

AGREEMENT

between

**SUPPORT STAFF ASSOCIATION OF
INDEPENDENT SCHOOL DISTRICT 196**

and

INDEPENDENT SCHOOL DISTRICT 196

**CUSTODIAL, GROUNDS, MAINTENANCE
AND WAREHOUSE EMPLOYEES**

Effective July 1, 2021 through June 30, 2023

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ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District 196, Rosemount, Minnesota (hereinafter referred to as the "School Board" or "School District"), and the Support Staff Association of Independent School District 196, Rosemount, Minnesota (hereinafter referred to as "exclusive representative" or "Association"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as P.E.L.R.A.), to provide the terms and conditions of employment for certain employees of the Department of Facilities and Grounds and Warehouse during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School Board recognizes the Support Staff Association of Independent School District 196 as the exclusive representative of all employees of the School District contained in the appropriate unit as defined in Article II, Section 3, of this Agreement, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all employees of the District contained in the appropriate unit as defined in Article II, Section 3, of this Agreement and as certified by the Director of Mediation Services in accordance with P.E.L.R.A.

Section 3. Description of Appropriate Unit: The appropriate unit, for purposes of this Agreement, shall include all employees of the Department of Facilities and Grounds and Warehouse employed by the School Board including, but not limited to, the groundskeepers, custodians, custodial aides, warehouse checkers, mail truck drivers, freight truck drivers, high school mechanical specialists and districtwide mechanical specialists, but excluding the following: building engineers, head groundskeepers, district maintenance engineers, confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any fiscal year, and emergency employees as contained in P.E.L.R.A.

ARTICLE III DEFINITIONS

Section 1. Terms: Terms used in this Agreement shall have those meanings as defined by P.E.L.R.A.

Section 2. Employee: "Employee" shall include all individuals within the appropriate unit as described in Article II, Section 3, of this Agreement.

Section 3. Immediate Supervisor: "Immediate Supervisor" is the building engineer, custodial, grounds or maintenance supervisor, or other supervisor as designated by the School District.

Section 4. Daily Rate of Pay: An employee's daily rate of pay shall be the applicable hourly rate and applicable differential pay (including longevity) as provided in the wage rate section times eight hours times the full-time equivalent. The daily rate of pay shall not include overtime pay, additional services pay or other compensation.

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 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, and by School Board rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision 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 management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to M.S. 179A.06, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative, nor shall it be construed to require any employee to perform labor or services against his/her will.

Section 2. Right to Association Involvement: 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 any 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 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's pay check the dues that the employee has agreed to pay to the employee organization during the period provided in the authorization and remit this amount to the exclusive representative.

Section 4. Notice of Employment Status: The employer shall notify the exclusive representative of the employment of a new employee who is a member of the appropriate unit within 20 days of the beginning date of employment and shall notify the exclusive representative within 20 days after termination of employment.

Section 5. Union Business: If required by law, the School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative to conduct the duties of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

**ARTICLE VI
WAGES AND COMPENSATION**

Section 1. Basic Rates of Pay: The regular hourly wage rates for each classification are as follows:

Group I:	Custodial Aide	
	7/1/21 – 6/30/22	\$ 16.77
	7/1/22 – 6/30/23	\$ 16.98
Group II:	Custodian	
	<u>7/1/21 – 6/30/22</u>	<u>7/1/22 – 6/30/23</u>
	Step 1	\$20.16 \$20.41
	Step 2	\$23.44 \$23.73
Group III:	Groundskeeper, Warehouse Checker	
	7/1/21 – 6/30/22	\$23.78
	7/1/22 – 6/30/23	\$24.08
Group IV:	High School Mechanical Specialist, Districtwide Mechanical Specialist	
	7/1/21 – 6/30/22	\$26.68
	7/1/22 – 6/30/23	\$27.01

Group V: Mail Truck Driver

7/1/21 – 6/30/22 \$24.48

7/1/22 – 6/30/23 \$24.79

Group VI: Freight Truck Driver

7/1/21 – 6/30/22 \$24.73

7/1/22 – 6/30/23 \$25.04

Section 2. New Employee Step Placement. New employees will start at the beginning rate in the appropriate classification; however, the School Board or its designee at its sole discretion may give full or partial credit for previous experience not to exceed the second step provided the experience is related to the position being filled.

Section 3. Differentials: One or more of the following differentials may be paid in addition to the applicable regular hourly base rate as set forth in Article VI, Section. 1

Differential Summary:

