

CLASSIFIED STAFF CONTRACT

Between

Minnesota School Employees Association

and

South Koochiching Rainy River School District

ISD #363

~~2022-2024~~

2024-2026

South Koochiching-Rainy River Collective Bargaining Contract

Table of Contents

Page 3	Article I	Purpose
	Article II	Recognition
	Article III	Employee's Rights
Page 4	Article IV	School District Rights
Page 5	Article V	Definitions
	Article VI	Probation
	Article VII	Rates of Pay
Page 8	Article VIII	Hours of Work
Page 9	Article IX	Seniority
Page 11	Article X	Leaves of Absence
Page 14	Article XI	Group Insurance
Page 15	Article XII	Grievance Procedure
Page 17	Article XIII	Holidays
Page 18	Article XIV	Vacation Allowance
	Article XV	Publication of Contract
Page 19	Article XVI	Discipline and Discharge
	Article XVII	Duration
Page 20	Article XVIII	Tax Shelter Annuity/403(b)/457
		Salaries
Page 21		Salary Schedule

ARTICLE I PURPOSE

THIS AGREEMENT is entered into between Independent School District #363, Northome, Minnesota, hereinafter referred to as the School District, and the Minnesota School Employees Association, representing the Northome and Indus Chapter, hereinafter referred to as 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 custodians, cooks, secretaries, aides, tutors, mechanics and drivers employed by the School District.

ARTICLE II RECOGNITION

In accordance with the P.E.L.R.A., the School District recognizes the Minnesota School Employees Association as the exclusive representative for custodial, food service, secretarial, paraprofessionals, mechanics and drivers employed by the School District, which 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. The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article V, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of the Bureau of Mediation Services, if any.

ARTICLE III EMPLOYEE'S RIGHTS

Section 1. Right to Join: Pursuant to the P.E.L.R.A., employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 2. Payroll Deductions: Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Section 3. Remission of Withheld Funds: The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than ten (10) days following the end of each payroll period.

Section 4. MSEA Lists: The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

Section 5. Access to School Facilities for Exclusive Representative Business: The Exclusive Representative and Local Chapter shall have access to school facilities for the purpose of conducting local Exclusive Representative business during times that are not disruptive to the education program.

Section 6. Rights To Views: Nothing contained in this Agreement shall be construed to limit, impair

or affect the right of any employee or his/her **their** 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 Association.

Section 7. Personnel Files: Employees in the unit, upon written request to the appropriate supervisor having custody of their files, have the right to review the content of their own personal file and evaluations. Employees in the unit shall have the right to reproduce all of the contents of their own file. Each employee in the unit shall have the right to submit for inclusion in their own file written information in response to any material in the file and such information shall become part of the file. **The School District may dispose such files as provided by law.**

Section 8. New Employee Meeting. MN Statute 179A.07 Subd. 9. Access. The School District must allow an exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings. An exclusive representative shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the public employer, the employees, the exclusive representative, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the public employer and exclusive representative.

ARTICLE IV: SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board, and shall be governed by the laws of the State of Minnesota, Federal laws and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. 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. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term "Minnesota School Employees Association" shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, 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 employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty seven (67) working days in any calendar year, **are not working for a Minnesota School District of Charter School**; and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term, "School District", shall mean the School Board or its designated representative.

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

ARTICLE VI PROBATION

Section 1. Probationary Period: All new employees entering a position covered by this Agreement shall serve a probationary period of twelve (12) consecutive calendar months. Employees shall not acquire seniority status until they have completed their probationary period. Employees may be terminated for any reason during their probationary period. The effective seniority date shall be the date the employee first reports to work.

Section 2. Change of Classification: Any employee changing classification shall serve a new probationary period of 90 (ninety) working days. During this 90 (ninety) working day probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to their former position.

ARTICLE VII RATES OF PAY

Section 1. Wages: The wages and salaries reflected in the attached Appendix "A" shall be part of the Agreement for the period commencing ~~July 1, 2022 through June 30, 2024~~ **July 1, 2024 through June 30, 2026**. All step movement shall take place on July 1st of the calendar year.

Section 2. Pay Rate for Temporary Job: Any employee required to fill a position that has a higher rate of pay, on a temporary basis, shall be paid the rate for that job only after being assigned to that

job for a period of four (4) full, consecutive working days or more.

Upon assignment to that job, the employee shall receive, in writing from the School District, a detailed explanation of the duties and responsibilities of that job. If the temporary assignment to a job with a higher rate of pay continues beyond a four (4) day period, the School District will pay the employee the higher rate of pay at his/her **their** appropriate step. The District may, at any time, return an employee filling a position on a temporary basis to his/her **their** former position.

Section 3. Classification Change Rate of Pay: Any employee changing classification shall not suffer any cut in hourly rate of pay.

Section 4. Occupational Injury Pay: Pursuant to M.S. 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.

Section 5. Driver:^{SEP}**Subd. 1. Driver Work Year:** The regular drivers' work year shall be the number of student contact days plus the qualifying holidays (depending on the school year schedule).

Subd. 2. Wages; Minimum Trip: Regular drivers will be paid an hourly rate in accordance with Appendix "A", with a minimum guarantee of two (2) hours driving time pay per route/additional assignment. If a trip is less than two hours and the driver wants the minimum time, the driver will do regular maintenance in the bus garage or other work as assigned by the School District to complete the two hours. Any regular driver may complete a voucher for payment for additional time if their morning or afternoon route exceeds his/her **their** assigned time by one half hour or more.

Subd. 3. Change in Run/Route: If a driving assignment is changed by the School District, the driver shall not lose pay or have time deducted from his/her **their** normal schedule to do the new run or route. If the new run or route is longer in time than the normally scheduled shift of the driver, he/she **the driver** shall be compensated for any extra time for that day beyond the guaranteed time. If the new run or route is shorter in time than the normally scheduled shift of the driver, he/she **the driver** will be assigned other work by the District to complete the shift. Any approved voluntary schedule changes between drivers which are not mandated by the District must be documented by a completed voucher submitted by the drivers with the changes in hours worked noted.

Subd. 4. Approved Expenses: Drivers shall be compensated for all approved expenses incurred on extra runs.

Subd. 5. Extracurricular Driving and Waiting Time: Driving and waiting time for bus drivers for any 24-hour period shall not exceed sixteen (16) hours. Actual driving and waiting time for all extracurricular and activity route driving will be compensated at their regular rate of pay for bus drivers and the regular rate of pay for type III van drivers. Employees with additional Type III driving duties shall receive no less than their current/regular hourly wage.

