

# **AGREEMENT**

between

**SOUTH WASHINGTON COUNTY ISD #833**

and

**Teamsters 320  
KIDS CLUB SUPERVISORS**

**July 1, 2024, through June 30, 2026**

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## **ARTICLE 1 – PURPOSE**

THIS AGREEMENT, entered into between the School Board of Independent School District No. 833, Cottage Grove, Minnesota, hereinafter referred to as the School Board, and the Teamsters 320 hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., provides the terms and conditions of employment for the duration of this Agreement.

## **ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition. In accordance with the P.E.L.R.A., the School Board recognizes Teamsters 320, as the exclusive representative for all Kids Club Supervisors employed by the School Board. The Union shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The Union is recognized as the exclusive Representative of all Kids Club Supervisors employed in the Extended Day Program at Independent School District No. 833, Cottage Grove, Minnesota, who are public employees within the meaning of Statute 179A.03, excluding confidential and all other employees.

Section 3. Job Classifications. Job classification agreed by the School Board and the Union to be included within the appropriate unit are as follows: Kids Club Supervisors.

Section 4. Disputes. Disputes as to the inclusion or exclusion of a new or modified job classification may be referred to the Bureau of Mediation Services for determination.

## **ARTICLE 3 – DEFINITIONS**

Terms not defined by this Agreement shall have those meanings as defined by the P.E.L.R.A.

## **ARTICLE 4 - SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights. The Union 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, direction and number of personnel.

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

Section 3. Effect of Laws, Rules and Regulations. The Union 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 Union 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. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of School Board 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 Board.

## **ARTICLE 5 - 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 a representative of the employee 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 Union.

Section 2. Right to Join. Employees shall have the right to join the Union and shall have the right not to join the Union.

Section 3. Request for Dues Check-Off. Employees shall have the right to request and be allowed dues check-off for the Union, provided that dues check-off and the proceeds thereof shall not be allowed the Union if it has lost its right to dues check-off pursuant to 179A.06 Subd 6 of the P.E.L.R.A. Upon receipt of a properly executed dues deduction card by the employee involved, the School Board will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Union during the period provided in said ' authorization. Deductions shall be made monthly and sent to the Union along with list of names of all employees from whom deductions were made.

Section 4. Indemnification. The Union shall indemnify and hold the School Board harmless against any and all claims, orders or judgments made against the School Board in the administration of Section 3 of this Article.

### Section 5. Personnel Files.

Subd. 1. Employees shall have the right to inspect their individual personnel files.

Subd. 2. Employees shall receive a copy of evaluator materials which are initiated by the School Board or its designee and placed in the employee's individual personnel file.

Section 6. Union Stewards. The Union, upon written notification to the District, may designate employees within a bargaining unit to serve as a Steward.

Section 7. Visitation Rights. The Union shall notify the Human Resources Director in writing of the names and business addresses of its representatives and stewards. Such Union Representatives and Stewards may, in accordance with 179a.07 subd. 9 (c), enter the premises of the School District for the purpose of carrying out the duties and responsibilities of the exclusive representative, provided that such activity does not interfere with the normal performance of job duties by School District employees.

Section 8. Employee List. The District shall advise the Union office, in writing, of the names, home addresses and starting dates of all employees added to the bargaining unit. The Union office shall be notified, in writing, upon the effective date of employment and termination, including all pertinent dates and information, within fourteen (14) calendar days.

## **ARTICLE 6 - EMPLOYMENT**

### Section 1. Employment Status.

Subd. 1. Full-Time Status. Employees scheduled to a basic work day of six (6) hours or more per day, or a basic work week of thirty (30) hours or more per week shall be defined as full-time.

Subd. 2. Part-Time Status. Employees scheduled to a basic work day less than six (6) hours will be defined as part-time employees.

Section 2. Probationary Period. All employees having an employment status of full-time and part-time shall serve a six (6) month probationary period. Employees who successfully complete the probationary period shall be considered regular employees.

Section 3. Health Requirements. All employees shall demonstrate physical fitness for their positions by submitting an evaluation of such, written by a physician who is cognizant of the physical demands of the job.

## **ARTICLE 7 - DISCIPLINE**

Section 1. The School Board shall have the right to discipline employees for just cause.

Section 2. Disciplinary actions by the School Board shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

Section 3. A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article 17, provided that if no appeal is made of such disciplinary action within seven (7) calendar days, this right to appeal is waived.

Section 4. An employee may request to have Union representation present in the event of disciplinary action. Notice of disciplinary action other than oral reprimand shall be in writing stating the reason(s), a copy of which shall be sent to the Union and to the Union Stewards.