Differential	2021-22	2022-23
High School and Double School Lead Custodians	\$1.57 / hr	\$1.59 / hr
Middle School Lead Custodians	\$0.74 / hr	\$0.75 / hr
Middle School Pool Custodians	\$0.60 / hr	\$0.61 / hr
High School Custodian: Grounds and Custodian/Building Maintenance	\$0.36 / hr	\$0.37 / hr
Double School Custodian: Grounds and Custodian/Building Maintenance	\$0.36 / hr	\$0.37 / hr
Districtwide Custodian: Grounds and Custodian/Building Maintenance	\$0.63 / hr	\$0.64 / hr
Chief Boiler License	\$0.94 / hr	\$0.95 / hr
First Class Boiler License	\$0.60 / hr	\$0.61 / hr
Second Class Boiler License	\$0.34 / hr	\$0.35 / hr
Third Shift	\$0.46 / hr	\$0.47 / hr
8-Year Longevity	\$0.59 / hr	\$0.60 / hr
10-Year Longevity	\$1.66 / hr	\$1.68 / hr
15-Year Longevity	\$2.09 / hr	\$2.12 / hr
20-Year Longevity	\$2.51 / hr	\$2.54 / hr
Universal Refrigerant or Back-flow Certification	\$0.94 / hr	\$0.95 / hr
Commercial Driver's License	\$0.94 / hr	\$0.95 / hr
High School Groundskeeper	\$0.31 / hr	\$0.32 / hr

The full description regarding eligibility for each differential is outlined in Subd. 1-10.

Subd. 1: High School and Double School Lead Custodians:

During 2021-2022, high school lead custodians shall receive \$1.57 per hour more than the highest rate applicable under Article VI, Section 1.

During 2022-2023, high school lead custodians shall receive \$1.59 per hour more than the highest rate applicable under Article VI, Section 1.

During 2021-2022, the lead custodian at the double elementary/middle schools shall receive \$1.57 per hour more than the highest rate applicable under Article VI, Section 1. This position may be applicable to the following buildings: Southview Elementary/Valley Middle; Highland Elementary/Scott Highlands Middle; Deerwood Elementary/Black Hawk Middle.

During 2022-2023, the lead custodian at the double elementary/middle schools shall receive \$1.59 per hour more than the highest rate applicable under Article VI, Section 1.

Subd. 2: Middle School Lead Custodians: During 2021-2022, middle school lead custodians shall receive \$.74 per hour more than the highest rate applicable under Article VI, Section 1.

During 2022-2023, middle school lead custodians shall receive \$.75 per hour more than the highest rate applicable under Article VI, Section I.

Subd. 3: Middle School Pool Custodians: During 2021-2022, middle school pool custodians shall receive \$.60 per hour more than the rate applicable under Article VI, Section 1 when license is held and required for the position.

During 2022-2023, middle school pool custodians shall receive \$.61 per hour more than the rate applicable under Article VI, Section 1 when license is held and required for the position.

Subd. 4: High School, Double School and Districtwide Grounds/Custodian or Building Maintenance: During 2021-2022, up to one custodian per high school whose annual assignment includes approximately half time grounds work and half time at either custodial or building maintenance work shall receive \$.36 per hour more than the rate applicable under Article VI, Section 1.

During 2022-2023, this rate will change to \$.37 per hour.

During 2021-2022, up to one day custodian position may be used at double elementary/middle schools whose annual assignment will include approximately half time grounds work and half time either custodial or building maintenance work. This position may be applicable to the following buildings: Southview Elementary/Valley Middle; Highland Elementary/Scott Highlands Middle; Deerwood Elementary/Black Hawk Middle. The rate of pay for this day custodian position will include \$.36 per hour more than the applicable rate in Article VI, Section 1 of the current contract.

During 2022-2023, this rate will change to \$.37 per hour.

The District may designate one districtwide custodian whose annual assignment includes approximately half time grounds work and half time at either custodial or building maintenance work. During 2021-2022, this custodian shall receive \$.63 per hour more than the rate applicable under Article VI, Section 1.

During 2022-2023, this rate will change to \$.64 per hour.

Subd. 5: Boiler License: Employees who are required to hold a boiler license shall receive an hourly differential according to the following schedule:

	<u>2021-2022</u>	<u>2022-2023</u>
Chief	\$.94 per hour	\$.95 per hour
First Class	\$.60 per hour	\$.61 per hour
Second Class	\$.34 per hour	\$.35 per hour

Subd. 6: Third Shift: During 2021-2022, employees assigned to and working on a third shift shall receive \$.46 per hour more than the rate applicable under Article VI, Section 1.

During 2022-2023, employees assigned to and working on a third shift shall receive \$.47 per hour more than the rate applicable under Article VI, Section 1.

Employees who normally work third shift and voluntarily change to first or second shift for a period of at least ten consecutive days will forfeit the third shift differential. Employees who normally work third shift and are required to change to first or second shift will continue to receive the third shift differential.

Subd. 7: Longevity: Employees who have 8 or more years of service shall receive \$.59 per hour for 2021-2022 and \$.60 per hour for 2022-2023 more than the rate applicable under Article VI, Section 1.

Employees who have 10 or more years of service shall receive \$1.66 per hour for 2021-2022 and \$1.68 per hour for 2022-2023 more than the rate applicable under Article VI, Section 1.

Employees who have 15 or more years of service shall receive \$2.09 per hour for 2021-2022 and \$2.12 for 2022-2023 more than the rate applicable under Article VI, Section 1.

Employees who have 20 or more years of service shall receive \$2.51 per hour for 2021-2022 and \$2.54 for 2022-2023 more than the rate applicable under Article VI, Section 1.

Years of service shall be calculated based upon years of work for the School District in any classification covered by this Agreement from the initial date of hire in any position covered by this Agreement. Years of service as used in this Section shall also include years of continuous full-time employment as building engineer of the School District provided the building engineer transferred directly from such employment to a full-time custodian position.