Subd. 6. Extra Runs: The District shall attempt to offer any extra runs to the drivers currently employed by the District. However, the District may use other employees to transport nine persons or less in a van or automobile for extracurricular trips before assigning the run to a driver. If there is a need for more drivers after the runs are offered to the current drivers, the District shall have the option of using other qualified employees or qualified volunteers. In the event the District is unable to find

drivers for extracurricular runs, the District, at that point, may contract out with independent contractor's extracurricular runs for the school building experiencing difficulty in finding drivers, for the duration of that school year.

Subd. 7. Open Routes: The District has the right to use independent contractors to perform any transportation services performed by unit employees, but will not initiate such contracting if it results in the lay-off of any current regular bus drivers.

Subd. 8 Drivers Split Differential: A \$3.50 per hour split differential will be paid to drivers who have routes both in the morning and the afternoon.

Section 6. Night-Time Differential: A shift differential of twenty-five cents (\$.25) per hour shall be added to a full-time employee's regular hourly rate of pay whose majority of hours are worked after 3:00 PM and before 6:00 AM.

Section 7. Eye Glass/Contacts/Hearing Aids and Clothing Reimbursement: The District will compensate employees for replacement of personal items, with like kind and quality product, that was broken, or damaged when caused by an aggressive incident with a student and reported to the supervisor the day of the incident. An accident report will be completed by the school nurse or office and a copy of the report will be given to the employee.

Section 8. Sunday, Non-School Related Events on Saturdays and Board Approved Holiday Premium Pay: All hours worked on Sundays, non-school related events on Saturdays and recognized holidays, when school is not in session, shall be paid for double time rate for hours worked. This in addition to any regular holiday pay the employee may be entitled. Employees with the most seniority will be given the first opportunity to work.

Section 9. Cook's Differential: Cooks receiving cook certification shall receive an additional ~~twenty-five cent (\$.25)~~ **fifty cents (\$.50)** per hour added to their regular hourly rate of pay for all hours compensated.

Section 10. Overtime: All hours worked in excess of forty (40) hours a week shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay. Overtime must be approved in writing by the School District. Approval must be in advance of overtime work, whenever possible. Employees who work beyond their regular daily schedule on any day shall not be required to take time off later in the week because of extra hours. The employer need not schedule work that would result in payment of overtime if there are other qualified employees in the classification who have not yet worked forty (40) hours during the week.

Section 11. Compensatory Time: In lieu of paid overtime, the employee may choose to accumulate compensatory time, not to exceed twenty-four (24) hours as approved by the School District. **The employee may choose to accumulate compensatory time versus overtime pay by notifying the Payroll Office by July 1 of each year. If earned compensatory time is not used by the end of the fiscal year, it will be paid out on the July 15th payroll. The compensatory time election option will remain in effect for the fiscal year. Changes may only be made at the start of each fiscal year and must be submitted by July 1. If no change is submitted by the July 1 deadline, the employee's current selection will carry over to the next fiscal year.**

Section 12. Pay Period: All employees will be paid electronically on a semi-monthly basis. Payment will be made on the 15th and 30th of each month. If the fifteenth or thirtieth of any month falls on a

Saturday, Sunday, or Holiday (as listed in this agreement for a 12-month employee) payment will be made on the last working day for office staff prior to the 15th or 30th. All employees are required to be paid electronically.

Section 13. Essential Worker Pay: Essential Workers who are required to remain on duty or report for duty while other staff have been sent home for Emergency or Safety reasons, will be compensated an additional .50 cents per hour. Approval to remain on duty or report for duty during an Emergency Situation, needs prior approval by the building principal and/or Superintendent.

Section 14. Boiler's License Differential: Custodians receiving a State Certified Boiler's License shall receive an additional ~~.25 cents~~ **fifty cents (\$.50)** per hour

Section 15. Paraeducator Higher Education Differential: Paraeducators who have a 2-year Associates Degree or Higher, will be compensated an additional ~~.25~~ **fifty cents (\$.50)** per hour.

ARTICLE VIII HOURS OF WORK

Section 1. Schedule Provision: This article shall in no way be construed as a guarantee of days, hours, weeks or months of work. Should it become necessary to change or establish schedules departing from the normal work day/week, in the interest of efficient operations, to meet the needs of the School District, or to provide for better utilization of facilities or the working forces, no less than fourteen (14) calendar days written notice (except in the case of an emergency, as determined by the School District) will be given to the employee with a copy to the Exclusive Representative.

Upon written request by the Exclusive Representative, the Superintendent shall meet with the Representative on a meet and confer basis to discuss the effects of such change, according to P.E.L.R.A.

Section 2. Definitions:^[L]_[SEP]

Subd. 1. Basic Work Day: A work day for all employees shall consist of up to eight (8) hours of work per day exclusive of an unpaid duty-free lunch period.

Subd. 2. Basic Work Week: The work week, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

Subd. 3. Work Year: The work year shall be prescribed by the School District and shall consist of up to fifty-two (52) weeks per year.

Subd. 4. Work Shifts and Starting Time: A work shift is defined as a regularly recurring scheduled period of work with a fixed starting and ending time, exclusive of overtime work. All employees will be assigned starting and ending times and shifts as determined by the School District.

Subd. 5. Lunch Period: Employees shall be provided an unpaid duty-free lunch period of at least thirty (30) minutes. With the Head Mechanic lunch period, not to exceed two (2) hours per day.

Section 3. Call Back: An employee called back to work after his/her **their** regularly scheduled shift and having already left the premises shall be paid a minimum of two (2) hours at his/her **their** appropriate rate.

Subd. 1. Weekend Checks: An employee assigned to check buildings on the weekends **will receive time and ½ and** will be assigned to not less than two (2) hours work. An employee may choose to leave after completing the District's weekend building check list and shall be compensated for a minimum of one (1) hour of work. **The assigned employee will receive double time for weekend checks on Sunday or when a holiday falls on an assigned weekend day.**

Section 4. Full-Time Employees: Full-time employees shall be those employees who are regularly scheduled and who work a minimum of twenty (20) hours per week, ~~sixty-seven (67) working days per year.~~ Any driver who is regularly scheduled for two (2) trips per day, five (5) days per week shall be considered a full-time employee. ~~The Indus Secretary/Community Education Coordinator will have a 210 day contract. This contract will include the school year, as well as an additional two weeks at the end of the school year and an additional three weeks prior to the start of the school. Any additional days will need to be approved by District Administration.~~

Section 5. Part-Time Employees: Part-time employees are those employees who are scheduled to work less than twenty (20) hours per week but more than fourteen (14) hours per week.