## **ARTICLE 8 - JOB CLASSIFICATIONS AND WAGES**

Section 1. Employees having full-time or part-time employment status shall be compensated for all hours worked in accordance with the following Base Hourly Wage Schedules of their job classification and length of continuous service.

### Subd. 1. Hourly Base Rate.

<b>Step</b>	<b><u>7/1/2024</u></b>	<b><u>7/1/2025</u></b>
1	\$23.30	\$24.17
2	\$23.77	\$24.66
3	\$24.25	\$25.16
4	\$24.72	\$25.65
5	\$25.22	\$26.17
6	\$25.72	\$26.68
7	\$26.24	\$27.22
8	\$26.76	\$27.76
9	\$27.30	\$28.32

Section 2. Mileage. Employees who are required by the School Board or its designee to use their personal vehicle in the performance of assigned duties and responsibilities shall be compensated at the current IRS rate per school board policy. Employees will be paid for mileage to and from locations they travel to, in order to do the task assigned. Employees who leave work from a site other than their reporting location, will be paid mileage for any miles they travel to their residence that is greater than the miles from their reporting site to their residence.

Section 3. Pay Day. Pay days will be the 15th and the 30th of the month.

### Section 4. New Job Classifications.

Subd. 1. In the event the School Board determines to establish a new job classification, the Union shall be notified in writing of such intent.

Subd. 2. The Union shall have the right to negotiate the wage rate for newly created job classifications which are within the bargaining unit.

Subd. 3. When a dispute exists on whether a position should be Included in this unit the Employer and the Union agree to refer the issue to the Bureau of Mediation Services for a decision.

Section 5. Training Reimbursement. As a condition of employment, it is the employee's responsibility to maintain 40 in-service hours for full-time employees and a pro-rated amount for part-time employees and maintain current First Aid and CPR. The district will make available no less than 15 hours of in-house in-service training, plus First aid and CPR courses as needed. The employee is responsible for obtaining the balance of their training and providing documentation of such training each year (July 1-June 30). Employees will be reimbursed for the cost of training (with prior coordinator/manager approval) and be paid at their negotiated hourly rate. In order to receive training reimbursement for college credit coursework the employee will provide documentation of successful course completion. Half of required training hours may be taken online.

## **ARTICLE 9 - GROUP INSURANCE**

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School Board. The specifications established by the insurance contract between the School Board and the insurance carriers shall not be reduced during the term of this contract, except as allowed by law.

Section 2. Eligibility. Employees working 30 hours or more per week shall be eligible for the following group insurance policies.

### Section 3. Health and Hospitalization Insurance.

Subd. 1. Single Coverage. The School Board shall contribute monthly premiums for single coverage for all eligible full-time employees employed by the School Board who qualify for and are enrolled in the School Board all group health, hospitalization and major medical insurance programs.

Subd. 2. Family Coverage. The School Board shall contribute monthly premiums for family coverage for all eligible full-time employees employed by the School Board who qualify for and are enrolled in the School Board all group health, hospitalization and major medical insurance programs.

Group insurance monthly premium contributions provided by the District							
Contributions are effective January 1 - December 31 of identified years below							
Coverage Options	Single Coverage			Coverage Options	Family Coverage		
	2024	2025	2026		2024	2025	2026
Health Insurance				Health Insurance			
\$25 Copay Plan	\$150.00	\$150.00	\$150.00	\$25 Copay Plan	\$250.00	\$250.00	\$250.00
\$15 Copay Plan	\$150.00	\$150.00	\$150.00	\$15 Copay Plan	\$250.00	\$250.00	\$250.00
High Deductible Plan \$1,000 *	\$794.32	\$873.75	\$943.65	High Deductible Plan \$1,000 *	\$1,064.40	\$1,170.84	\$1,264.51
High Deductible Plan \$3,000 *	N/A	\$873.75	\$943.65	High Deductible Plan \$3,000 *	N/A	\$1,170.84	\$1,264.51
Dental Insurance	\$32.22	\$42.96	\$42.96	Dental Insurance	\$32.22	\$60.00	\$60.00
* High Deductible Plans will receive a District VEBA contribution of \$102.21 monthly (\$1,226.52 annually)							

Section 4. Dental Insurance. Dental insurance is available to full-time employees. Effective January 1, 2025, the District contribution shall be \$42.96 per month to single and \$60.00 to the family dental plan.

Section 5. Life Insurance. The School Board shall provide and pay the cost of \$10,000 Term Life Insurance.

Section 6. Long Term Disability Insurance. The School Board will make available to employees, at the employee's expense, the current school district Long Term Disability Insurance.

Section 7. Termination of Employment. Upon termination of employment of benefit eligible employees, medical, dental and life coverage continues to the end of the month in which termination occurs. Disability and flex coverage terminates on the last day worked. Upon termination of employment, full time and part time employees shall have such rights of conversion or continuation of coverage as provided by law or the insurance contract(s).

