

# **AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 883  
ROCKFORD, MINNESOTA**

**AND**

**SCHOOL SERVICE EMPLOYEES UNION NO. 284**

**REPRESENTING**

**CUSTODIANS, SECRETARIES,  
ASSISTANTS, SCHOOL AGE CHILD CARE,  
EARLY CHILDHOOD FAMILY EDUCATION/SCHOOL READINESS,  
INDEPENDENT SCHOOL DISTRICT NO. 883**

**EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2020**

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## ARTICLE I

### **PURPOSE**

**Section 1. Parties.** This Agreement is entered into between the School Board of Independent School District No. 883, Rockford, Minnesota, hereinafter referred to as the School Board, and the School Service Employees Union, Local 284, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 and amended in 1973, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all support staff employees of Independent School District No. 883 who are members of the appropriate unit during the duration of the Agreement. For purposes of this Agreement the term "appropriate unit" shall include all support staff employees in the classification of custodians, office secretaries, assistants, school age child care, early childhood family education, and school readiness, employed by the School Board excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not include fourteen hours per week, employees who hold a position of a temporary or seasonal character for a period not in excess of sixty-seven (67) full working days in any calendar year and emergency employees.

## ARTICLE II

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition.** In accordance with the P.E.L.R.A., the School District recognizes the School Service Employees Local 284 as the exclusive representative for all support staff employees of the Independent School District No. 883 in the appropriate unit.

**Section 2. Sole Bargaining Representative.** Recognizing that the exclusive representative is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the exclusive representative, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the union with respect to such matters and will deal solely through the agency of and with union.

## ARTICLE III

### **DEFINITIONS**

**Section 1. Terms and Conditions of Employment.** Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's policies affecting the working conditions of the employees.

**Section 2. Other Terms.** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

**Section 3. Definition of Work.** It is understood that the routine work of the personnel covered under this Agreement shall also include all the duties needed to operate and maintain the buildings and grounds in good condition. This shall include all the normal functions insofar as the capabilities of the individuals will allow.

**Section 4. Definition of Day.** It is understood and agreed that all reference to days in this contract shall be to working days. A working day is defined as all week days (Monday, Tuesday, Wednesday, Thursday and Friday) not designated as holidays by state law. It is understood and agreed that for employees hired after the date of ratification of the 1988-90 Master Agreement all reference to days in this contract shall be to working days. A working day is defined as the employee's regular assigned daily hours of employment.

## **ARTICLE IV**

### **SCHOOL DISTRICT RIGHTS**

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

**Section 2. Management Responsibility.** 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 limitation and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. Effect of Laws, Rules and Regulations.** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties 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 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 and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. 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 School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all right and management functions not expressly delegated in this Agreement are reserved to the School Board.

## ARTICLE V

### **EMPLOYEE RIGHTS**

**Section 1. Right to Views.** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on the matter related to the conditions or compensation of public employment of their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Right to Join.** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees 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 Board.

**Section 3. Request for Dues Check Off.** With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electric file, audit file) for dues/premier member dues deduction. The School District agrees to honor and implement all the terms of dues-check off authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization. Such dues shall be remitted to the Union monthly.

**Section 4. Union Access to Information.** The District shall make available to the Union a bargaining list of employees including name, address, work hours, work location, position, classification, wage schedule placement, and date of employment and electronic mail addresses.

**Subd 1.** It is in the interest of the employer and the union that all newly hired employees are informed of their rights, obligation and the benefits of their employment with the District. Accordingly the District shall inform the union representative and steward(s) of all new hires immediately upon hire. Each newly hired bargaining unit employee shall, during the employee's first month of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved. The District will be absent from the room during the new employee orientation. The Union agrees to not disparage the District during this session.



**ARTICLE VI**

**COMPENSATION AND REQUIREMENTS**

**Section 1. Rates of Pay.**

**Subd. 1. Compensation Schedule.** The wages and salaries reflected in Appendix A, and Appendix B attached hereto, shall be a part of the Agreement for the period commencing July 1, 2018 through June 30, 2020.

**Subd. 2. Withholding Increase.** The School District reserves the right to withhold a salary increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.