Common Longevity Date Effective July 1, 2022: Effective July 1, 2022, July 1 of each year shall be the common longevity date shared by all unit employees. July 1 will replace their previous longevity date. Rules governing the transition between longevity dates are as follows:

- On July 1, 2022, employees hired on or before June 30, 2022, will have a revised longevity date of July 1 of the fiscal year of their current longevity date. Employees eligible for longevity prior to July 1, 2022, will receive longevity earned from their current longevity date to July 1, 2022.
- Effective July 1, 2022, and each fiscal year thereafter, new employees hired on or after July 1, and before January 1, will have a longevity date of July 1 of the calendar year in which they were hired.

- Effective July 1, 2022, and each fiscal year thereafter, new employees hired on or after January 1, and before July 1, will have a longevity date of July 1 of the calendar year in which they were hired.

Subd. 8: Universal Refrigerant or Back-flow Certification: During 2021-2022, any high school mechanical specialist who holds a Universal Refrigerant Certification will receive \$.94 per hour more than the rate applicable under Article VI, Section 1, and any districtwide mechanical specialist who holds a Back-flow Certification will receive \$.94 per hour more than the rate applicable under Article VI, Section 1.

During 2022-2023, any high school mechanical specialist who holds a Universal Refrigerant Certification will receive \$.95 per hour more than the rate applicable under Article VI, Section 1, and any districtwide mechanical specialist who holds a Back-flow Certification will receive \$.95 per hour more than the rate applicable under Article VI, Section 1.

Subd. 9: Commercial Driver's License: During 2021-2022, employees who are required by the School District to hold a commercial driver's license will receive \$.94 per hour more than the rate applicable under Article VI, Section 1.

During 2022-2023, employees who are required by the School District to hold a commercial driver's license will receive \$.95 per hour more than the rate applicable under Article VI, Section 1.

Subd. 10: High School Groundskeeper: During 2021-2022, high school groundskeepers, in Group III, shall receive \$.31 per hour more than the rate applicable under Article VI, Section I.

During 2022-2023, this amount will change to \$.32 per hour.

Section 4. Step Advancement: Employees in pay Group II, Step 1, will advance to Step 2 effective the pay period following the successful completion of their probationary period.

Section 5. Working Out of Classification: A custodial employee who is assigned to replace an absent lead custodian shall be paid the hourly differential as set forth in Article VI, Section 3, Subd. 1 or 2, in addition to his/her regular hourly rate, effective the first half day of such assignment.

Any member of the Association who is assigned to replace an absent member of the Building Engineers' Association shall be paid an allowance as stated below in addition to his/her regular hourly rate, effective the first half day of such assignment. In addition, if a boiler license is required to perform the work assigned and the Association member holds the license, the applicable differential will also be paid.

- A) The allowance shall be \$2.00 per hour at a high school or double school, or when replacing a district maintenance engineer.
- B) The allowance shall be \$1.75 per hour at a middle school.
- C) The allowance shall be \$1.60 per hour at an elementary school.

After sixty (60) working days from July 1 through June 30, or consecutive days if past July 1, in the same position, the allowances will change as follows:

- A) The allowance shall be \$4.00 per hour at a high school or double school, or when replacing a district maintenance engineer.
- B) The allowance shall be \$3.50 per hour at a middle school.
- C) The allowance shall be \$3.20 per hour at an elementary school.

The sixty (60) working days can be for the same classification/position in any building; the sixty (60) days do not need to be in the same building.

Section 6. Temporary and Part-time Employees: Temporary or part-time employees are those employees whose services do not exceed 20 hours per week or do not exceed 100 working days in any fiscal year. Such employees shall be paid an amount determined by the School District. Such employees will not accrue or receive any fringe benefits set forth or contained in this Agreement. Part-time employees working 20 or more hours per week will receive prorated sick leave.

Section 7. Paydays: Employees shall be paid every other Friday.

Section 8. Employee Uniform: The School District will make available seven uniforms for each new full-time employee and three uniforms in subsequent years. The School District will make available three uniforms for each new part-time employee and one uniform in subsequent years. Additional clothing for specific job classifications will be purchased at the discretion of the facilities coordinator or warehouse supervisor. This will not include laundry service except for those employees who had elected and were receiving laundry service as of the date of signing of this Agreement; if laundry service is subsequently discontinued by such employees, it may not be resumed. Employees shall wear the adopted uniform whenever on duty and shall appear neatly groomed at all times.

All employees are responsible for compliance with the Uniform Policy. If an employee reports for his/her shift without the appropriate uniform, the employee may be sent home without pay to change into the appropriate uniform and return to work.

Section 9. Retroactivity of Wage Rates: The wage rates and applicable adjustments set forth in this Article are retroactive to July 1, 2021, for time worked by employees employed as of the date of signing of this Agreement unless otherwise noted.

Section 10. Travel Allowance: Employees shall be reimbursed for all private automobile usage which is incurred in connection with School District business at the rate per mile which was excludable from federal income tax on the July 1 immediately preceding the date of such usage.