## **ARTICLE 10 - PAID ABSENCE LEAVE**

Section 1. Rate of Accumulation. Full-time employees shall be credited with fifteen (15) days of paid absence leave as of July 1 of each schoolyear. Employees hired after July 1 and employees who are part-time receive a prorated Amount of paid absence leave.

Subd. 1. Employees who terminate employment prior to the completion of a school year who have exhausted their paid absence, shall reimburse the School Board for paid absence leave used in excess of the pro-rated portion of leave earned based upon the number of days worked to the total work year.

Section 2. Maximum Accumulation. All unused paid absence will accumulate.

Section 3. Uses of Paid Absence Leave. Paid absence leave requests should be submitted to the employee's supervisor (program coordinator) three (3) business days in advance whenever possible.

### Subd. 1. Absences Because of Illness or Injury to the Employee.

- A. Employees who are unable to perform work duties and responsibilities because of personal illness, injury or temporary disability shall notify the assigned KC Coordinator as soon as possible prior to the start of the employee's basic work day.
- B. Approval of a requested paid absence leave due to personal illness or injury shall be granted in accordance with Earned Sick and Safe Time laws.
- C. Prior to the final approval of paid absence, the assigned KC Coordinator shall have the right to require an employee to furnish medical evidence from the school health officer or a qualified physician in accordance with Earned Sick and Safe Time laws, indicating such absence was due to personal illness or injury.
- D. Approved paid absences due to personal illness or injury shall be deducted from the employee's accumulated paid absence leave.



Subd. 2. Absences Because of an Illness or Injury in the Employee's Family.

- A. In the event of an illness or injury in an Employee's family, for which other care cannot be arranged, an employee may be allowed to use paid absence leave to be deducted from accumulated paid absence leave.
- B. Approval of a request for paid absence leave due to family illness or injury and the duration of the paid absence shall be granted in accordance with Earned Sick and Safe Time laws.
- C. Family, for the purposes of this Subdivision shall be defined as the employee's spouse, child, sibling, parent, mother or father-in-law, grandchild, stepmother, stepfather, stepchild, step-grandchild, daughter-in-law, son-in-law or household member or others as defined in MN 181.9445.
- D. Prior to the final approval of paid absence leave, the assigned KC Coordinator shall have the right to require an employee to furnish medical evidence from the school health officer or a qualified physician, in accordance with Earned Sick and Safe Time Laws, indicating such absence was due to family illness or injury.
- E. Approved paid absence due to family illness or injury shall be deducted from the employee's accumulated paid absence.

Subd. 3. Bereavement Leave.

- A. In the event of a death of an employee's friend or family member, an employee may be granted a maximum of three (3) days of paid absence leave per death.
- B. Approval of a request for paid absence leave due to a death, and the duration of the paid absence, is in all cases subject to the discretion of the assigned KC Coordinator.
- C. An additional two (2) days of paid absence maybe approved by the assigned KC Coordinator in unusual circumstances where travel or funeral arrangements are involved.
- D. Approved paid absence due to the death in an employee's family shall be deducted from the employee's accumulated paid absence leave.

Subd. 4. Emergency Closing. If unable to report to work, an employee may use emergency closing paid absence leave time, to the extent the employee has paid absence leave time available.

Subd. 5. Absences Because of an Injury On Duty.

- A. Upon the request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School Board will pay the difference between the compensation benefits received by the employee and the employee's daily rate or pay to the extent of the employee's accumulated paid absence leave.
- B. Such difference shall be paid by the School Board to the employee only for the period of disability or until the employee's accumulated paid absence leave is exhausted.
- C. The deduction from the employee's accumulated paid Absence leave shall be an amount necessary to equal the difference between the Workers' Compensation benefits and the employee's daily rate of pay.

Subd. 6. Absences Because of Jury Duty Service.

- A. In the event an employee is called to serve on a jury, an employee may request the use of accumulated paid absence leave to supplement the difference between jury fees and the employee's daily rate of pay for each work day of absence.
- B. Such difference shall be paid by the School Board to the employee only for the period of jury duty or until the employee's accumulated paid absence leave is exhausted.
- C. The deduction from the employee's accumulated paid absence leave shall be an amount necessary to equal the difference between the jury fees and the employee's daily rate of pay.

Subd. 7. Absences Because of Personal Business.