**Subd. 3. Increases.** Salary increases shall be effective on July 1 of each contract year. To be eligible for an increase to the next higher rate, an employee must have actually performed the services of the assigned position for the School District on at least 110 days prior to July 1. Days spent on paid holiday leave shall be included in the 110 days. All new employees hired whose probationary period ends July 1 or after of the current year shall be placed on the starting rate and remain at that rate until the following July 1.

**Section 2. Physical Examinations.** Physicals, X-rays, or mantoux tests, as required by the School Board, will be given at the expense of the School Board. If such physicals, x-rays, or mantoux tests are required, employees who wish to be examined by their own doctor must advise the superintendent of such fact and will be reimbursed in amount equal to the charge of the designated school physician for such examinations as are required by the School Board.

**Section 3. Red Cross First Aid Program.** Employees of Independent School District No. 883 covered by this Agreement may be required to successfully complete a standard Red Cross First Aid Program and/or an approved CPR Program at a time to be determined by the District Administration. Similarly, employees may be required to complete the program "School Age Emergencies, K-12". The tuition of all employees required to take the course(s) shall be paid by the District. In addition, these employees shall be reimbursed at their regular hourly wage or time and one-half if it applies.

**Section 4. Deferred Compensation Matching Plan.** Beginning July 1, 1999, all employees hired after June 30, 1998, shall be eligible to participate in a state-approved deferred compensation plan (457 Plan and/or any state and district approved 403(b) Plan) with the District matching according to the schedule listed below. Employees hired before June 30, 1998, may opt to participate in the deferred compensation matching plan by notifying the district prior to January 1, 2000. Employees hired after June 30, 1998, and employees who opt to participate in this plan will not receive severance pay under Article VIII, Section 3, Subd. 3. The plan shall be through payroll deduction only and administrated in accordance with the rules established by a joint labor management committee.

**403B Matching Program**

	<u>2018-19/2019-20</u>
Year 0-5	\$0
At the start of year 6-10	\$300*
At the start of year 11-15	\$500*
At the start of year 16+	\$1100*
*prorated based on total hours/2080	

## ARTICLE VII

### **GROUP INSURANCE**

**Section 1. Eligibility.** School Board insurance benefits shall be provided for all employees who have successfully completed the first thirty (30) days of their probationary period, who meet eligibility requirements as established by the insurance company and who are permanently assigned to work thirty (30) hours per week. The benefit contribution is pro-rated based on the amount of assigned hours per year divided by 2,080

**Section 2. Selection of Carrier.** The selection of the insurance carrier and policy shall be made by the School Board.

**Section 3. 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 denial of insurance benefits by an insurance carrier.

#### **Section 4. Health and Hospitalization Insurance.**

**Subd. 1. Single Coverage.** The School District shall contribute an amount not to exceed the amount per month as listed below, toward the premium for individual coverage for each eligible employee 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 and paid by payroll deduction.

2018-19, 2019-20: \$565.00 for 2,080 assigned hours (less than 2080 prorated by the total assigned hours/2080)

**Subd. 2. Family Coverage.** The School Board shall contribute an amount not to exceed the amount per month as listed below, toward the premium for family coverage for each eligible employee 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 and paid by payroll deduction.

2018-19, 2019-20 : \$970.00 for 2,080 assigned hours, (less than 2080 prorated by the total assigned hours/2080)

**Subd. 3. Insurance Plan for Retirees.** Eligible retired employees will be allowed to remain in the School District's group plan in accordance with Minn. Stat. § 471.61, subd. 2(b) (2009), as amended, and participate in COBRA coverage as provided for by federal law.

**Subd. 4. Health Saving Account.** The District shall contribute \$500 annually to the district sponsored Health Savings Account each January for any employee that is enrolled in the districts qualified high deductible health insurance plan.

**Section 5. Term Life Insurance.** The School Board will pay 100% of the premium for a term life insurance policy in the amount of \$50,000 for each eligible employee employed by the School Board who works 30 hours per week, qualifies for and is enrolled in the School District life insurance program. For employees that work less than 30 hours per week, but more than 14 hours per week the amount of life insurance coverage shall be: \$32,000.