ARTICLE VII HOURS

Section 1. Work Week: Forty hours per week and eight hours per day shall prevail throughout the term of this Agreement. Any new positions that deviate from this will be discussed with the Association and employee who is involved.

Section 2. Overtime: Time and one-half shall be paid for all hours over eight hours per day and forty hours per week. Hours paid as holidays, vacation or sick leave are considered as days worked for purposes of calculating overtime premium.

A minimum of four hours shall be paid for work performed on Saturday, Sunday and holidays. A minimum of two hours will be paid to an employee called back into work after working his/her normal shift and leaving for the day.

Time and one-half shall be paid for all hours worked on Sundays (unless part of regular duty day) and Holidays. Overtime opportunities will be rotated according to district seniority within the building in which the overtime is required.

Section 3. Compensatory Time:

Subd. 1. An employee may elect to receive comp time in lieu of the payment for overtime as set forth in Article VII, Section 2, to a maximum of 40.5 hours annually. Note: Each year a maximum of 27 hours of overtime work may be accrued as comp time. Comp time shall accrue as provided in Article VII, Section 2.

Employees may elect to receive comp time for school sponsored events only. Time worked that is billed through community education must be paid as overtime.

Subd. 2. Earned comp time may be taken at any time at the request of the employee, subject to the prior approval of the employee's immediate supervisor.

Subd. 3. All comp time earned between July 1 and June 30 must be taken as set forth herein prior to June 30. Comp time not taken as set forth herein shall be paid as overtime as set forth in Article VII, Section 2.

Section 4. Inclement Weather Days: Employees who are unable to report to work on days on which school is canceled due to inclement weather may request payment for such days, to be charged to sick leave, compensatory time, vacation or personal leave which has been accrued according to the terms of this agreement.

**ARTICLE VIII
JOB POSTING AND PROBATIONARY PERIOD**

Section 1. Job Posting: Job openings will be posted for a period of five days. Job relevant qualifications, as listed on the job posting, and seniority are the only factors to be considered in filling posted positions with the most senior candidate to be selected if the listed job relevant qualifications are equal. The Union will receive a copy of each posting. Employees selected for promotions will serve a trial period of 40 days worked. New employees may not apply for a new position until they have satisfactorily completed the probationary period set forth in Section 2 of this Article, unless there are no non-probationary employees who apply. Employees wishing to apply for a position shall submit a written statement to the School District Office. In the event that two or more internal candidates apply for a posted position before the posted deadline and possess acceptable qualifications in ability, experience, and job performance, the most senior applicant shall be interviewed. If upon interview the candidate's qualifications remain unchanged, the applicant shall be offered the position. In the event that during the interview process the applicant demonstrates that they do not meet the qualifications in

ability, experience, and job performance, the next most senior candidate shall be interviewed. This process shall be repeated in seniority order until a qualified applicant is hired.

Section 2. Discipline, Discharge and Probationary Period:

Subd. 1. Probationary Period: An employee shall, under the provisions of this Agreement, serve a probationary period of 90 days worked during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. The probationary period can be extended up to an additional 90 days worked. A probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Subd. 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 40 days worked in any such new classification. During this 40-day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification. The probationary period can be extended up to an additional 40 days worked.

ARTICLE IX DISCIPLINE

Section 1. Applicability: This Article does not apply to employees during their probationary period.

Section 2. Progressive Discipline: The parties to this Agreement recognize both the concept of progressive discipline and the fact that accelerated disciplinary actions, including discharge, may be warranted in instances involving severe or repeated misconduct. An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause.

Section 3. Personnel Files: Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall also be sent to the employee who is the subject of such documents and to the exclusive representative. The School District personnel file relating to an individual employee will be available during regular office business hours to that employee upon written request. The employee shall have the right to reproduce any of the contents of the file at his/her own expense and to submit for inclusion in the file written information in response to any material contained therein.

Section 4. Representation: An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined, shall have access to the grievance procedure.

ARTICLE X LAYOFF AND RECALL

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement within classifications concerning layoff. Layoffs are permitted only in order of seniority within classification. Classification is defined as the Groups listed in Article VI, Section 1 of this Agreement.

Section 2. Date: Employees within the appropriate unit shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority the seniority date shall relate back to the date of original employment within the appropriate unit and shall be accumulative only within this appropriate unit. If more than one employee is hired on the same date, seniority ranking shall be determined by lot.

Subd. 1: The seniority of individuals who are hired as temporary or part-time employees after March 14, 1994, shall accumulate at one-half the rate of full-time employees.

Section 3. Layoff Application: An employee on layoff shall retain his/ her seniority and right to recall within classification in seniority order for a period of two years after the date of layoff.

Section 4. Layoff: In the event the School District determines to reduce the staff, employees shall be laid off in inverse order of seniority within areas of classification. A senior employee shall not be placed on layoff while a junior employee on the seniority list occupies a position within the same classification. Laid off employees within one group may first bump back to an open position in another group if qualified for that position. If there are no open positions, a senior employee may bump back to the position held by the least senior employee in another group if qualified for that position, but cannot bump into a higher paid group. The employee who bumps back either to an open position or to the least senior employee's position will retain his/ her seniority. The employee who bumps back cannot increase hours. In no event will a part time employee bump a full time employee.