- A. In the event it is necessary for an employee to be absent to conduct personal business (e.g., court appearances, estate settlements, real estate closing, or attendance at funeral not covered by Subd. 3. of this Section) which cannot be attended to outside of the employee's basic workday, an employee maybe granted one (1) day of paid absence leave per work year at the discretion of the assigned KC Coordinator. Approved paid absence due to personal business shall be deducted from the employee's accumulated paid absence leave. Leaves of absence may be taken in the employee's first year of employment. In the event that the employee does not complete a full year of employment, reimbursement for used paid absence leave will be deducted from the employee's last paycheck.
- B. Requests for personal business leave shall be made in writing a least three (3) business days in advance to the assigned KC Coordinator, except in the event of an emergency, and shall be subject to the approval of the Coordinator.

Subd. 8. Leave for Adoption or Foster Placement. Full time, benefit eligible and part-time employees with accrued paid absence leave will be granted up to six (6) weeks leave for adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of the child's placement in the adoptive parent's home for the purpose of arranging for placement of caring for the child after placement. Additional days may be requested, subject to the approval of the Director of Human Resources on a case-by-case basis. Approved paid absences for the purposes of adoption shall be deducted from the employee's paid absence leave. Employees shall be granted up to ten (10) days of paid absence leave per school year for the placement of a foster child. Additional days may be requested, subject to the approval of the Director of Human Resources, on a case-by-case basis. Approved paid absences for the purposes of foster placement shall be deducted from the employee's paid absence leave.

Subd. 9. School Conference and Child Activity Leave. In accordance with Minnesota Statute 181.94112, the Employer will grant a benefit eligible/full time employee leave up to a total of sixteen (16) hours during any school year to attend conferences or classroom activities related to the employee's child, provided such activities cannot be scheduled during non-work hours. The employer will grant part-time employees who work twelve (12) hours or more per week the equivalent of up to a total of two (2) work days during any school year to attend conferences or classroom activities related to the employee's child, provided such activities cannot be scheduled during non-work hours. Requests for School Conference Leave shall be made in writing at least three (3) business days in advance to the Supervisor, except in the event of an emergency. School Conference and Classroom Activities will apply only to students in grades

Kindergarten through 12. Employee must use paid absence leave if requesting time for School Conference and Child Activity Leave. If they have no available paid absence leave, they may take vacation.

Section 4. Notice to KC Coordinator. Employees shall have the personal responsibility to notify the assigned KC Coordinator of an intended absence in a reasonable time prior to the start of their basic work day.

Section 5. Compensation During Paid Absence. Employees who have the Approval of the assigned KC Coordinator for a paid absence established by Section 3, shall be compensated at their daily rate of pay for each basic work day of absence.

Subd. 1. The paid absence compensation shall not exceed the employee's daily rate of pay.

Subd. 2. Paid absence leave compensation shall cease when a full-time employee's paid absence leave accumulation is exhausted.

Section 6. Separation from Employment. Upon termination of employment, accumulated paid absence leave shall be waived.

## **ARTICLE 11 - PAID VACATION**

Section 1. Full-Time Employees are eligible for vacation according to the following schedule:

Zero through four (4) years of service - 11 days  
Five (5) through 10 years of service - 13 days  
11 through 14 years of service - 18 days  
15 - 24 years of service - 21 days  
25 years and beyond - 22 days

Section 2. Vacation may be taken at any time during the calendar year as is mutually agreed upon by the employee and Kids Club management. Vacation requests during the school year must be submitted to the supervisor at least three (3) business days in advance. Vacation requests during the summer program must be received one week after Supervisor bidding. Requests will be approved on a seniority basis provided granting such request will not result in any given building being under covered. Requests received after the deadline will be approved on a first come first served basis, based upon the availability of qualified sub staff. Up to two (2) weeks of vacation will be approved during the summer session per Supervisor. Supervisors working less than five (5) days a week will have their vacation pro-rated. Additional days during the summer program may be approved based on staff availability and seniority.

Non-School day vacation requests will be considered during the time of staffing based on seniority and staffing available. Two (2) Supervisor-staffed sites may be asked to help accommodate staff vacations during the school year. Kids Club administration reserves the right to limit the number of employees taking vacation to assure the program's needs are being met.

Section 3. Vacation Usage. Employees may accrue a vacation balance to a maximum of one and one half (1.5) times the employees' annual accrual. Example: An employee accruing 10 days of vacation annually may carry over a maximum balance of 15 days of vacation. Additional carry over can be requested in writing to the supervisor.

Section 4. Vacation Compensation. Vacation compensation shall be paid at the employee's current daily rate of pay.

## **ARTICLE 12 - PAID HOLIDAYS**

Section 1. Holidays. Full time employees will receive 12 paid holidays as follows:

New Year's Day	Martin Luther King Day	Good Friday
Memorial Day	Juneteenth	Independence Day
Labor Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day	New Year's Eve

If the paid holiday falls on a weekend, the district will designate the date the holiday is to be observed. Full time employees will also receive two (2) floating holidays each year. Floating holidays will not carry over into the next year and must be requested at least three (3) business days in advance.