**Section 6. Long Term Disability Insurance.** Employees working thirty (30) hours a week or more shall be eligible to participate as a sub-group of the School District's Long Term Disability Insurance Plan (LTD). It is understood that the employee shall pay the full premium for such coverage through payroll deduction.

**Section 7. Dental Insurance.** The School District shall contribute a sum not to exceed \$23 per month toward the premium for dental insurance for each eligible employee who qualifies for and is enrolled in the School District group dental plan and working for 2,080 assigned hours, ( less than 2080 prorated by the total assigned hours/2080). Any additional cost of the program shall be borne by the employee and paid by payroll deduction.

## **ARTICLE VIII**

### **COMPENSATED LEAVE**

#### **Section 1. Personal Leave.**

**Subd. 1. Personal Business.** At the beginning of each school year each employee shall be credited with one day to be used for the employee's personal business. A personal business day may be used for any reasonable purpose at the discretion of the employee. An employee planning to use a personal leave day shall apply using the districts on-line absence system to their immediate supervisor at least 24 hours in advance, except in cases of emergency. In case of an emergency for which 24 hours' notice cannot be given, the employee must give the reason for the absence.

After the first personal business day has been used by an employee, two (2) additional personal business days will be granted at the expense of the employee equal to a substitute daily rate of pay, regardless if a substitute is hired. These additional unused personal business days shall not accumulate towards sick leave and shall not be eligible for sick leave buy back. An employee planning to use additional personal leave days shall apply using the districts on-line absence system to their immediate supervisor at least 24 hours in advance, except in cases of emergency. In case of an emergency for which 24 hours' notice cannot be given, the employee must give the reason for the absence.

**Subd. 3. Deduction.** Personal leave days allowed shall not be deducted from the accumulated sick leave days earned by the employee. The first unused personal leave days may accumulate from year to year as accumulated sick leave.

**Subd. 4. Granting Leave.** Personal leave days may be used by no more than two (2) employees per building. However, no more than four (4) employees may use personal leave days within the District on any given day. Requests for personal leave days for any given day shall be granted according to the order in which such requests are received by their immediate supervisor.

**Section 2. Jury Duty Pay.** All employees shall be granted pay by the School District the difference between their regular pay and jury duty pay if required to serve on jury duty.

**Section 3. Sick Leave.**

**Subd. 1. Pro-Rated.** All employees shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School Board on a pro-rated basis. (12 per year for 12 month employees, 9 per year for school-year paraprofessionals, ECFE/SR; 10 per year for secretaries)

**Subd. 2. Accumulate.** Unused sick leave days may accumulate to a maximum credit of eighty-four (84) days of sick leave per employee. After an employee has accumulated eighty-four (84) days of sick leave, the employee shall be given one (1) day of pay for each two (2) days of sick leave accumulated beyond eight-four (84) days. Pay to be received at the end of the current fiscal year.

**Subd. 3. Severance Pay.** Effective July 1, 1998, employees hired prior to July 1, 1998, who choose not to participate in the tax deferred compensation matching plan provided for in Article VI, Section 4, who have attained age 55 with a minimum of 15 years of continuous employment in the district who voluntarily separate their employment with the district will be eligible for severance pay equal to 75% of the employee's accumulated sick leave not to exceed eight-four (84) days.

**Subd. 4. Utilization.** Doctor and dentist appointments of a non-emergency nature shall not be considered as eligible for utilization of accumulated sick leave. However, employees who are assigned to forty (40) hours of work per week may use sick leave for such appointments.

**Subd. 5. Allowance.** Pursuant to MS 181.9413 sick leave may be used for illness for an employee's child, adult child, spouse, sibling, parent, grandparent, or stepparent on the same terms upon which the employee is able to use sick leave benefits for the employees' own illness or injury. Employee will be allowed five (5) days per individual family member per year, non-accumulative, for sickness of aunt, uncle, grandchild, grandparent, brother/sister in-laws. The leave for these five (5) days will be granted upon written request of the employee. Days used for family illness will be deducted from sick leave. In the event an employee's mother and father become ill in the same year, the employee shall be allowed additional days under this paragraph. For the purpose of this section, "child" includes a stepchild, biological, adopted, and foster child.

**Subd. 6. Physician's Report.** The School Board may require an employee to furnish a medical certificate from the School Health Office or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School Board.