Section 6. Rest Periods: All full-time employees shall be granted a fifteen (15) minute rest period during each four (4) hours of regularly scheduled work.

Employees who work six (6) hours or less per day shall receive only the rest period after the first four (4) hour period of work. Rest periods shall be scheduled with the employee's supervisor and may not be accumulated.

Section 7. Split Shift: Split shift work will not be scheduled for employees of any department with the exception of drivers.

Section 8. Rate of Pay; Emergency Closing: If an employee reports for duty on ~~his/her~~ **their** regularly scheduled job and school is then canceled for students by the School District, the employee will be paid for the balance of ~~his/her~~ **their** scheduled day and work as scheduled or at the discretion of the School District. Employees who have been notified not to report to work will be given the opportunity to work. In the event the building is closed (e.g. ~~distance learning day, eLearning day,~~ weather related closing, other emergency closing, etc.), employees will have the following options made to them.

1. Work Remotely as assigned by the district
2. Make up the time as mutually agreed upon between the employee and their building supervisor or administrator.
3. Take personal time, vacation, ~~if available~~ **or sick time under ESST law**
4. Take the day unpaid

Section 9. E-Learning Days: MN Statute 120A.414 Subd. 6. **If the School District declares an e learning day, the district must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.**

ARTICLE IX SENIORITY

Section I. Definitions:

Subd. 1. Job Classification: Job Classification is defined as groups within the School District which are rated according to job descriptions, i.e.: custodians, drivers, etc. The following is a listing of those groups and job classifications:

A. Custodial:

1. Head Maintenance [L][SEP]
2. Assistant Maintenance/Driver [L][SEP]
3. Maintenance Custodian [L][SEP]

B. Driver:

1. Bus Driver (Position requires a school bus endorsement) [L][SEP]
2. Type III Bus Driver [L][SEP]

C. Food Service:

1. Head Cook [L][SEP]
2. Cook [L][SEP]
3. Kitchen Aide Support [L][SEP]

D. Maintenance Mechanic

1. Head Mechanic/Driver

E. Paraeducator [L][SEP]

F. Secretarial:

1. Secretary/~~Indus Secretary/Community Education Coordinator (210 Day)~~

Subd. 2. School District Seniority: "School District Seniority" is defined as the length of employment as a classified employee with the School District since the last date of hire. An employee's School District Seniority is determined by the building the employee works in. Separate seniority lists will be maintained for Indus and Northome Schools and will be used for the purposes of determining employee reduction in hours or days, layoff, and recall in each building.

Subd. 3. Classification Seniority: "Classification Seniority" is defined as the length of continuous service in a specific job classification within the School District.

Section 2. Termination: Employees who have completed their probationary period shall be discharged for just cause only.

Section 3. Loss of Seniority: Employees who are terminated during their probationary period, who quit, who are discharged for just cause, who fail to return to work upon completion of a leave of absence, who fail to respond to recall from layoff within seven (7) calendar days, or who have been absent from active employment for any reason beyond two (2) full calendar years, shall lose their seniority and any rights as an employee.

Section 4. Job Posting: When the School District has determined that a job opening exists in a classification covered by this Agreement, the vacancy will be posted in all buildings in the District for a period of ten (10) working days. Employees interested in the positions must fill out an application and advise the Superintendent, in writing, within the posting period. Positions will be filled by the most qualified applicant. Inside applicants will receive consideration and seniority will be considered when applicants are equally qualified as determined by the School District. These job openings may be filled temporarily by the School District.

Section 5. Reduction of Personnel and Recall:

Subd. 1. Reduction, Layoff and Recall: The two individual building seniority lists (for Indus and Northome Schools) shall be used for the purposes of determining employee reduction in hours or days, layoff, and recall in each building.

Subd. 2. Reducing Personnel: In reducing personnel, the last employee hired within a classification shall be the first employee to be reduced in hours or days, or laid off, and in recalling employees back to work, the last employee reduced or laid off shall be the first employee called back to work.

Subd. 3. Change of Address: A laid off employee shall provide the School District with a self-addressed, stamped envelope **personal email address** and advise the District of any changes in his/~~her~~ **their** address in order to be notified of job openings for which he/~~she~~ **they** may be qualified. In the event the District is not notified of this change of address, notification will not take place.

Subd. 4. Recall: Any employee placed on reduction or lay-off during this Agreement shall be on recall for a two (2) year period. In recalling employees back to work, the School District will send a certified letter to the employee informing him/~~her~~ **them** to return to work.

Subd. 5. Temporary Layoff: Employees on temporary lay-off will receive a letter indicating a reasonable assurance of reemployment.

Section 6. Seniority Lists: The School District shall post a seniority list indicating both School District seniority and classification seniority and shall provide the Exclusive Representative with a copy. The list shall indicate the effective date of hire and shall be posted in October of each school year. Disputes as to the accuracy of the posting must be brought to the attention of the School District in writing within thirty (30) calendar days with any available supporting information they may have and within ten (10) calendar days thereafter on subsequent postings.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave/Earned Sick and Safe Time**:** It is the responsibility of each employee to prevent or remedy any abuse of leaves and absences. When the School District has reason to believe that leaves and absences are being abused, special action, investigation, and questioning are necessary for the benefit of all concerned. When such action is taken, the Exclusive Representative shall be so informed. For sick leaves, the School District may require medical certification at its discretion. In the event a doctor's certificate is required, the employee will be notified. Full-time employees (required/scheduled to work 20 or more hours per week) covered by this Agreement shall earn two (2) days of sick leave credit for the first thirty (30) calendar days of regular, annual, employment and one (1) day of sick leave credit for each thirty (30) days of regular employment thereafter. ~~An exception will be made for the Indus Secretary/Community Education Coordinator who will be granted 15 sick days annually.~~ Sick leave shall accumulate to a maximum of ninety (90) days. The employee may, with the written approval of the Superintendent, use sick leave days for an illness of a spouse, partner, parent (including in-laws), sibling, grandparent, stepparent, adult child or child in the family, or anyone living at the employee's household. For the purpose of this section, "child" includes a stepchild and a biological, adopted or foster child **or as defined by state or federal law or mandate**. An employee who received the maximum accumulation of sick leave and does not use all of his/~~her~~ **their** allotted days for that year, shall receive ~~\$25.00 (twenty-five dollars)~~ **75% of their current daily wage** for those unused days. The employee will complete a voucher for this payment at the end of the employee's work year.

