leave requests using the School District's online leave reporting system.

Section 14.4. Child Care:

Subd.1. An unpaid child care leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted child, provided such employee-parent is caring for the child on a full-time basis.

Subd.2. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not be required to grant any leave for more than twelve (12) months in duration or permit the employee to return to employment prior to the date designated in the request for child care leave unless mutually agreed upon between the School District and employee.

Subd.3. An employee on child care leave is eligible to participate in the group health and hospitalization insurance program, group life insurance program, and other insurance programs. The employee shall pay all premiums commencing with the beginning of the child care leave until the end of the child care leave, except eligible employees shall be entitled to have the School District continue its contributions for health and hospitalization insurance in accordance with the Family and Medical Leave Act.

Subd.4. An employee returning from child care leave shall be reinstated to the same position or a position of like classification and hourly wage. The employee shall retain all seniority, salary, and benefit status accrued prior to taking the leave. The employee shall not accrue additional experience credit, leave time, or other benefits during the period of absence for child care leave. Time during a child care leave shall not be counted in the completion of the probationary employment period.

Subd.5. Failure of the employee to return by the date determined under this section shall constitute a voluntary resignation unless the School Board and employee mutually agree to an extension of the leave.

Subd.6. Employees must submit child care leave requests to the Superintendent using School District forms. Employees will be notified if they must submit their absence on the School District's online leave reporting system.

Section 14.5. Unpaid Leaves of Absence:

Subd.1. Employees may request an unpaid leave of absence up to a period of one (1) year for any reason, subject to School Board approval.

Subd.2. Employees shall retain seniority, benefits, and salary earned at the time the leave begins.

Subd.3. An employee returning to employment shall be assigned to a position in the same classification as when they started the leave.

Subd.4. Employees on approved unpaid leave of absence will be required to notify the School District, in writing, of their intent to return from leave at least thirty (30) calendar days prior to the actual return date.

Subd.5. In event a position is reclassified while the employee is on leave, the employee shall not receive a rate of pay lower than the rate that was in effect at the time the employee began the leave. If the classification was adjusted upward, the employee shall receive the higher rate of pay.

Subd.6. Employees must submit a signed letter to the Superintendent requesting an unpaid leave of absence detailing the purpose and timing of the leave. The request must be submitted by February 15 for a leave taking effect at the beginning of the following school year or by October 15 for a leave taking effect at the beginning of second semester.

Section 14.6. Personal Leave:

Subd.1. Each employee shall earn up to three (3) days of personal leave per school year.

Subd.2. No more than four (4) employees per site may use personal leave on the same day. Any employee on personal leave who does not require a substitute shall not be counted as one (1) of the four (4) employees.

Subd.3. The Superintendent may waive restrictions regarding personal leave in extraordinary circumstances beyond the employee's control.

Subd.4. An employee may request payment for unused personal leave at the employee's hourly rate of pay by submitting a request to the Payroll Coordinator on or before the employee's last duty day of the school year. The School District will automatically carryover up to three (3) days of remaining personal leave. Any personal leave not carried over will be paid to the employee.

Subd.5. Upon termination of employment, an employee will be paid a prorated amount for any remaining unused accrued personal leave at the employee's hourly rate.

Subd.6. An employee may use personal leave in lieu of a pay reduction when school is closed by the Superintendent or designee due to an occurrence including, but not limited to, snow days, inclement weather, bomb scare, or mechanical failure.

Subd.7. Employees must exhaust their personal leave prior to taking any unpaid leave.

Subd.8. Employees must submit personal leave requests using the School District's online reporting system at least three (3) duty days but not more than twelve (12) months before such leave is taken.

Section 14.7. Exclusive Representative Leave:

Subd.1. In accordance with PELRA, the Exclusive Representative shall receive four (4) days to use at its discretion for the purpose of attending to Exclusive Representative matters, such as attending state meetings.

Subd.2. The Exclusive Representative shall reimburse the School District for the cost of a substitute, if needed.

Subd.3. The President of the Exclusive Representative or designee must submit Exclusive Representative leave requests to the Superintendent using School District forms. Employees must also submit their absence using the School District's online leave reporting system.

Section 14.8. Family and Medical Leave (FMLA)

Subd.1. As per FMLA and School District policy, eligible employees are entitled to a total of twelve (12) work weeks of unpaid or medical leave during the applicable twelve (12)-month period plus any additional leave as required by law. Leave may be taken for one (1) or more of the following reasons in accordance with applicable law: (a) birth of the employee's child or to care for such child; (b) placement of an adopted or foster child with the employee; (c) to care for the employee's spouse, son, daughter, or parent with a serious health condition; (d) the employee's serious health condition that makes the employee unable to perform the functions of the employee's job; and/or (e) any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

Subd.2. Employees must submit FMLA leave requests to the Superintendent using School District forms. Employees will be notified if they must submit their absence on the School District's online leave reporting system.