Clarification of Rules for Bumping/Moving to a new position:

- An employee cannot move up into a higher classification (see order below)
- A part time employee cannot move to a full time position
- An employee must have the qualifications to move into a position
- School year only employees cannot move into a twelve month employee's position
- Moving positions is determined by district seniority dates
- An open position is the least senior position for moving purposes
- District seniority rules; not building seniority
- For moving purposes only, if all other qualifications are met, employees from higher classifications can move into the custodial classification regardless of custodial experience
- Moving is based on base pay; it does not factor in differentials
- There is no choice in the moving process; the above rules apply

Clarification of the Order of Classifications for Bumping/Moving:

- Group IV: High School Mechanical Specialist, Districtwide Mechanical Specialist
- Group V: Truck Driver
- Group III: Groundskeeper, Warehouse Checker
- Group II: Custodian
- Group I: Custodial Aide

Section 5. Recall: Employees shall be recalled in order of seniority for a position within the same classification held prior to layoff or a lower classification (according to the order of groups listed in Article VI, Section 1) for which the employee is qualified. If a position becomes available for a qualified employee on layoff, the School District shall mail by certified mail the notice to such employee who shall have 14 calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the Director of Human Resources within such 14 calendar day period, it shall constitute a waiver on the part of such employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement of employment rights. The employee must accept the first offer of rehiring at same classification from which the employee was laid off or the employee shall be removed from the recall list. The employee may refuse an offer for a lower classification position without losing recall rights to a position at the same classification from which the employee was laid off. However, once an employee is offered a lower classification position and refuses such offer only higher classification positions need be offered.

Section 6. Loss of Seniority: Seniority shall be lost due to resignation, discharge for cause, failure to return from layoff in the time required or absence from the bargaining unit for any reason for more than two years.

Section 7. Seniority List: An updated seniority list will be provided the president of the Association upon request. Part time employees will be noted as such on the seniority list.

Section 8. Effective Date: The provisions of this Article shall not affect the seniority ranking of current unit members. Any employee hired after adoption of this Agreement will be subject to the seniority ranking provisions in this Article. For purposes of the School District's layoff obligations, this Article becomes effective on the date of adoption of this Agreement.

ARTICLE XI HOLIDAYS

Section 1. Days: The following twelve (12) days shall be paid holidays for all full-time employees:

Independence Day (July 4)	New Years Eve
Labor Day (1st Monday in Sept)	New Years Day
Thanksgiving Day	President's Day
Day after Thanksgiving Day	Memorial Day (last Monday in May)
Christmas Eve Day	Two Floating Holidays
Christmas Day (Dec. 25)	

Employees must schedule their floating holiday with their immediate supervisor at least two weeks in advance. Holiday pay is paid during the probationary period.

Section 2. Holidays on Saturday or Sunday: If holidays fall on Saturday or Sunday, a different day will be granted at the discretion of the Superintendent.

Section 3. Cancellation of Holiday: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof with the understanding, however, that each employee under this provision will be guaranteed twelve (12) paid holidays per year. Any legal holiday or holidays which fall within an employee's vacation period shall not be counted as a vacation day.

Section 4. Eligibility for Holiday: In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on excused illness or on vacation under these provisions.

**ARTICLE XII
VACATIONS**

Section 1. Vacation Allowances: Vacation allowances shall apply only to 12-month, full-time employees according to the following schedule:

After 1 Year	6 Days
After 2 Years	11 Days
After 5 Years	16 Days
After 10 Years	17 Days
After 11 Years	18 Days
After 12 Years	19 Days
After 13 Years	20 Days
After 14 Years	21 Days
After 15 Years	22 Days
After 20 Years	24 Days
After 25 Years	25 Days

Employees who are terminated or leave their employment voluntarily will be paid their regular salary for the earned vacation time accrued to them. Employees may be allowed at the sole and exclusive discretion of the Coordinator of Facilities and Grounds or the Coordinator of Project Management and Purchasing or their designee to utilize their vacation at any time during the work year. Employees may carry over up to one year's vacation allowance which is unused at the end of the work year; however, those days must be taken prior to the end of the following vacation year or forfeited.

Section 2. New Employees: New employees will accrue and be able to use prorated vacation as of their employment date, at the rate of 1/2 day of vacation for each full month worked prior to July 1. Thereafter, the employee will accrue prorated vacation based on the vacation allowance in Article XII, Section 1.

Section 3. Vacation Schedule: A vacation schedule will be developed and eligible employees must schedule vacation in such a way as to maintain a balanced work crew. If two or more employees request the same day at the same time and all requests cannot be granted, selection will be on the employees' district seniority date. Once vacation is approved, a more senior employee cannot bump a less senior employee's approved vacation.

**ARTICLE XIII
SICK LEAVE**

Section 1. Amount of Leave: All full-time employees shall earn 12 days sick leave for each fiscal year. Part-time employees working twenty (20) or more hours per week shall earn prorated sick leave based on the number of months per year they work. New employees will accrue and be able to use prorated sick leave as of their employment date.