Subd. 1. Sick leave pay shall be approved only upon submission of a leave request through the Time

Clock Plus Program. ~~district's digital time clock system.~~

Subd. 2 (a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, adult child, spouse, partner, sibling, parent, grandparent, or stepparent, for reasonable periods of time, as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets **or as applicable by state or federal law or mandate.**

Subd 3. An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness or injury to the employee's adult child, spouse, partner, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period **or as applicable by state or federal law or mandate.** This paragraph does not apply to absences due to the illness or injury of a child.

Subd 4. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

Section 2. Funeral Leave: A leave of up to two (2) days, plus up to one (1) day for necessary travel time, will be granted with pay in the event of a death in the immediate family of an employee. "Immediate family" shall mean the employee's father, mother, stepchild, spouse, partner, children, son-in-law, daughter-in-law, grandchildren, father-in-law, mother-in-law, brother, sister or grandparents.

Section 3. Jury Duty: Leave shall be granted for service on a jury. Compensation shall be at the employee's regular base rate of pay less the fee received for jury duty exclusive of expense. When not impaneled for active service and only on call, the employee shall report to work for his/her **their** regularly scheduled work shift.

Section 4. Child Care Leave:

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

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

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:^{[[1]]}^{[[2]]}^{[[3]]}^{[[4]]}^{[[5]]}^{[[6]]}^{[[7]]}^{[[8]]}^{[[9]]}^{[[10]]}^{[[11]]}^{[[12]]}^{[[13]]}^{[[14]]}^{[[15]]}^{[[16]]}^{[[17]]}^{[[18]]}^{[[19]]}^{[[20]]}^{[[21]]}^{[[22]]}^{[[23]]}^{[[24]]}^{[[25]]}^{[[26]]}^{[[27]]}^{[[28]]}^{[[29]]}^{[[30]]}^{[[31]]}^{[[32]]}^{[[33]]}^{[[34]]}^{[[35]]}^{[[36]]}^{[[37]]}^{[[38]]}^{[[39]]}^{[[40]]}^{[[41]]}^{[[42]]}^{[[43]]}^{[[44]]}^{[[45]]}^{[[46]]}^{[[47]]}^{[[48]]}^{[[49]]}^{[[50]]}^{[[51]]}^{[[52]]}^{[[53]]}^{[[54]]}^{[[55]]}^{[[56]]}^{[[57]]}^{[[58]]}^{[[59]]}^{[[60]]}^{[[61]]}^{[[62]]}^{[[63]]}^{[[64]]}^{[[65]]}^{[[66]]}^{[[67]]}^{[[68]]}^{[[69]]}^{[[70]]}^{[[71]]}^{[[72]]}^{[[73]]}^{[[74]]}^{[[75]]}^{[[76]]}^{[[77]]}^{[[78]]}^{[[79]]}^{[[80]]}^{[[81]]}^{[[82]]}^{[[83]]}^{[[84]]}^{[[85]]}^{[[86]]}^{[[87]]}^{[[88]]}^{[[89]]}^{[[90]]}^{[[91]]}^{[[92]]}^{[[93]]}^{[[94]]}^{[[95]]}^{[[96]]}^{[[97]]}^{[[98]]}^{[[99]]}^{[[100]]}^{[[101]]}^{[[102]]}^{[[103]]}^{[[104]]}^{[[105]]}^{[[106]]}^{[[107]]}^{[[108]]}^{[[109]]}^{[[110]]}^{[[111]]}^{[[112]]}^{[[113]]}^{[[114]]}^{[[115]]}^{[[116]]}^{[[117]]}^{[[118]]}^{[[119]]}^{[[120]]}^{[[121]]}^{[[122]]}^{[[123]]}^{[[124]]}^{[[125]]}^{[[126]]}^{[[127]]}^{[[128]]}^{[[129]]}^{[[130]]}^{[[131]]}^{[[132]]}^{[[133]]}^{[[134]]}^{[[135]]}^{[[136]]}^{[[137]]}^{[[138]]}^{[[139]]}^{[[140]]}^{[[141]]}^{[[142]]}^{[[143]]}^{[[144]]}^{[[145]]}^{[[146]]}^{[[147]]}^{[[148]]}^{[[149]]}^{[[150]]}^{[[151]]}^{[[152]]}^{[[153]]}^{[[154]]}^{[[155]]}^{[[156]]}^{[[157]]}^{[[158]]}^{[[159]]}^{[[160]]}^{[[161]]}^{[[162]]}^{[[163]]}^{[[164]]}^{[[165]]}^{[[166]]}^{[[167]]}^{[[168]]}^{[[169]]}^{[[170]]}^{[[171]]}^{[[172]]}^{[[173]]}^{[[174]]}^{[[175]]}^{[[176]]}^{[[177]]}^{[[178]]}^{[[179]]}^{[[180]]}^{[[181]]}^{[[182]]}^{[[183]]}^{[[184]]}^{[[185]]}^{[[186]]}^{[[187]]}^{[[188]]}^{[[189]]}^{[[190]]}^{[[191]]}^{[[192]]}^{[[193]]}^{[[194]]}^{[[195]]}^{[[196]]}^{[[197]]}^{[[198]]}^{[[199]]}^{[[200]]}^{[[201]]}^{[[202]]}^{[[203]]}^{[[204]]}^{[[205]]}^{[[206]]}^{[[207]]}^{[[208]]}^{[[209]]}^{[[210]]}^{[[211]]}^{[[212]]}^{[[213]]}^{[[214]]}^{[[215]]}^{[[216]]}^{[[217]]}^{[[218]]}^{[[219]]}^{[[220]]}^{[[221]]}^{[[222]]}^{[[223]]}^{[[224]]}^{[[225]]}^{[[226]]}^{[[227]]}^{[[228]]}^{[[229]]}^{[[230]]}^{[[231]]}^{[[232]]}^{[[233]]}^{[[234]]}^{[[235]]}^{[[236]]}^{[[237]]}^{[[238]]}^{[[239]]}^{[[240]]}^{[[241]]}^{[[242]]}^{[[243]]}^{[[244]]}^{[[245]]}^{[[246]]}^{[[247]]}^{[[248]]}^{[[249]]}^{[[250]]}^{[[251]]}^{[[252]]}^{[[253]]}^{[[254]]}^{[[255]]}^{[[256]]}^{[[257]]}^{[[258]]}^{[[259]]}^{[[260]]}^{[[261]]}^{[[262]]}^{[[263]]}^{[[264]]}^{[[265]]}^{[[266]]}^{[[267]]}^{[[268]]}^{[[269]]}^{[[270]]}^{[[271]]}^{[[272]]}^{[[273]]}^{[[274]]}^{[[275]]}^{[[276]]}^{[[277]]}^{[[278]]}^{[[279]]}^{[[280]]}^{[[281]]}^{[[282]]}^{[[283]]}^{[[284]]}^{[[285]]}^{[[286]]}^{[[287]]}^{[[288]]}^{[[289]]}^{[[290]]}^{[[291]]}^{[[292]]}^{[[293]]}^{[[294]]}^{[[295]]}^{[[296]]}^{[[297]]}^{[[298]]}^{[[299]]}^{[[300]]}^{[[301]]}^{[[302]]}^{[[303]]}^{[[304]]}^{[[305]]}^{[[306]]}^{[[307]]}^{[[308]]}^{[[309]]}^{[[310]]}^{[[311]]}^{[[312]]}^{[[313]]}^{[[314]]}^{[[315]]}^{[[316]]}^{[[317]]}^{[[318]]}^{[[319]]}^{[[320]]}^{[[321]]}^{[[322]]}^{[[323]]}^{[[324]]}^{[[325]]}^{[[326]]}^{[[327]]}^{[[328]]}^{[[329]]}^{[[330]]}^{[[331]]}^{[[332]]}^{[[333]]}^{[[334]]}^{[[335]]}^{[[336]]}^{[[337]]}^{[[338]]}^{[[339]]}^{[[340]]}^{[[341]]}^{[[342]]}^{[[343]]}^{[[344]]}^{[[345]]}^{[[346]]}^{[[347]]}^{[[348]]}^{[[349]]}^{[[350]]}^{[[351]]}^{[[352]]}^{[[353]]}^{[[354]]}^{[[355]]}^{[[356]]}^{[[357]]}^{[[358]]}^{[[359]]}^{[[360]]}^{[[361]]}^{[[362]]}^{[[363]]}^{[[364]]}^{[[365]]}^{[[366]]}^{[[367]]}^{[[368]]}^{[[369]]}^{[[370]]}^{[[371]]}^{[[372]]}^{[[373]]}^{[[374]]}^{[[375]]}^{[[376]]}^{[[377]]}^{[[378]]}^{[[379]]}^{[[380]]}^{[[381]]}^{[[382]]}^{[[383]]}^{[[384]]}^{[[385]]}^{[[386]]}^{[[387]]}^{[[388]]}^{[[389]]}^{[[390]]}^{[[391]]}^{[[392]]}^{[[393]]}^{[[394]]}^{[[395]]}^{[[396]]}^{[[397]]}^{[[398]]}^{[[399]]}^{[[400]]}^{[[401]]}^{[[402]]}^{[[403]]}^{[[404]]}^{[[405]]}^{[[406]]}^{[[407]]}^{[[408]]}^{[[409]]}^{[[410]]}^{[[411]]}^{[[412]]}^{[[413]]}^{[[414]]}^{[[415]]}^{[[416]]}^{[[417]]}^{[[418]]}^{[[419]]}^{[[420]]}^{[[421]]}^{[[422]]}^{[[423]]}^{[[424]]}^{[[425]]}^{[[426]]}^{[[427]]}^{[[428]]}^{[[429]]}^{[[430]]}^{[[431]]}^{[[432]]}^{[[433]]}^{[[434]]}^{[[435]]}^{[[436]]}^{[[437]]}^{[[438]]}^{[[439]]}^{[[440]]}^{[[441]]}^{[[442]]}^{[[443]]}^{[[444]]}^{[[445]]}^{[[446]]}^{[[447]]}^{[[448]]}^{[[449]]}^{[[450]]}^{[[451]]}^{[[452]]}^{[[453]]}^{[[454]]}^{[[455]]}^{[[456]]}^{[[457]]}^{[[458]]}^{[[459]]}^{[[460]]}^{[[461]]}^{[[462]]}^{[[463]]}^{[[464]]}^{[[465]]}^{[[466]]}^{[[467]]}^{[[468]]}^{[[469]]}^{[[470]]}^{[[471]]}^{[[472]]}^{[[473]]}^{[[474]]}^{[[475]]}^{[[476]]}^{[[477]]}^{[[478]]}^{[[479]]}^{[[480]]}^{[[481]]}^{[[482]]}^{[[483]]}^{[[484]]}^{[[485]]}^{[[486]]}^{[[487]]}^{[[488]]}^{[[489]]}^{[[490]]}^{[[491]]}^{[[492]]}^{[[493]]}^{[[494]]}^{[[495]]}^{[[496]]}^{[[497]]}^{[[498]]}^{[[499]]}^{[[500]]}^{[[501]]}^{[[502]]}^{[[503]]}^{[[504]]}^{[[505]]}^{[[506]]}^{[[507]]}^{[[508]]}^{[[509]]}^{[[510]]}^{[[5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constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 7. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave.