Section 2. Observance. Employees shall observe the above listed holidays on the calendar day established by the School Board.

Section 3. Eligibility. To be eligible for holiday pay as established by this article, employees shall have worked their scheduled work day immediately before and immediately after the observed holiday. Employees on an approved paid absence leave or paid vacation shall be considered to have been on duty on their scheduled work day before and/or after the holiday.

## **ARTICLE 13 - HOURS OF WORK**

Section 1. Basic Work Week. The basic work week during the school year will consist of forty (40) hours per week. Included in this time will be all job-related duties including but not limited to student contact hours, prep time, site setup and tear down, supply purchasing, professional development, site based meetings and Supervisor meetings.

Section 2. Part-time and Temporary Employees. The School District reserves the right to employ and schedule work for part-time and temporary employees as it deems necessary. The School District agrees to allow current qualified employees to work up to 40 hours before putting on temporary and/or additional part-time employees whenever possible. Current employees will be entitled to additional permanent and/or temporary hours only if they are free to work an entire shift, schedule, or activity, whichever is appropriate for the circumstances, without disruption of their normal schedules.

Section 3. Work Schedules.

Subd. 1. School Year. Shifts and work locations will be determined by the employer. Once a shift and/or site is established, the position will be posted. When the location of a position is changed and/or hours of a position are changed by more than thirty (30) minutes, the position will be posted as a new position.

Subd. 2. Summer and School Release Days. When the number of hours the employer needs to cover in a given day exceeds eight (8) hours and when school is not in session, the hours will be divided between shifts and no shift will be less than 3 ½ hours. Employees will have the right to bid on these shifts and locations by seniority. When trips and/or activities are scheduled, the employer will have the right to adjust work hours between the shifts to accommodate the needs of the program. When these activities and/or trips exist and more than one employee whose hours are changed by the activity wants to work field trip hours, the senior qualified employee will be allowed to work the hours first.

Section 4. Overtime. All hours assigned and worked in excess of forty (40) hours per week will be paid at the rate of time and one half (1 ½). Overtime must be pre-approved by a supervisor.

Section 5. Rest Periods. An employee will be given one (1) fifteen (15) minute rest period for a scheduled shift of four (4) or more consecutive hours. During rest periods employees will be permitted to leave the job site. An employee who works seven (7) or more consecutive hours per day shall be entitled to two(2) fifteen (15) minute rest periods with pay.

Section 6. Extra Hours. When extra hours are available due to special projects or temporary assignments, seniority will be consideration in the selection of the employee for those extra hours that can reasonably be known and scheduled ahead of time.

Section 7. Changes to Base Hours. Notification of changes to base hours will be given two (2) weeks prior to the change unless the change is due to an urgent or unforeseen business need.

## **ARTICLE 14 - SENIORITY**

### Section 1. Definitions.

Subd. 1. Full-time. Full-time seniority will be defined as length of continuous employment with the School in a position covered by this Agreement.

Subd. 2. Part-time. Part-time employees at the completion of three (3) years of service will be credited with one-half (½) year of service for each year of employment. Seniority will accumulate by ½ year of service for each year of employment thereafter. All full-time employees will have greater seniority than part-time employees with less than three (3) years of service or one and one-half (1 ½) years of seniority.

Section 2. Date for Seniority. Following the completion of probationary period, as provided by Article 6, Section 2, an employee's seniority will be established from their hire date by the District in a position covered by this Agreement. There will be two (2) seniority lists, one for part-time employees and one for full-time employees. Employees will earn seniority in the area (full-time/part-time) they are employed.

Section 3. Loss of Seniority. Employees shall lose their seniority standing in the event of retirement, resignation, six (6) months in a District Management position, and or lay-off for more than eighteen (18) months.

Section 4. Break in Seniority. Employees shall not earn seniority credit during an unpaid leave of absence more than three (3) months in length unless such leave is for medical reasons.

Section 5. Uses of Seniority. Seniority will be exercised in accordance with this Agreement for job openings, work hours, building selection, lay-off and recall.

Section 6. Ties in Seniority. If two (2) or more employees start work on the same day the tie will be broken by a random drawing.

## **ARTICLE 15 - JOB POSTINGS**

### Section 1. School Year Postings.

Subd. 1. In the event of a job opening and/or new position, said job opening and/or new position will be posted for a period of five (5) business days and filled as soon as possible. Bargaining unit members shall be given the opportunity to bid for job openings.

Subd. 2. Senior employees shall have the first opportunity to fill the vacancy. The employee who bids for the position with the most seniority shall be given the position if qualified. If there are no qualified employees, the District may fill the position from outside the unit.