In the event the employee's absence is in excess of the number of days earned, at a rate of one day per month, and the employee does not return to the said position or resigns or is terminated, the District has the option to deduct or collect salary paid for unearned sick leave.

Section 2. When Allowed: Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness of the employee or employee's child which prevented the employee's attendance and performance of duties on that day or days. A medical doctor's statement which verifies illness may be required for all absences of three (3) days or more.

Section 3. Deduction: Sick leave allowed shall be deducted from current year accrued sick leave days earned by the employee and then days accrued from previous years.

Section 4. Approval: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Section 5. Family Sick Leave: Up to five (5) days of sick leave per year shall be allowed to employees due to the serious illness of a spouse, mother, father, brother, sister, mother-in-law and father-in-law. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources. If pay is provided, days shall be deducted from sick leave.

Section 6. Unused Sick Leave: Beginning June 30, 2004, and on June 30 of each year thereafter, the employee shall choose to utilize unused sick leave by exercising the following options:

a. Employees may exchange unused sick leave days by exchanging three (3) days of unused sick leave for one (1) day of vacation or one (1) day of extra wages. A maximum of only four (4) days of exchange may be utilized per year. Remaining days shall be applied toward your sick leave accumulation. Only employees who earn vacation are eligible to exchange sick leave for vacation days.

Beginning June 30, 2014, employees who have at least sixty (60) accrued sick leave days on June 30th may exchange an additional three (3) days of unused sick leave for one (1) day of vacation or one (1) day of extra wages. Employees in this category may exchange a total of five (5) days per year.

b. Place unused sick leave days in the sick leave accumulation (under the provisions of Section 6 of this Article).

c. Utilize a combination of the above choice with the understanding that only whole days may be used and that days may be counted only once.

d. Unused sick leave days may accumulate to a maximum credit of 150 days of sick leave per employee.

Section 7. MN Statute 181.9413: Support Staff employees who have been employed by the School District for at least twelve months prior to the leave and who worked at least one-half of the full time equivalent during those twelve months may use up to 160 hours of sick leave in any twelve month period for the illness or injury of the Support Staff employee's adult child (including stepchild, biological, adopted, and foster child), spouse, sibling, parent, mother-in-law, father-in-law, grandchild,

grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary.

This provision is not intended to increase or decrease the amount of time provided in Article XIII above, except as otherwise required by law. This provision shall be in effect only as required by MN Statute 181.9413.

ARTICLE XIV BEREAVEMENT LEAVE

Section 1. Spouse, Child or Parent: The School District shall grant a leave for the death of the employee's spouse, child, or parent (or in-laws of the same degree). The first three days per occurrence shall not be deducted from accrued sick leave, personal leave or vacation. Additional paid days shall be deducted from the employee's accrued sick leave, personal leave or vacation at the employee's discretion.

Section 2. Brother, Sister, Grandparent, Grandchild and In-Laws of the Same Degree: The School District shall grant a leave for the death of the employee's brother, sister, grandparent, or grandchild (or in-laws of the same degree) up to three (3) days per occurrence. If pay is provided, days shall be deducted from accrued sick leave, personal leave or vacation at the employee's discretion.

Section 3. All Other Individuals: The School District shall grant a leave of up to one (1) day per occurrence for the death of someone other than a family member defined above. If pay is provided, days shall be deducted from accrued sick leave, personal leave or vacation at the employee's discretion. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources.

ARTICLE XV PERSONAL LEAVE

Section 1. Personal Leave: Full-time employees shall be eligible to receive two (2) paid days off per year. Employees shall schedule such absences with their supervisor at least three days in advance whenever possible. The supervisor may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of experienced employees.

Employees shall be granted personal leave provided the request is approved by the employee's immediate supervisor.

ARTICLE XVI PARENTING LEAVE

Section 1. A parenting leave shall be granted by the School District, subject to the provisions of this Article, to one (1) parent in conjunction with the birth or adoption of a child.

Section 2. An employee making application for parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Section 3. If the reason for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave during the period of the employee's disability pursuant to the sick leave provisions of this Agreement. A pregnant employee who elects disability leave shall provide at the time of her leave application, the completed forms as determined by and obtained from the Human Resources Department.

Section 4. The leave shall begin at a time requested by the employee, provided the leave begins not more than six weeks after the birth or adoption of the child. However, in the event the child must remain in the hospital longer than the mother, the leave shall not begin more than six weeks after the child leaves the hospital.

Section 5. The leave shall not exceed six weeks except as provided for under the Family and Medical Leave Act. In the event the employee requests parental leave for a period in excess of six weeks, such additional leave time may be granted at the sole and exclusive discretion of the superintendent whose decision is final and binding and not subject to the grievance procedure.

Section 6. An employee returning from parenting leave shall be re-employed in his/her former classification without loss of seniority unless previously discharged or laid off.

Section 7. Failure of the employee to return pursuant to the date determined under this Article shall constitute grounds for termination in the School District.

Section 8. The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that the period of time for which the employee is on parenting leave shall not be counted in determining the completion of the probationary period.