Subd. 8. Leave under this section shall be without pay or fringe benefits.

Section 5. Family and Medical Leave: Minnesota Paid Leave for Individuals and Families:

Subd. 1. Beginning January 1, 2026, the School District will follow the rules of all Minnesota State Statutes and/or mandates that may apply to this section.

Section 6. Family and Medical Leave:

Subd. 1. All full-time employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

1. The birth and first year care of a child;^[SEP]2. The adoption or foster placement of a child;^[SEP]3. The serious health condition of an employee's spouse, child or parent, and an employee's own serious health condition.

Subd. 2. Such leave shall be unpaid, except an eligible employee during such a leave shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. The employee may elect, or the School District may require the employee, to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this section. However, nothing herein, nor any other provision of this Agreement, shall require the School District to combine leaves for a period of time that exceeds 12 weeks.

Subd. 5. The employee will provide at least a thirty (30) days written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

Section 7. Association Leave: A leave of absence of up to two (2) years shall be granted without pay upon written application for the purpose of serving as an officer of the State Association. Insurance coverage may be continued at the expense of the employee. Unpaid leave of absence may be granted for a maximum of four (4) designated members of the Local Association for attendance at meetings of the State Association, provided appropriate substitute workers can be found.

Section 8. Unpaid Leave: The employee may be granted an unpaid leave of absence up to one (1) year, at the discretion of the School District. Seniority shall be reinstated provided the employee returns to work under the above conditions and at the end of such leave. Seniority shall not accrue

during such leave. Employees shall be allowed to maintain insurance benefits by paying the entire cost of premiums.