Section 14.9. Short-Term Unpaid Leave:

Subd.1. The Superintendent shall grant up to eight (8) days of short-term unpaid leave to each employee for personal reasons during the employee's employment with the School District according to the following conditions:

Subd.2. On July 1st of each year or upon initial employment with the School District, each employee who has not been previously granted five (5) days total of short-term unpaid leave will be granted one (1) day of additional short-term unpaid leave.

Subd.3. Employees must exhaust their personal leave in a given year prior to taking any unpaid leave.

Subd.4. Additional short-term unpaid leave may be granted to an employee at the discretion of the Superintendent. The Superintendent may waive other restrictions on short-term unpaid leave in extraordinary circumstances beyond the employee's control.

Subd.5. Employees must submit short-term unpaid leave requests using the School District's online leave reporting system at least three (3) days but not more than twelve (12) months before such leave is taken.

Section 14.10. Jury Duty:

Subd.1. Employees subpoenaed as witnesses or called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as jurors or witness fees.

Subd.2. Employees must submit a copy of a jury duty summons to the Superintendent attached to School District forms at least three (3) duty days prior to the first possible date of jury duty. Employees must also submit their absence using the School District's online leave reporting system.

Section 14.11. Workers' Compensation Insurance: Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Article 15: Miscellaneous Procedures

Section 15.1. Meet and Confer: If requested by either party, the Superintendent and/or any other administrative staff the Superintendent deems necessary and up to three (3) employees appointed by the Exclusive Representative will meet for the purpose of reviewing the administration of the Agreement and to resolve problems of interpretation and administration that may arise as needed.

Subd.1. Each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda of the items to be discussed.

Subd.2. All meetings will be scheduled to take place at mutually agreed upon times when the representatives involved are free from assigned work responsibilities.

Subd.3. The purpose of these meet and confer sessions is to effect accommodations that may resolve special problems. A meet and confer session will be scheduled, but not limited to, discussing classification changes and duties, newly created positions, and transfers.

Subd.4. These meetings are not intended to bypass the grievance procedure.

Section 15.2. Reimbursement for Broken Personal Items: The School District, upon proper documentation, will reimburse employees up to \$350 annually for expenses not covered by School District insurance incurred in repairing or replacing personal items broken by students while the employees are performing their assigned duties. These items may include, but are not limited to eyeglasses, hearing aids, dentures, and communication devices. Written requests for reimbursement and all relevant receipts must be provided to the Business Manager within one (1) month after the incident.

Section 15.3. Procedure When Assigned Student is Absent. This section outlines the procedures to be followed when the student to whom an education assistant is assigned is absent for all or part of the day.

Subd.1. After learning an assigned student is absent, the employee will contact the supervisor or designee as soon as possible.

Subd.2. If another one-on-one assistant in another classroom is absent, the employee may be assigned to that education assistant's student.

Subd.3. If no need exists to replace a one-on-one education assistant, the employee may be assigned to work in any building in an assigned role performing duties related to Special Education, or the employee may choose to go home and receive no pay.

Subd.4. The School District will not assign an education assistant who has work limitations to duties which require work beyond approved limitations.

Section 15.4. Liability and Tort Liability Insurance for Employees:

Subd.1. Pursuant to M.S. 123B.23 and M.S. 466.01 through M.S. 466.09, the School District will defend, save harmless, and indemnify all employees against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of their duty. The School District will also indemnify and provide defense for said employees against judgments or any amount paid in settlement actually and reasonably incurred in connection with any tort claim or demand arising out of an alleged act or omission occurring within the scope of their employment of official duties to limits as specified in the aforementioned statutes.

Subd.2. The provisions of this article do not apply to willful or wanton neglect of duty.

Subd.3. If the Minnesota statutes which govern liability and tort liability covered in this section are changed, the parties agree that this section will reflect those changes, in accordance with the law.

Section 15.5. Medication Distribution: Employees who are properly trained may be required to distribute medication, provide basic first aid, and/or perform health procedures. When such situations occur, a school nurse or designee will provide the necessary written or electronic directions to the employee for each student. In an emergency, a school nurse or designee will provide oral directions and will follow-up when time allows with written instructions.

Article 16: Grievance Procedure

Section 16.1. Definition: The word “grievance” shall mean any alleged violation of the existing conditions of employment as defined in this Agreement.