Section 9. An employee who returns from parenting leave within the provisions of this Article shall retain all previous experience credit under the Agreement earned at the commencement of the beginning of the leave.

Section 10. Except as provided for under the Family and Medical Leave Act, an employee on parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Article.

Section 11. Leave under this Article shall be without pay or fringe benefits.

ARTICLE XVII JURY DUTY

Section 1. Required Jury Duty: Any employee who is required to serve as a juror shall be granted a leave with pay while serving on jury duty contingent upon the employee paying to the Board any fees received, minus travel allowance, for such jury service. The employee may seek to be excused from jury duty.

**ARTICLE XVIII
LEAVE OF ABSENCE**

Section 1. A leave of absence of two days or less may be granted by the immediate supervisor. A leave of absence over two days may be granted upon the approval and discretion of the coordinator of Human Resources. Leaves may be granted up to twelve (12) months. In all cases, the beginning date and the return date of the leave of absence must be approved by and determined at the discretion of the coordinator of Human Resources. An employee who has been granted a leave absence of twelve months must provide written notice to the School District no later than 60 calendar days prior to their scheduled return date of his/her intentions of returning to his/her position. All leaves of absence are to be granted without pay. The employee shall be returned to his/her former classification and the employee shall not lose his/her seniority rights.

Upon recommendation by the coordinator of Human Resources, such leave may be granted by the School Board for extended illness of the employee, extended illness of the employee's family, civic activities, political office, full-time educational leave, or other reasons deemed appropriate at the discretion of the School Board.

An extension of a leave of one additional twelve (12) month period will be considered on a case-by-case basis. In all cases, the beginning date and the return date of the extended leave of absence must be approved by and determined at the discretion of the coordinator of Human Resources.

**ARTICLE XIX
INSURANCE**

Section 1. Employees' Coverage: Only employees who work a minimum of 30 hours per week are entitled to and shall receive insurance coverage provided for and set forth in this Article.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The School Board shall contribute up to the following sums per year toward the premium for individual coverage for each employee as defined in Article XIX, Section 1, employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee as defined in Article XIX, Section 1, and paid by payroll deduction.

From July 1, 2021, through June 30, 2022, up to \$670.00 per month toward single coverage.

From July 1, 2022, through June 30, 2023, up to \$704.00 per month toward single coverage.

Subd. 2. Employee Plus One Dependent Coverage: The School Board shall contribute up to the following sums per year toward the premium for employee plus one dependent coverage for each employee as defined in Article XIX, Section 1, employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for employee plus one dependent coverage. Any additional cost of the premium shall be borne by the employee as defined in Article XIX, Section 1, and paid by payroll deduction.

From July 1, 2021, through June 30, 2022, up to \$1,494.00 per month toward employee plus one dependent coverage.

From July 1, 2022, through June 30, 2023, up to \$1,569.00 per month toward employee plus one dependent coverage.

Subd. 3. Family Coverage: The School Board shall contribute up to the following sums per year toward the premium for family coverage for each employee as defined in Article XIX, Section 1, 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 as defined in Article XIX, Section 1, and paid by payroll deduction.

From July 1, 2021, through June 30, 2022, up to \$1,978.00 per month toward family coverage.

From July 1, 2022, through June 30, 2023, up to \$2,077.00 per month toward family coverage.

Subd. 4. Spousal Coverage: ISD 196 shall contribute up to the equivalent of family coverage toward the premium for one family coverage for two custodians employed by ISD 196 with one or more dependents (other than spouse) who qualify for and are enrolled in ISD 196 group health and hospitalization plan.

Subd. 5. HRA/VEBA: For active custodians participating in the high deductible health plan option, the School District shall contribute to an HRA/VEBA account for the employee an amount representing the difference between the premium (individual, employee plus one dependent or employee plus dependents, whichever the employee is enrolled in) for the high deductible plan, and the School District contribution toward insurance as provided in Article XIX, Section 2. This provision shall be in effect so long as the School District offers a high deductible plan and the contributions listed in Article XIX, Section 2, exceed the cost of the high deductible plan premium by \$10 or more per month.

Section 3. Life Insurance: The School Board provide and pay the premium for \$50,000 term life insurance coverage for employees employed by the School District who qualify pursuant to Section 1 above and are enrolled in the School District's group term life insurance plan. Employees who work student contact days only can make arrangements for coverage during the summer months.

Section 4. Long-Term Disability Insurance: The School Board will make available long-term disability insurance coverage for employees who qualify pursuant to Section 1 above and are enrolled in the School District's long-term disability insurance plan. All employees eligible for and enrolled in this long-term disability plan as of the date of this Agreement and all future eligible employees shall be enrolled in and shall pay the full premium for this coverage by payroll deduction.

Section 5. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.

Section 6. Claims Against the School District: It is understood that the School Board's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: An employee is eligible for School Board contributions as provided in this Article as long as the employee is employed in paid status by the School Board. As an exception, an employee who is receiving workers' compensation disability income benefits resulting from injury or illness incurred as an employee of the School District shall be considered in paid status for purposes of this provision. Upon termination of employment, all Board participation and contribution shall cease, effective on the last working day.