**Subd. 7. Medical Certificate.** In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 8. Deduction.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 9. Approval.** Sick leave pay shall be submitted on the districts on-line leave system on the day of the absence.

**Subd. 10. Bereavement Leave.** Accumulated sick leave up to a maximum of three (3) days may be used in case of death in an employee's immediate family. Immediate family shall include wife, husband, children, brothers, sisters, parents, grandparents, grandchildren, in-laws of the same degree, fiancé or others living in the same household... Additional leave under such circumstances as well as two (2) days per year to attend a funeral of a relative or friend not included in the immediate family will be allowed only with the permission of the immediate supervisor. Bereavement leave pay shall be submitted on the districts on-line leave system in advance and approved by the immediate supervisor.

#### **Section 4. Workers' Compensation.**

**Subd. 1. Payment.** Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' 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 accumulated sick leave and/or vacation pay.

**Subd. 2. Accumulated Leave.** A deduction shall be made from the employee's accumulated sick leave and/or vacation time according to the pro rata portions of days of sick leave or vacation time, which are used to supplement workers' compensation.

**Subd. 3. Disability.** Such payment shall be paid by the School District to the employee only during the period of disability.

**Subd. 4. Normal 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 exceed the normal compensation of the employee.

**Subd. 5. Sick Leave or Vacation 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 be paid the amount of sick and vacation pay less the amount paid to the employee by the workers compensation payment.

### **ARTICLE IX** **UNCOMPENSATED LEAVE**

**Section 1. Child Care Leave.** The School Board may grant a child care leave of absence of up to nine months duration to any employee who makes written application for such leave. Child care leave may be granted because of the need to provide parental care for a child of the employee for an extended period of time, including cases of adoption. Such benefit shall apply to both married and unmarried employees.

**Subd. 1. Written Application.** An employee requesting a child care leave of absence shall submit a written application for such leave to the School Board within a reasonable period of time prior to the commencement of the intended leave. Such application shall include the date of intended return. The intended return date may be changed in case of unusual circumstances, but the leave shall not, in any event exceed the nine months.

**Subd. 2. Commencing Date.** Child Care leave will commence at a date to be determined by the employee and her physician. The Board may require a statement from the employee's physician indicating the inability of the employee to perform her duties beyond the designated date. The beginning and ending date of a child care leave shall be scheduled so as to coincide as closely as possible with some natural break in the school year or pay period.

In cases of adoption, the child care leave shall commence up to one (1) day prior to the date the child has been placed in the home of the employee requesting the child care leave.

**Subd. 3. Sick Leave.** If the reason for the child care leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of Article VIII, Section 3, in addition to receiving a child care leave pursuant to this section. However, the total duration of the employee's leave occasioned by pregnancy shall not exceed nine months.

**Subd. 4. Reinstatement.** Upon signifying his or her interest to return to work at least two (2) weeks prior to the expiration of the child care leave, the employee shall be reinstated to his or her original job or to a position of like status and pay. It is understood that a child care leave will be without pay or other benefits and shall be treated like any other leave of absence.

**Section 2. Exclusive Representative Activity Leave.** The School District must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purpose of conducting the duties of the exclusive representative and must, upon request, provide for leave of absence to elected or appointed officials of the exclusive representative. However, it is agreed and understood that if more than one (1) employee desires to be absent for such purposes, the Superintendent must approve.

## **ARTICLE X**

### **HOURS OF SERVICE**

**Section 1. Work Week.** The work week shall be eight (8) hours per day, five (5) consecutive days per week unless otherwise requested by the employee and concurred with by the School Board. All work over forty (40) hours shall be paid at the overtime rate of time and one-half. Overtime must be approved in advance by the immediate supervisor. Holidays and paid leaves of absence shall count as time worked for computing overtime. In the event no employee is willing to work overtime the School District reserves the right to assign overtime.

**Section 2. Non-Scheduled Work.** Regular employees shall be offered any extra time needed over and beyond their regularly scheduled hours, i.e. any breaks from their regular work days, such as summer break, workshop days, winter break, etc. An employee who normally performs the job function during the school year shall be called first to perform non-scheduled work prior to hiring a substitute.