Section 16.2. Representation: An employee or group of employees may represent themselves during the informal level of a grievance and Levels I, II, and III of the grievance procedure or may be represented by the Exclusive Representative. Only the Exclusive Representative has the right to pursue a grievance to Level IV arbitration. The School District may be represented during the procedure by any person or agent designated by such party to act on its behalf. No employee shall suffer a loss of pay because of participation in a grievance proceeding.

Section 16.3. Time Periods: The School District and the employee shall attempt to adjust all grievances which may arise during employment of any employee in the following manner:

Subd.1. An effort shall be made to first adjust the grievance informally between the employee and the site administrator.

Subd.2. If the problem cannot be resolved through informal discussion, then the formal grievance shall be submitted, in writing, to the site administrator, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought. This subdivision is Level I.

Subd.3. Time shall begin to elapse with the delivery of such written notice.

Subd.4. Within ten (10) days, the parties to the grievance shall meet.

Subd.5. Within ten (10) days of the meeting in Subd.4 above, the employee and/or the Exclusive Representative shall be notified of the action to be taken.

Subd.6. If the grievance is not resolved in Subd.5 above, the employee and/or Exclusive Representative may present the grievance, in writing, to the Superintendent. This subdivision is Level II.

Subd.7. Within fifteen (15) days of delivery of written notice of grievance to the Superintendent, the Superintendent shall arrange a meeting with the employee and/or the Exclusive Representative.

Subd.8. Upon conclusion of the meeting in Subd.7 above, the Superintendent shall notify all parties in writing of action within fifteen (15) days.

Subd.9. In the event the grievance is not resolved in Subd.8. above, the Exclusive Representative may appeal the decision to the School Board within five (5) days after receipt of the decision in Subd.8. The School Board, or a committee of the School Board, shall hear the appeal in accordance with the Open Meeting Law within twenty (20) days of receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision, in writing, to the aggrieved party. This subdivision is Level III.

Section 16.4. State Mediation: In the event that the Exclusive Representative and the School District are unable to resolve any grievance, the Exclusive Representative or the School District may petition the Commissioner of the Bureau of Mediation Services (BMS) for the sole purpose of effecting a settlement of the dispute.

Section 16.5. Arbitration Procedures: In the event the Exclusive Representative and the School District are unable to resolve any grievances pursuant to Section 16.3 above, the grievance may be submitted to arbitration as defined in this article.

Subd.1. A request to submit a grievance to arbitration must be in writing, signed by the Exclusive Representative, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Section 16.3, Subd.9. above.

Subd.2. No grievance shall be considered by the arbitrator which has not been duly processed in accordance with the grievance procedure.

Subd.3.The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate. 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 issue before the arbitrator.

Subd.4. Decisions by the arbitrator in cases properly brought before him/her shall be final and binding upon the parties, subject, however, to the limitations of the arbitration decision as provided in PELRA.

Subd.5. Each party shall bear its own expense 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 of the hearing shall be made at the request of either party. The parties shall equally share fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd.6. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of

the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matter of inherent managerial policy, which shall include, but not be 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, direction, and number of personnel. In considering any issue in dispute the arbitrator's order shall give due consideration to the statutory rights and obligations within legal limitations surrounding the financing of such operations.

Subd.7. Upon the proper submission of a grievance under the terms of this procedure the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to provide a list of arbitrators, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within fifteen (15) days after the receipt of said request. Failure to agree on an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided in this article shall constitute a waiver of the grievance.

Subd.8. The decision of the arbitrator shall be rendered within thirty (30) days after the closing of the hearing.

Section 16.6. Timelines: A grievance will not be valid for consideration unless the grievance is submitted within thirty (30) days of the date the grievance arose. Failure to file any grievance within such period shall be deemed a waiver of it. Failure by the School District to issue a decision within the time limits provided in this article shall constitute a denial of the grievance, and the employee may appeal it to the next higher step.

Section 16.7. Time Periods:

Subd.1. Reference to the word, "days," regarding time periods shall refer to working days. The term, "working day," shall mean all week days not designated as holidays by state law.

Subd.2: The filing or serving of any notice or document required by this Article shall be timely if it bears a postmark of the United States mail within the time.

Subd.3. Any time limits specified in this procedure may be extended by mutual agreement.

Section 16.8. Legal Rights. Nothing contained in this grievance procedure shall deprive the employee, or School District of any legal rights otherwise created by Minnesota statutes.

Article 17: Duration

Section 17.1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2021, through June 30, 2023, and thereafter until modifications is made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

Article 18: Document Authorization

IN WITNESS WHEREOFF the parties have executed this Agreement as follows:

Exclusive Representative

School District

President

School Board Chair

Vice-President

School Board Clerk

Date

Date