### Section 2. Non School Day Postings.

Subd. 1. Supervisors will bid by seniority into one school for ALL non-school days and will remain in the same school for the entire school year (nine months- not including summer programs). Bidding will take place at the beginning of the school year through an arena bidding process at a mandatory staff meeting. Non-school day postings will be provided five (5) days prior to when bids are due.

Subd. 2. Teams at each building will be given shift options at the earliest opportunity and determine amongst themselves who will work in each assignment.

Subd. 3. Once bidding is complete for non-school days, any subsequent non-school day vacancy maybe assigned by the employer or, when necessary, posted and filled according to the language contained in this section.

### Section 3. Summer Postings.

Subd. 1. Supervisors will bid by seniority into a school and shift for Summer programming. Bidding will take place through an arena bidding process at a mandatory staff meeting. Summer postings will be provided five (5) business days prior to when bids are due.

Subd. 2. Once bidding is complete for summer programming, any subsequent summer vacancy maybe assigned by the employer or, when necessary, posted and filled according to the language contained in this section.

## **ARTICLE 16 - SEVERANCE**

Section 1. Eligibility. Full-time employees, as defined in Article 6, Section 1, Subd. 1, who have completed at least ten (10) years of continuous service with the School Board and who are at least fifty-five (55) years of age shall be eligible for a severance payment pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board.

Subd. 1. Leaves of Absence. Time spent on approved Leaves of Absence, as provided in Article 14, shall be included in the calculation of years of continuous service.

Subd. 2. Determination of Age. For purposes of this Article, an employee's age shall be that attained on the date the employee elects to retire.

Subd. 3. Discharge for Cause. This Article shall not apply to any employee who has been discharged for cause by the School Board.

Section 2. Basis of Severance Payment. The amount of the severance payment, upon early retirement, shall be to a maximum of eighty (80) days pay at the employee's daily rate of pay as of the date of early retirement, not to exceed \$12,500 in accordance with subdivisions 1 and 2.

Subd. 1. Payment for Unused Paid Absence Leave. An eligible employee shall be eligible to receive a severance payment in an amount obtained by multiplying eighty percent (80%) of the employee's unused paid absence leave at the time of retirement, not to exceed eighty (80) days, times the employee's daily rate of pay, as determined by subdivision 2.

Subd. 2. Daily Rate of Pay. An eligible employee's daily rate of pay shall be determined by the daily hours assigned in the last year of employment or the highest daily hours assigned in the last three years of employment.

Subd. 3. Maximum Payment. The maximum severance benefit, under the provisions of this Article shall be \$12,500.

Section 3. Payment. An eligible employee shall receive a single severance payment made to their TSA account within thirty (30) days of their date of retirement, given the Human Resources Department has received all proper documentation to process the retirement.

Subd. 1. Deductions. Deductions shall be made from the severance payments only as required by law and as outlined in Section 4, Subd. 2, regarding a Matching Plan.

Subd. 2. Beneficiary. If the employee dies after the effective date of retirement, but before the total severance payment has been received, the balance due shall be paid to a named beneficiary, or, lacking same, to the estate of the deceased.

Section 4. Matching Plan. All full-time employees who have completed at least three (3) years of full-time continuous service to the School District are eligible to participate in a Tax Sheltered Annuity (TSA) or 403B matching plan.

Subd. 1. Contributions. Effective January 1, 2025, the School Board shall provide an equal match to an eligible employee's contributions to a maximum of one thousand two hundred dollars (\$1,200) annually. The School Board's contribution to such a plan shall not exceed ten thousand dollars (\$10,000.00) over a period of twenty (20) years for any employee.

Subd. 2. Severance Reduction. An employee eligible for a severance payment as provided in Sections 1 through 3 of this article shall have their maximum severance amount reduced by an amount equal to the Board's total contribution to the employee's matching plan.

## **ARTICLE 17 - LEAVES OF ABSENCE**

Section 1. Medical Leave of Absence. Permanent employees may request an Unpaid Medical Leave of Absence not to exceed one (1) year. An employee's position may be posted temporarily pending their return, subject to the best interests of the School District. An employee returning from a medical leave shall be entitled to return to a comparable position.

Subd. 1. Requests for an Unpaid Medical Leave of Absence shall be in writing and shall be accompanied by a medical statement indicating the extent of illness or injury and the expected duration of the leave.

Subd. 2. An Unpaid Medical Leave of Absence may be extended by the District for an additional six (6) months.

Subd. 3. Employees shall continue to accrue seniority while on a Medical Leave of Absence.

Subd. 4. Subject to the provisions of this Agreement and the limitations of the group insurance programs established by Article 9, an employee on an Unpaid Medical Leave of Absence may continue to participate in the group insurance programs. An employee choosing to continue participation shall pay the entire monthly premium of such programs effective on the date the Unpaid Medical Leave of Absence begins.