**Section 3. Part-Time Employees.** The School Board reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

**Section 4. Shifts and Starting Time.** All employees will be assigned starting time and shifts as determined by the School Board. In the event of emergencies, the regularly scheduled work day may be changed by the Superintendent or principal. In the event that time in excess of forty (40) hours a week is necessitated, overtime pay shall be paid.

**Section 5. Lunch Period.** Employees shall be provided a duty free lunch period of at least thirty (30) minutes, the lunch period to be exclusive of the work day as designated. Where assignments are made that require an employee to be in the building for a continuous shift, he/she will be permitted meal time of twenty (20) minutes within this shift. This meal time would be flexible to best protect the building and serve the public but would be as close to normal meal time as possible.

**Section 6. School Closing.** In the event that school is closed for an emergency and the employees are not required to perform services, the employee shall receive pay for the actual hours worked or a minimum of two (2) hours pay. However, if notice is given one (1) hour prior to the start of the normal starting time, no minimum pay shall be given.

Those employees not required to work because of school closing(s) due to an emergency or snow day may elect to use personal day and/or vacation day to be compensated for loss of pay. Article VIII, Section 1, Subd. 4, does not apply to using personal day(s) per this section.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition.** 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 terms and conditions of employment insofar as such matters are contained in this Agreement.

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

#### **Section 3. Definitions and Interpretation.**

**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 by state law.

**Subd. 3. Computation of Time.** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a 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 principal, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school principal.

**Section 5. Adjustments of Grievance.** The School Board 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, the school principal shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or 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 School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 6. 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 ten (10) 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 reverse or modify such decision.

**Section 7. Denial of Grievance.** Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

**Section 8. Arbitration Procedures.** In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Request.** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.



**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 ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to issue a list of arbitrators from which the parties shall alternately strike until one name remains.

**Subd. 4. Submission of Grievance Information.**

- (a) Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School District, the submission of the grievance which shall include the following:
  - (1) The issues involved
  - (2) Statement of the facts
  - (3) Position of the grievant
  - (4) The written documents relating to Section 5, Article XI of the grievance procedure.
- (b) The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Subd. 5. 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 a hearing denovo.

**Subd. 6. Decision.** Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decision as provided by in the P.E.L.R.A.

**Subd. 7. 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, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

**Subd. 8. Jurisdiction.** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of the procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XII**

### **PROBATIONARY PERIOD**

The first 110 days of employment for a new employee shall be a probationary period during which time the employee may be discharged with or without cause. In the case of an incumbent assuming a different position, the probationary period shall be 110 days. The employee will be placed at the same step of the salary schedule in the new position salary schedule as they were in the previous position salary schedule. Unit employees who bid into a new position shall be placed on the salary schedule at the step consistent with their number of years of service within the School District. If the employee's performance in the new position is not satisfactory, the employee may return to his/her former position.

## **ARTICLE XIII**

### **TERMINATION OF EMPLOYMENT**

**Section 1. Permanent Status.** Subsequent to the probationary period, employees shall attain permanent status and may be dismissed only for just cause.

**Section 2. Discipline/Discharge.** The District agrees to use the concepts of progressive discipline and just cause for discipline.

The Union Representative of Local 284 may discuss with the administration those causes for discharge; however, the decision of the School Board shall be final except as defined under the grievance procedure.

**Section 3. Two Weeks' Notice.** An employee shall give the School Board two (2) weeks' notice of his/her intent to terminate employment with the School Board or lose any accrued rights under the Agreement. An employee who gives such notice must work at least two (2) weeks after the date of notice. If proper notification is given for a resignation or retirement, accrued vacation pay will be granted.

**Section 4. Layoff.** Two (2) weeks' notice shall be given employees if they are to be laid off.

## ARTICLE XIV

### VACATIONS

**Section 1. Eligibility.** Twelve (12) month employees will be eligible for paid vacation according to the schedule herein.

Eligible employees with less than one year of service as of June 30 shall receive vacation leave at the rate of 5/6 of a day per full calendar month of employment. Employees whose employment has been terminated during their probationary period or those employees whose employment has been discontinued during the first year of employment or those employees whose employment after the first year of employment has been non-voluntarily terminated shall not be eligible for any vacation time.