Subd. 1. Extension of Health/Hospitalization Insurance for Retirees: Any employee who is a participant in the School District's health and hospitalization insurance plan as described in Article XIX, Section 2 and who retires following fifteen (15) years of employment in the School District and 55 years of age or older, may extend his/her insurance coverage by converting 1/3 of the cash value of his/her unused sick days up to a maximum of 140 days at the time of retirement and applying it towards the employee portion of insurance premiums until the cash value is exhausted. The School District shall deposit the total amount in the employee's name in the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System. The employee's daily rate of pay shall be based on the employee's assignment over the twelve months immediately preceding retirement and shall not include any additional compensation for overtime or additional services.

ARTICLE XX WORKER'S COMPENSATION

Section 1. Employee Request: Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Section 2. Deduction: A deduction shall be made from the employee's accumulated sick leave or vacation accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation.

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

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

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

**ARTICLE XXI
TAX-DEFERRED MATCHING CONTRIBUTION PLAN**

Section 1. Purpose: An annual School District contribution shall be payable to an eligible employee’s tax-deferred matching contribution plan (hereinafter referred to as “Matching Plan”), subject to the following provisions.

Section 2. Legal Authority: Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

Section 3. Authorization: Such payment shall be paid by the School District to the employee only during the period of eligibility.

Section 4. Eligibility: Only employees who qualify based on seniority date and are full time, 12-month employees shall be eligible for the matching School District contribution provided in this Article.

Section 5. Vendors: The School District contribution and matching employee contribution will be made to a company of the employee’s choice from the ISD 196 list of eligible tax shelter companies, subject to Section 2 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the School District.

Section 6. Participation: Participation in the plan shall be voluntary.

Section 7. School District Contribution: The amount of the School District contribution shall be as follows:

Effective July 1, 2021		
Matching Plan Eligibility Criteria	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 07/01/1997	\$1,000	\$1,000
Seniority date on or before 07/01/2014	\$102	\$102

Section 8. Compliance: In order to monitor compliance with federal and state tax laws concerning the amount of income an employee may shelter, Support Staff Association of ISD196 and the School District agree that a third party administrator of tax-sheltered annuity programs may be utilized to monitor such compliance and that (1) custodial, grounds, maintenance and warehouse employees participating in the School District’s tax-deferred matching contribution plan or the School District’s tax-sheltered annuity programs may be required to supply account information as required to monitor such compliance, and (2) only vendors who also agree to cooperate with the third party administrator in maintaining plan compliance will be utilized.

ARTICLE XXII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee or the exclusive representative resulting in a dispute or disagreement between the grievant and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The District may be represented during any step of this procedure by its designated representative. The employee shall be represented during any step of this procedure by the Support Staff Association of Independent School District 196. Only the Support Staff Association of Independent School District 196 shall process a grievance through any step, including arbitration, of this grievance procedure.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays in this Agreement.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Designation of Board Representative: It shall be the duty of the School District to post notice of the School Board representative designated to handle grievances at any particular level. If the School District fails to post such notice, the employee may serve any notices required by the grievance procedure on the Director of Human Resources.

Section 6. Adjustment of Grievance: The School Board and/or designee and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions between the employee and his/her immediate supervisor, the immediate supervisor shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance by the School District.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the district director who has the supervisory responsibility for facilities, warehouse, or mailroom, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the district director, the district director or his/her designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within ten days after the meeting, the district director or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to hear the grievance within fifteen days after receipt of the appeal. The date and time will be designated. Within fifteen days after the meeting, the Superintendent or his/her designee shall issue his/her decision in writing to the parties involved.

Section 7. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within fifteen days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to affirm, reverse or modify such decision. The School Board must decide to affirm, reverse or modify the decision within thirty (30) days from the date the Level I or Level II decision was rendered.

Section 8. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein including observance of dates and time of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 9. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within fifteen days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on the arbitrator is reached, either party may request the State Bureau of Mediation Services to furnish a list

containing the names of at least five (5) persons from which to select an arbitrator. Within five (5) days after receipt of such list the parties determine by lot the order of elimination and thereafter each shall in order alternately eliminate one name from the list until one name remains. The person whose name remains shall be the arbitrator to hear the grievance. The arbitration hearing shall be held within forty-five (45) days from the date the arbitrator is selected.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within forty-five (45) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations provided by P.E.L.R.A.

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

Subd. 7. Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this Agreement and the provisions of P.E.L.R.A.

ARTICLE XXIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to P.E.L.R.A. The terms and conditions of employment and provisions set forth in this Agreement apply only to persons in the employ of the School District on the date of execution of the Agreement by the School Board or persons hired after that date. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full, complete Agreement between the School Board 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.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

FOR
SUPPORT STAFF ASSOCIATION OF
INDEPENDENT SCHOOL DISTRICT 196

FOR
INDEPENDENT SCHOOL DISTRICT 196

Paul White

Regina K. Magnuson
Chairperson

Kim Person

Cory Goss

Sachin Isaac
Clerk

Michael T. Madson

Ben V. Kemp

Daryl Bueckler

James L. Person

Dated this 13 day of

November, 2021

Dated this 13 day of

December, 2021.