Subd. 5. Unpaid Medical Leaves of Absence granted by the School Board shall be in writing and shall contain the dates of departure and return.

Section 2. Military Leave. A Military Leave of Absence shall be granted in accordance with and subject to applicable statutes.

Section 3. Unpaid Leave. Employees may request a short-term unpaid leave of absence not to exceed 6 months. These leaves may be granted by the District, at its discretion. Employees will not accrue seniority during unpaid leave.

## **ARTICLE 18 - GRIEVANCE PROCEDURES**

Section 1. Definition. A grievance shall be defined as a dispute which arises concerning the application or interpretation of the terms of this Agreement.

Section 2. Adjustment of Grievance. A grievance as defined by Section 1 shall be resolved in the following manner:

Step 1: The grieving employee shall meet and discuss the alleged grievance within twenty (20) calendar days after the event giving rise to the grievance with the Youth Programs Manager. In the event the grievance is not resolved in Step 1 it may be appealed by the Union in writing within seven (7) calendar days to the Director of Human Resources.



Step 2: Following receipt of the Step 1 Appeal, the Director Human Resources shall meet with a Union Representative and the employee to discuss and attempt to resolve the grievance within fourteen days. The Employer will provide a written response to the Union and employee within seven (7) days of this meeting. In the event the grievance is not resolved in Step 2 it may be appealed by the Union in writing within seven (7) calendar days to the School Board or its designee.

Step 3: Following receipt of a Step 2 appeal, the School Board shall set a time to hear the grievance within twenty (20) calendar days. At the option of the School Board, a committee or representative(s) of the School Board maybe designated to hear the appeal at this level and report its findings and recommendations to the School Board. Within twenty (20) calendar days after the meeting, the School Board shall issue its decision in writing. In the event the grievance is not resolved in Step 3, it may be appealed by the Union in writing within twenty (20) Calendar days to arbitration.

### Section 3. Arbitration.

Subd. 1. When a grievance is appealed to arbitration either party may request the Bureau of Mediation Services to submit a list of five (5) arbitrators from which the parties shall select one (1). The method of selection shall be in accordance with the rules of the B.M.S.

Subd. 2. 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 procedure 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 School Board, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. The arbitrator's decision shall be based solely on the arbitrator's judgment of this Agreement and the evidence and testimony presented at a hearing.

Subd. 3. A valid arbitrator's decision shall be binding on the School Board, the Union, and the employees.

Subd. 4. Each party shall bear its own expenses in connection with the arbitration including expenses related to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary to conduct the arbitration.

Section 4. Exclusive Remedy. The procedure established by this Article shall be the sole and exclusive means to resolve grievances as defined by Section 1 of this Article.

## **ARTICLE 19 - RETIREMENT**

The School Board shall make P.E.R.A. and F.I.C.A. retirement contributions on behalf of eligible employees in accordance with State and Federal law.

## **ARTICLE 20 - REDUCTION OF WORK FORCE**

Section 1. Procedure. When reducing the work force the School Board will lay off the employee with the least seniority. The employee affected by the layoff shall be given fourteen (14) calendar days written notice of the layoff, a copy of which will be provided to the Union.

Subd. 1. A senior employee affected by the layoff shall have the right to replace any employee with less seniority.

Subd. 2. The replacement procedure will be repeated until the employee having the least seniority is laid off or an employee waives the right to replacement.

Subd. 3. Employees laid off shall be placed on the recall list for a period of 18 months.

### Section 2. Notice of Recall.

Subd. 1. When a position is made available, the most senior laid off employee will be recalled first. If an employee on layoff opts not to accept a position, they will be considered having resigned.

Subd. 2. Notice of recall shall be made by certified mail, return receipt requested, to the last known address of the employee being recalled. Response to the notice of recall shall be made to the School Board in writing within seven (7) calendar days after the date of receipt of such notice. Employees failing to respond within seven (7) calendar days of notice or who fail to report for work, shall waive any right to reemployment and shall have their name removed from the recall list.

Subd. 3. The date of return to work shall be at least fourteen (14) calendar days from the date the employee receives the notice of recall. or earlier if mutually agreed to.

## **ARTICLE 21 - PUBLIC OBLIGATION**

Section 1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to continuous and uninterrupted operation of the School is of paramount importance.

Section 2. The Union agrees, therefore, that during the term of this Agreement, neither the Union nor any individual employee shall engage in any strike, including sympathy strikes, or unfair labor practice as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure. The Employer agrees there shall be no lockout during the term of this Agreement.