**Section 2. Length of Vacation Eligibility.** Employees eligible for vacation time will be granted a vacation period on the following basis:

After one (1) year of consecutive employment, two (2) weeks. After seven (7) years of consecutive employment, three (3) weeks. After eighteen (18) years of consecutive employment, four (4) weeks. After twenty (20) years of consecutive employment, one (1) additional day per year to a maximum of 25 days.

**Section 3. Vacation Accumulation.** Unused vacation may be carried over until the end of each calendar (December) year. If all the employee's accrued vacation cannot be used before the end of the calendar year, the employee's vacation will be paid out to him/her according to current wage, including all monies normally earned.

**Section 4. Choice of Vacation Periods.** Employees shall be given every reasonable and practical choice of vacation periods. Those of greater seniority shall be given preference in selection of vacation leave time. Vacation leave shall be scheduled so that at least one custodian is on duty in each building at all times.

**Section 5. Schedule.** Vacation shall ordinarily be scheduled on a calendar week basis starting with Sunday. One (1) week of earned vacation may be taken one (1) day at a time when school is not in session with prior approval. Vacations shall ordinarily not be scheduled for a period of less than one (1) week. For those employees that have three (3) or more weeks of vacation, two (2) weeks of earned vacation may be taken one (1) day at a time.

**Section 6. Holidays.** When a recognized holiday falls within an employee's paid vacation period and such holiday falls on a day the employee either has worked or been excused with pay, he/she shall have the last day in the preceding or first day of the following week off for which he/she will be paid at his/her basic rate.

## ARTICLE XV

### HOLIDAYS

**Section 1. Twelve-Month Employees.** Employees who work twelve (12) months per year shall be entitled to eleven (11) paid holidays per year commensurate with daily hours:

*Independence Day*

*Labor Day*

Thanksgiving Day

*Friday after Thanksgiving*

*Christmas Eve Day*

Christmas Day

*New Year's Eve Day*

*New Year's Day*

President's Day

Good Friday (or a floating holiday if school is in session on Good Friday)

Memorial Day

**Section 2. Part-Time Employees.** Office Personnel that requires their presence before the student year, will receive seven (7) holidays:

Labor Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Day  
President's Day  
Memorial Day

All other employees shall be entitled to six (6) paid holidays:

Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Day  
President's Day  
Memorial Day

**Section 3. Holiday Pay.** Employees required to work on a holiday, including building checks, shall be paid overtime plus the holiday grant, i.e. two and one-half times their regular rate of pay.

## **ARTICLE XVI**

### **JOB POSTING**

The existence of new positions or vacancies will be posted in each building for a period of five (5) days on a bulletin board provided in each building. The Steward(s) shall be given a copy of all postings prior to posting date and will be informed when the position is filled including who is in the position, hours of work, pay rate and site. Applications of the interested parties should be sent to the Superintendent or designated representative. Employees whose background and abilities meet the requirements of the posted position will be called in for an interview by the Superintendent upon written request by either party.

If a position is or will be vacant for a period of thirty (30) days or more, it shall be posted in accordance with the regular posting procedure. All provisions applying to the filling of a position included in the Agreement shall apply.

A position shall be declared permanently vacant at such time that the incumbent employee's accumulated sick leave or other leave provided in this contract or granted by the School District or the incumbent employee's FMLA leave shall expire. In the event that a position is temporarily filled prior to a time the position is declared permanently vacant, the original occupant of the position shall be eligible to return to a like position. Any employee filling a position on a temporary basis will be returned to his/her previous position.

The exclusive representative may submit background information regarding applicants and its recommendations to the Superintendent. The Superintendent may utilize the various data which may have been made available in making his/her decision.

The stewards of the union will be furnished with a copy of all job postings and also notified as to who the successful applicant was.

All regular employees who request in writing that they be notified of vacant positions will receive notification by e-mail at the time of posting of job openings that occur during the summer months.

Voluntary job changes within similar classification: An employee who has at least 20 years seniority and who wishes to take a vacant lower paid position in the same category shall remain at the same hourly wage that they were paid at the higher position until the lower wage scale equals the amount they currently are paid. At that point, they will earn any contractual wage increases at the lower pay scale. The employee's seniority date will not be impacted by this change.