Section 9. Personal Leave: Full-time employees may be granted two (2) days with pay each year to handle such situations that may arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered by other provisions of this Agreement. An exception will be made for the Indus Secretary/Community Education Director who will be granted five (5) personal days per year. Personal leave maybe accumulated up to (5) five days. Under no circumstance may an employee have more than a total of (5) five days of personal leave. Personal Days may be taken on other days when school is not in session, such as during Christmas break, Spring break, MEA Days, or other such days as agreed to by the Superintendent. Any employee who does not use all of his/her **their** personal leave days shall receive \$65 (sixty-five dollars) a day for those unused days. The employee shall complete a voucher for the pay at the end of the employee's work year.

Section 10. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 5, Family and Medical Leave. In the event the employee is on paid leave, the School District will continue insurance contributions as provided herein until the paid leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of paid leave.

ARTICLE XI GROUP INSURANCE

Section 1. Eligibility: Eligibility for insurance benefits shall include all employees who are regularly scheduled to work a minimum of twenty (20) hours per week, subject to any limitations in the contract between the insurance carrier and the School District.

Section 2. Health and Hospitalization Insurance

Subd. 1. Single Coverage: The School District shall contribute a sum not to exceed ~~five hundred fifteen (\$515) dollars per month in 2022-2023 and five hundred thirty (\$530) dollars per month in 2023-2024~~ **five hundred eighty (\$580) dollars per month in 2024-2025 and six hundred thirty (\$630) dollars per month in 2025-2026** toward the premium for individual coverage for each full-time employee employed by the District who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan. ~~An exception will be made for the duration of this agreement regarding the Indus Secretary/Community Ed Coordinator position, in which case, 100% of a single health insurance policy will be covered by the School District.~~ Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The School District shall contribute a sum not to exceed ~~seven hundred twenty (\$720) per month in 2022-2023 and seven hundred thirty five (\$735) per month in 2023-2024~~ **seven hundred eighty five (\$785) dollars per month in 2024-2025 and eight hundred thirty five (\$835) dollars per month** for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. To qualify for family coverage, an employee must be the principal source of support of the family if ~~he/she~~ **they** have a spouse or legally dependent children or both and provides

more than 50% of the support of such dependent or dependents. All employees who seek to qualify for family health and hospitalization coverage shall provide the School District with an affidavit certifying that the employee has a dependent spouse or dependent children or both and that he/she provides for more than 50% of the support of such dependent or dependents. A form of this affidavit **they** shall be provided by the School District and must be returned prior to consideration for family coverage each school year.

Subd. 3. Insurance costs will be spread over nine (9) months for 9-10 month employees. Twelve (12) month employees will remain on twelve (12) month payments.

Section 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein. No claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District.

Section 5. Life Insurance: The District shall provide a group life insurance program and shall pay the premium for thirty thousand dollars (\$30,000) of coverage, not to exceed sixty-two dollars (\$62.00) per year, for each eligible employee. To be eligible for this coverage an employee must be a full-time employee and enrolled in the School District's group life insurance plan. Additional insurance coverage may be purchased if allowed by the plan and in accordance with the policy at the employee's expense through payroll deduction.

Section 6. Long-Term Disability: The District shall provide a long-term disability insurance program and shall pay the premium for each employee, not to exceed one hundred fifty dollars (\$150.00) each year. Benefits provided by the long-term disability plan are governed by the terms of the policy. To be eligible for this coverage an employee must be a full-time employee and enrolled in the plan.

Section 7. Retirement: Upon retirement, employees covered by this Agreement who qualify for PERA pension shall be offered an escrow amount in their name only to pay for health and hospital insurance. This amount is to be figured by multiplying unused sick leave days by the rate of pay per day. This amount shall be used for payment of the policy, **NOT TO EXCEED ONE (1) YEAR'S SALARY.**

Section 8. Health Care Savings Plan: Employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan [HCSP] established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's post-employment health care savings plan account. All employees shall contribute twenty-four dollars (\$24.00) annually to this account.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Definitions:

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

Subd. 2. Representation: The employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such party in his/~~her~~ **their** behalf.

Subd. 3. Days: "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statute.

Subd. 4. Service: "Service" means personal service, facsimile, electronic or US mail.<sup>[L
SEP]</sup>

Subd. 5. Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute and the relief requested.

Subd. 6. Answer: "Answer" means a concise response outlining the School District position on the grievance.

Section 2. Steps to Be Taken:

Step I. Whenever any employee or the School District has a grievance, ~~he/she~~ or they, with their designated union representative, shall meet on an informal basis with their immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved through informal discussions, the School District designee (immediate supervisor) shall give a written decision on the grievance to the parties involved within ten (10) days after the last informal meeting.

Step II. In the event the grievance is not resolved in Step I, the decision rendered may be appealed to the Superintendent or ~~his/her~~ **their** designated representative provided such appeal is made in writing within five (5) days after receipt of the decision in Step I. The written appeal shall contain a concise statement indicating the intention of the party to proceed with the grievance or outline of the grievance, the provision(s) of the Agreement in dispute, and the relief requested. If a grievance is properly appealed to the Superintendent, the Superintendent, or ~~his/her~~ **their** designee shall set a time to meet regarding the grievance within seven (7) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or ~~his/her~~ **their** designee, shall issue a decision in writing to the parties involved.

Step III. In the event the grievance is not resolved in Step II, the decision rendered may be appealed to the School Board, in writing, within five (5) days after receipt of the decision in Step II. The School Board or its representative shall meet with the designated official of the exclusive representative within ten (10) days (if possible, but no later than the next scheduled School Board meeting) after receiving notice of intention to proceed with the grievance. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving written notice on the other party of their intention to proceed with arbitration.

Step IV. The employer and the exclusive representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the School District and the Exclusive Representative are unable to agree on an arbitrator within ten (10) days after request for arbitration, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. Each party shall be responsible for equally compensating the arbitrator for ~~his/her~~ **their** fee and necessary expenses.

The arbitrator shall not have the power to add or to subtract from, or to modify in any way the terms of the existing agreement. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder. Processing of all grievances through Step II shall be during the normal work day, and employees shall not lose wages due to their necessary participation. The parties, by mutual written agreement, may waive any step and extend any time limits in this grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance or, in the case of the School District, failure to respond shall constitute a denial of the grievance and the grievance may be appealed to the next step.