## **ARTICLE 22 - DURATION**

Section 1. Term and Reopening Negotiations. This agreement shall remain in full force and effect for a period commencing on July 1, 2024, through June 30, 2026, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent no later than May 1, 2026. Unless mutually

agreed, the parties shall not commence negotiations more than one hundred twenty (120) calendar days prior to the expiration of this Agreement.

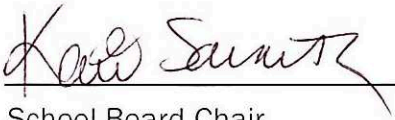
Section 2. Finality. Any matters relating to this Agreement, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.


Section 3. 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 provisions thereof.

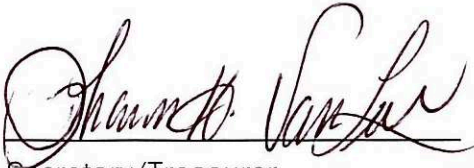
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

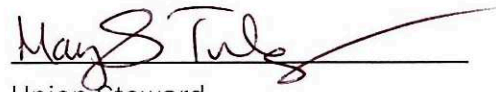
For: South Washington County  
ISD #833

For: Teamsters 320

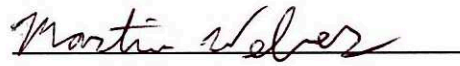
  
School Board Chair


 1/13/2025  
Business Manager

  
Secretary/Treasurer

  
Union Steward

  
Chief Negotiator

  
Union Steward

  
Union Steward

\_\_\_\_\_  
Union Steward

01/16/2025  
Date

01/13/2025  
Date

Memorandum of Agreement  
School Closures due to Cold Temperatures

South Washington County ISD #833, hereinafter referred to as the Employer, and the Teamsters 320, hereinafter referred to as the Union, agree to the following:

Cold Closing

If school is called off due to Cold Temperatures during the school year, Kids Club will remain in session at selected sites. Kids Club Supervisors will receive double time pay for hours worked at sites that are in session. Kids Club Supervisors who wish to take advantage of this option must contact the Out-of-School Time Program Manager by the posted deadline to sign-up. This double time option is only available for Cold Temperature closings to pre-committed Kids Club Supervisors who work at sites that are in session.

Options for Kids Club Supervisors Not Scheduled at a closure site:


1. Work 8 hours at home site cleaning, organizing and planning ~ not eligible for premium pay
2. Claim 8 hours of PAL (*Emergency School Closing or Personal Business, per info provided by the District*), FLH or VAC ~ not eligible for premium pay

Bidding Process:

A registration and bidding session will be held at a regularly scheduled Kids Club Supervisor meeting, or earlier if necessary. Staffing will be based on need determined by total registration. Staff will bid into cold closing positions, and their placement will remain in effect for the duration of the school year; they are not able to later change their intentions as the team model is built on each person's commitment to participate. Resignations and new hires would be addressed as they arise, similar to current Non School Day staffing practices utilizing Article 15 Job Postings, Section 2. Non School Day Postings, Subd. 3.

For: South Washington County  
ISD #833

For: Teamsters 320

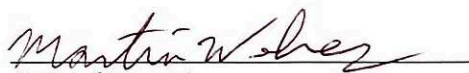
  
School Board Chair

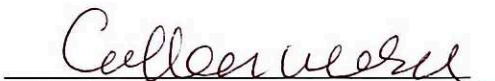
 1/13/2025  
Business Manager

  
Secretary/Treasurer

  
Union Steward

  
Chief Negotiator

  
Union Steward

  
Union Steward

Union Steward

01/16/2025  
Date

1/13/2025  
Date

## Memorandum of Agreement Injury Leave

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the Teamsters 320, Kids Club Supervisors Group (hereafter "Union") as follows:

Absences Because of Student Assault: In the event a Kids Club Supervisor is physically assaulted by a student while performing the Kids Club Supervisor job duties, the Kids Club Supervisor may use up to three (3) days of paid leave (doctor/dental or personal illness), not to be deducted from Paid Absence Leave (PAL), subject to the following conditions:

A. The physical assault must cause the Kids Club Supervisor to be unable to perform the duties of the Kids Club Supervisor's position. A doctor's note may be requested by Human Resources.

B. For purposes of this subdivision, a "physical assault" is defined to mean the intentional application of physical force by a student on a Kids Club Supervisor that causes physical injury to the Kids Club Supervisor.

C. The paid leave provided by this subdivision must be used within ten (10) work days of the occurrence of the physical assault.

D. Student assaults resulting in the use of paid leave pursuant to this subdivision will be reported to the Superintendent or designee by the Human Resources Department.

This agreement shall sunset on June 30, 2026

For: South Washington County  
ISD #833

  
Chief Negotiator

For: Teamsters 320

  
Business Manager

01/13/2025  
Date

1/13/2025  
Date