## **ARTICLE XVII**

### **SENIORITY**

**Section 1. Seniority Rights.** The School Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Seniority shall be determined by total years of continuous employment in the District and listed by the following six categories within the seniority list: Custodians, Special Education & Title I Assistants, Library Assistants, Secretaries, School Age Child Care, and ECFE/SR. Seniority rights shall terminate upon resignation or termination of an employee pursuant to this Agreement. In the event of reemployment, their seniority rights shall begin as of the date of reemployment.

**Section 2. Seniority List.** An updated seniority list shall be given to the steward(s) and will be posted in each building every year during the month of October. If there is a dispute with an employee's seniority date, employees shall have thirty (30) days to notify the District to have the dispute corrected.

**Section 3. Layoff.** An employee whose position is being abolished may elect to displace the employee with the least continuous service within the same job title.

**Section 4. Recall.** Employees on layoff shall retain their recall rights for a period of two years. If any openings subsequently occur, the laid off employee with the most continuous service within the classification of the opening shall be the first recalled. If, within two weeks of being recalled to a position similar to the position formerly held a former employee does not elect to return to work, the employee shall lose his/her seniority rights.

**Section 5. Filling of Vacancies.** Seniority will apply in the filling of vacancies within the category of seniority.

## **ARTICLE XVIII**

### **PUBLIC OBLIGATION**

The School Board and the exclusive representative mutually recognize the needs of the public, and that the right of students and residents of this District to the continuous and uninterrupted operation of their schools is of paramount importance. During the duration of this Agreement, the exclusive representative and its members will not engage in, support, or encourage any work stoppage, slowdown or strike.

## ARTICLE XIX

### DURATION

**Section 1. Term and Reopening Negotiations.** This Agreement will remain in full force and effect for a period commencing on July 1, 2018, through June 30, 2020, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

In the event negotiations are not completed by July 1, 2020, terms of this contract will remain in full force and effect.

**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 Board policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality.** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement 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 provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

FOR  
SCHOOL SERVICE EMPLOYEES LOCAL 284  
S.E.I.U.

[Signature]

Keith B. Larson

FOR  
INDEPENDENT SCHOOL DISTRICT NO. 883  
ROCKFORD, MINNESOTA

[Signature]  
[Signature]

Dated this 23<sup>rd</sup> day of July, 2018

Dated this 23<sup>rd</sup> day of July, 2018



**Appendix A  
2018-19**

	<u>Hourly</u>	<u>Hourly</u>		
<b>Custodial</b>	Step 1	Step 2	Custodial Overrides	
Maintenance/Gr	\$21.89	\$22.30	Boiler License	
Lead	\$20.60	\$21.01	2nd	\$0.20
Regular	\$19.42	\$19.83	1st	\$0.30
Part Time	\$16.94	\$17.36	Chief	\$0.40
			Special	\$0.10
			Shift Differential	\$0.25
<b>Secretary</b>			<b>All Positions</b>	
Office	\$19.42	\$19.83	Longevity	
			10-14 years	\$0.10
<b>Assistant</b>			15-19 years	\$0.15
Para Educator	\$19.21	\$19.62	20-24 years	\$0.20
			25-29 years	\$0.25
			30+ years	\$0.30
SACC-ECFE/SR	\$16.43	\$16.84		

**Appendix B  
2019-20**

	<u>Hourly</u>	<u>Hourly</u>		
<b>Custodial</b>	Step 1	Step 2	Custodial Overrides	
Maintenance/Gr	\$22.55	\$22.97	Boiler License	
Lead	\$21.22	\$21.64	2nd	\$0.20
Regular	\$20.00	\$20.42	1st	\$0.30
Part Time	\$17.45	\$17.88	Chief	\$0.40
			Special	\$0.10
			Shift Differential	\$0.25
<b>Secretary</b>			<b>All Positions</b>	
Office	\$20.00	\$20.42	Longevity	
			10-14 years	\$0.10
<b>Assistant</b>			15-19 years	\$0.15
Para Educator	\$19.79	\$20.21	20-24 years	\$0.20
			25-29 years	\$0.25
			30+ years	\$0.30
SACC-ECFE/SR	\$16.92	\$17.35		