Section 3. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII HOLIDAYS

Section 1. Paid Holidays: 12 Month/20 or More Hours Per Week Employees shall be granted the following holidays, if the holiday falls within a work week in which they are scheduled to work but their work is interrupted by the holiday: Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Presidents' Day*, Good Friday*, **Easter Monday* (when school is not in session)**, Memorial Day, **Juneteenth**, Independence Day, Labor Day, and Veterans Day for all eligible veterans.

School Term Employees: Full-time employees who work *less than* 12 months per year/~~Andus School Secretary/Community Education Coordinator/~~ shall be granted the following holidays if the holiday falls within their scheduled work year:

Labor Day, President's Day*, Thanksgiving Day, Friday after Thanksgiving, **Christmas Eve**, Christmas Day (~~beginning 2020~~), **New Year's Eve Day**, New Year's Day (~~beginning 2022~~), Good Friday*, **Easter Monday* (when school is not in session)**, and Veterans Day for all eligible veterans. If the school term (9 or 10 month) employees are returned from summer lay-off **break** to work on a regularly scheduled basis prior to Labor Day and would otherwise qualify for pay for the holiday, they will be paid for that day. **When the Juneteenth holiday falls within an employee's assigned duties, the Juneteenth holiday will be a paid holiday.** (NOTE: If the holidays marked with an * are used for make-up days, another holiday will be given.)

Subd. 1. Weekends and Work Days: Holidays that fall on weekends or are worked will be observed on a different day established by the School District.

Section 2: In order to be eligible to receive holiday pay, an employee must work the scheduled day before and scheduled day after the holiday. This requirement may be waived for excused absences only. If an employee is on vacation during the holiday, the employee shall receive an extra day's pay. Employees in a lay-off status, on a leave of absence, or not working during periods when school is

not in session, shall not be eligible for holiday pay.

Section 3: Employees who are required to work on a holiday shall receive the holiday for which they are eligible plus pay for the hours worked on that holiday at their straight time rate.

ARTICLE XIV VACATION ALLOWANCE

Section 1: Eligibility: This article shall apply only to employees who are regularly employed on a twelve (12) month basis and work twenty (20) or more hours per week.

Section 2: Earned Vacations: Employees qualifying under the above conditions shall accrue vacation according to the following rates based on continuous School District Seniority as defined in Article IX, Section 1, Subd. 2. Any years the employee has worked less than 12 months shall receive a pro-ration service credit for those years. Any service credit of .5 (one-half) of a year or more shall count as one year and anything less than .5 (one-half of a year) shall not.)

This Many Continuous Years of Employment...	Shall Earn This Much Vacation
1 year through 8 years: ^[L] _[SEP]	2 Weeks
9 years through 20 years: ^[L] _[SEP]	3 Weeks
More than 20 years:	4 Weeks

Section 3: Application:

Subd. 1. Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year but may be permitted to take vacation at the discretion of the School District.

Subd. 2. If the employee resigns before completing a full year of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive the prorated pay for unused vacation time.

Subd. 3. If practicable, as determined by the School District, vacations shall be taken by the employee during the summer months when school is not in session. Effort shall be made by the School District to allow employees to schedule vacations at a time agreeable to the employee insofar as adequate scheduling of work permits. If the School District deems it necessary to limit the number of employees within a classification on vacation at the same time and there is a conflict among employees over vacation periods, vacation schedules shall be established on the basis of School District seniority.

Section 4: Vacation Pay:^[L]_[SEP] Subd. 1. Vacation pay shall be based upon the average hours worked by the employee since the employee's previous anniversary year.

Subd. 2. When an employee's services are terminated for any reason, his/her **their** vacation shall be computed and paid for on a pro-rata basis, according to the time worked in the year under consideration.

ARTICLE XV PUBLICATION OF CONTRACT

Copies of this Agreement shall be duplicated within forty-five (45) days after this Agreement is signed. Enough copies shall be provided for distribution to all employees covered by the Agreement and two (2) copies each to the Association and the School District.

ARTICLE XVI DISCIPLINE AND DISCHARGE

Section 1: No regular employee who has completed his/her **their** twelve calendar (12) month probationary period shall be disciplined or discharged without cause. Copies of all disciplinary actions and warning notices shall be given to the Exclusive Representative.

Section 2. Employee Discipline: After an employee has completed the probationary period, the Employer may discipline or discharge an employee only for cause.

1. Oral reprimand with expectations^[SEP]
2. Written reprimand with corrective action plan^[SEP]
3. Suspension without pay
4. Discharge

Employees who are subject to the above actions shall have the right to union representation, if desired, at any meetings with the district's representative(s). An oral reprimand is not subject to the grievance procedure.

The District reserves the right to move directly to a higher level of discipline based on the seriousness of the offense and other relevant factors.

ARTICLE XVII DURATION

Section 1. Duration: This Agreement shall remain in full force and effect for a period commencing July 1, 2022 through June 30, 2024, 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 in accordance with P.E.L.R.A.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except by mutual consent.

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

ARTICLE XVIII TAX SHELTER ANNUITY/403(b)/457

403b Plan Participation. Employees of this bargaining unit shall be eligible to participate in a 403b plan and/or the State 457 plan pursuant to Minnesota Statutes §356.24, upon completion of a salary reduction agreement (SRA). The SRA must be submitted to the payroll office by the 15th of the month prior to the effective payroll deduction.

Approved Plans. The District will make contributions of employee and/or district funds only to Vendors listed in the ISD 363 Adoption Agreement of the 403(b)/457 Plan Document

No other vendors or products will be available as investment options under the School District 403(b)/457 plan unless mutually agreed upon by the District and the MSEA Bargaining Unit.

Matching Contribution Plan. Beginning July 1, 2024, the School District shall match annual contributions for full-time employees who have worked two (2) consecutive years. A year of service is defined as a year in which the full-time employee worked at least 120 days.

The School District matching amount will be on a dollar-for-dollar basis, pursuant to the schedule set forth below and shall not exceed the Annual Maximum Match Amount.

Employees may contribute up to the maximum amount as defined by IRS code 403(b).

Annual Maximum Match Distribution Contribution: \$1,250

Employees on unpaid leave may not participate in the matching program while on leave.

SALARIES

Salaries are shown on the next page for contract years ~~2022-2023 and 2023-2024~~ **2024-2025 and 2025-2026.**

Pay rate table is based on the number of years employed; the first year of service will be Step 1, the second year of service will be Step 2, etc.; a year of service must be completed before moving to the next step. New employees will begin on the appropriate step as determined in the following paragraph.

Existing staff who can prove they had previous exact or similar experience prior to being employed at SKRR will be able to move up to five (5) steps (Years) on the pay scale. Previous experience that is not exactly the same as their present position will be determined by the Superintendent. Newly hired staff can be placed as high as the 10th step on the pay scale, as determined solely by the Superintendent and the School Board.

*Compensation is paid at bus driver level for any position that requires the driver to have a school bus endorsement to fulfill the duties of the position.

~~Salary Exception for Indus Secretary/Community Education Coordinator (Step 6) 2022-2023 (\$18.21) and 2023-2024 (\$18.21).~~

Appendix A

SALARY SCHEDULE

Year 2024-25	1	2	3	4	5	6	7	8	9	10	15	20
Kitchen Aide/Custodian	\$17.21	\$17.38	\$17.53	\$17.69	\$17.85	\$18.03	\$18.19	\$18.41	\$18.63	\$18.84	\$19.02	\$19.45
Maintenance Custodian	\$17.21	\$17.38	\$17.53	\$17.69	\$17.85	\$18.03	\$18.19	\$18.41	\$18.63	\$18.84	\$19.02	\$19.45
Paraeducator	\$17.21	\$17.38	\$17.53	\$17.69	\$17.85	\$18.03	\$18.19	\$18.41	\$18.63	\$18.84	\$19.02	\$19.45
Secretary	\$17.67	\$17.84	\$18.02	\$18.18	\$18.37	\$18.54	\$18.71	\$18.94	\$19.18	\$19.41	\$19.56	\$20.00
Type III Driver	\$18.34	\$18.51	\$18.70	\$18.88	\$19.09	\$19.28	\$19.48	\$19.74	\$19.98	\$20.23	\$20.41	\$20.84
Cook	\$18.42	\$18.61	\$18.80	\$18.99	\$19.19	\$19.38	\$19.57	\$19.84	\$20.10	\$20.35	\$20.52	\$20.95
Asst. Maintenance/Driver	\$18.78	\$18.99	\$19.18	\$19.37	\$19.58	\$19.79	\$20.00	\$20.27	\$20.54	\$20.80	\$20.96	\$21.40
Custodian/Groundskeeper	\$18.78	\$18.99	\$19.18	\$19.37	\$19.58	\$19.79	\$20.00	\$20.27	\$20.54	\$20.80	\$20.96	\$21.40
Mechanic/Driver	\$19.16	\$19.38	\$19.58	\$19.79	\$20.02	\$20.25	\$20.47	\$20.75	\$21.03	\$21.29	\$21.46	\$21.89
Head Cook	\$19.43	\$19.65	\$19.86	\$20.07	\$20.30	\$20.53	\$20.76	\$21.05	\$21.33	\$21.61	\$21.78	\$22.21
Head Maintenance	\$19.71	\$19.92	\$20.13	\$20.34	\$20.48	\$20.61	\$20.76	\$21.05	\$21.33	\$21.61	\$22.06	\$22.49
Head Mechanic/Driver	\$21.05	\$21.26	\$21.48	\$21.68	\$21.92	\$22.15	\$22.38	\$22.67	\$22.95	\$23.23	\$23.41	\$23.84
Bus Driver	\$19.74	\$19.92	\$20.11	\$20.29	\$20.53	\$20.77	\$21.00	\$21.29	\$21.59	\$21.88	\$22.05	\$22.48
Year 2025-26	1	2	3	4	5	6	7	8	9	10	15	20
Kitchen Aide/Custodian	\$18.46	\$18.63	\$18.78	\$18.94	\$19.10	\$19.28	\$19.44	\$19.66	\$19.88	\$20.09	\$20.27	\$20.70
Maintenance Custodian	\$18.46	\$18.63	\$18.78	\$18.94	\$19.10	\$19.28	\$19.44	\$19.66	\$19.88	\$20.09	\$20.27	\$20.70
Paraeducator	\$18.46	\$18.63	\$18.78	\$18.94	\$19.10	\$19.28	\$19.44	\$19.66	\$19.88	\$20.09	\$20.27	\$20.70
Secretary	\$18.92	\$19.09	\$19.27	\$19.43	\$19.62	\$19.79	\$19.96	\$20.19	\$20.43	\$20.66	\$20.81	\$21.25
Type III Driver	\$19.59	\$19.76	\$19.95	\$20.13	\$20.34	\$20.53	\$20.73	\$20.99	\$21.23	\$21.48	\$21.66	\$22.09
Cook	\$19.67	\$19.86	\$20.05	\$20.24	\$20.44	\$20.63	\$20.82	\$21.09	\$21.35	\$21.60	\$21.77	\$22.20
Asst. Maintenance/Driver	\$20.03	\$20.24	\$20.43	\$20.62	\$20.83	\$21.04	\$21.25	\$21.52	\$21.79	\$22.05	\$22.21	\$22.65
Custodian/Groundskeeper	\$20.03	\$20.24	\$20.43	\$20.62	\$20.83	\$21.04	\$21.25	\$21.52	\$21.79	\$22.05	\$22.21	\$22.65
Mechanic/Driver	\$20.41	\$20.63	\$20.83	\$21.04	\$21.27	\$21.50	\$21.72	\$22.00	\$22.28	\$22.54	\$22.71	\$23.14
Head Cook	\$20.68	\$20.90	\$21.11	\$21.32	\$21.55	\$21.78	\$22.01	\$22.30	\$22.58	\$22.86	\$23.03	\$23.46
Head Maintenance	\$20.96	\$21.17	\$21.38	\$21.59	\$21.73	\$21.86	\$22.01	\$22.30	\$22.58	\$22.86	\$23.31	\$23.74
Head Mechanic/Driver	\$22.30	\$22.51	\$22.73	\$22.93	\$23.17	\$23.40	\$23.63	\$23.92	\$24.20	\$24.48	\$24.66	\$25.09
Bus Driver	\$20.99	\$21.17	\$21.36	\$21.54	\$21.78	\$22.02	\$22.25	\$22.54	\$22.84	\$23.13	\$23.30	\$23.73

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

For South Koochiching-Rainy River Minnesota School Employees:

_____ MSEA Negotiator Dated _____

_____ MSEA Negotiator Dated _____

_____ MSEA Representative Dated _____

For South Koochiching-Rainy River Independent School District #363:

_____ Chairman Dated _____

_____ Clerk Dated _____

_____ Superintendent Dated _____