

Master Agreement

between

**Independent School District No. 241
Albert Lea, Minnesota**

and the

Support Staff – District 241

July 1, 2022 through June 30, 2024

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ARTICLE I PURPOSE

This Contract made and entered into by and between the Support Staff – District 241, and Independent School District No. 241, Albert Lea, Minnesota (hereinafter referred to as the School Board or School District), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for support staff employees of Independent School District No. 241.

It is the intent and purpose of the parties hereto that this contract shall promote and ensure a spirit of confidence and cooperation between the Board and its employees, set forth a general policy of the School District on personnel and procedures, establish uniform and equitable rates of pay and hours of work, and provide a method for the redress of any grievances the employees may have by virtue of this Agreement or otherwise.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Support Staff – District 241, as the exclusive representative for the support staff employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

Section 3. Discrimination: No discrimination shall be exercised against any employee because of race, creed, sex, color, or political belief.

ARTICLE III DEFINITIONS

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

Section 2. Description of the Appropriate Unit: For purposes of this agreement, the term Support Staff Employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: Confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's bargaining unit, employees who hold a position of a

temporary or seasonal nature for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees.

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

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

ARTICLE IV SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

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

ARTICLE V EMPLOYEE RIGHTS

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

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

ARTICLE VI HOURS OF SERVICE AND DUTY YEAR

Section 1. Workday: The regular hours of work for all employees, exclusive of lunch, shall be eight hours per day or as prescribed by the School District. An employee who is working a regular eight (8)-hour day may make a request in writing for a shorter workday to the employee's supervisor. The approval of such a request shall be at the sole discretion of the supervisor and subject to final approval by the Superintendent. Any such reduction of the duty day shall result in a pro-rata salary reduction. All support staff employees shall have a duty free 30-minute unpaid lunch period. There shall be no split workdays or split days off, except where mutually agreed upon.

On the last working day of the week and the days before a holiday, support staff may leave one-half hour earlier than scheduled unless services are required to be provided for students, the general public, or other district personnel.

Section 2. Work Year:

Subd. 1. 34-week employees: 34-week employees will work an equivalent of 34 weeks between workshop and the closing of the school year with the exception of their holidays.

Subd. 2. 35-46 week employees: 35-46 week employees will work a specific number of weeks, excepting the winter vacation period, the spring vacation period and their holidays.

Subd. 3. 52-week employees: 52-week employees will work on an annual basis to include all working days with the exception of their holidays and vacation.

Section 3. Job Duties: It is understood that work of a support staff employee may include all types of work normally found in an office. There shall be a written job description for each support staff position.

Section 4. Required Medical Examinations: The Board may require a complete physical examination at school expense, but only upon specific direction by the Superintendent of Schools with School Board approval.

ARTICLE VII RATE OF PAY

Section 1. Wage Schedules:

Subd. 1. 2022-2024 Salary Schedule: The wages and salaries as provided in Schedule A herein shall be in effect beginning the 2022-2023 contract year retroactive to July 1, 2022; Schedule B herein shall be in effect beginning July 1, 2023.

Subd. 2. 2022-2023 Step Placement: Employees will advance one step, if eligible over their prior year 2021-2022 step. The step herein shall be in effect retroactive to July 1, 2022.

Subd. 3. 2023-2024 Step Placement: Employees will advance one step, if eligible over their prior year 2022-2023 step.

Subd. 4. Successor Agreement: In the event a successor agreement is not entered into prior to July 1, 2024, an employee shall remain at the same step as compensated during the 2023-2024 contract year until a successor agreement is reached.

Section 2. New Employees: A new employee shall be placed on the salary schedule in the appropriate classification as determined by the School District and on such step based on the criteria in Section 3 of this Article. If not placed on step 1, an employee shall be eligible for step advancement on the following July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the step rate on July 1 but shall not be eligible for step advancement until the following July 1. New employees placed on step 1 shall be eligible for step advancement after three (3) months of continuous employment and will also be eligible for step advancement on July 1 of the year following the date hired. Thereafter, such a new employee shall be subject to all provisions of this Article.

Section 3. Recognized Experience: All new employees will be considered for recognized experience

Subd. 1. Outside Support Staff Work (direct) Experience: An employee new to the school system shall be granted up to six (6) years outside work experience toward initial placement on the salary schedule for experience that directly related toward the support staff duties for which they are employed. A new employee may be granted more than six (6) years of outside work experience if in fact that employee has actually had such experience.

Subd. 2. Non-Support Staff Work (non-direct) Experience: An employee new to the school system may be granted up to eleven (11) years of work experience at the discretion of the school district. Two (2) years of non-direct support staff duty work experience shall be equated as one (1) year of direct experience, if the school district accepts the work experience as qualifying.

Subd. 3 Interpretation: It is the intention of Subd. 1 and 2 above to guarantee, but not limit, initial placement of the salary schedule up to and including the seventh (7th) step, if the criteria in the applicable portions of Subd. 1 and 2 are met.

Subd. 4 Years of Experience: A year of experience shall be construed to mean a minimum of 120 actual days within the same year.

Section 4. Pay Days: Support staff employees shall be paid twice a month on the 5th and 20th of each month, and in no event shall a support staff employee be paid more than 22 days after the start of her/his duty work year. However, at the discretion of the School District the two monthly paydays may be the 15th and 30th of each month. At least sixty-(60) days' notice shall be given to support staff employees prior to any change in payday dates.

Section 5. Overtime Compensation:

Subd. 1. Overtime Rates: Compensation for Superintendent authorized overtime shall be time and one-half rates for all hours worked in excess of eight hours per day or forty hours per week. Any time worked on Sundays shall be at double-time rates.

Subd. 2. Two Hour Minimum: Employees who are called out to work on other than their regular shifts by members of the administration of Independent School District #241 or law enforcement authorities or who are scheduled to work overtime for hours that are not consecutive with their regular shift shall receive a minimum of two hours per day at the appropriate overtime rates.

**ARTICLE VIII
GROUP HEALTH INSURANCE**

**ESTABLISHMENT OF VEBA WITH HEALTH REIMBURSEMENT ARRANGEMENT FOR ACTIVE
EMPLOYEES**

Section 1. Establishment of VEBA: The school district shall make available a VEBA Plan and Trust to all qualified bargaining unit members and eligible retirees who exercise their option to enroll in the high deductible health insurance program offered in Section 5 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

If the school district maintains a cafeteria plan with a health flexible spending account (an "FSA"), the school district will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second.

The VEBA Plan year will begin and end on the same dates as the high deductible health insurance program offered in Section 5 of the Article.

Section 2. Benefits Provided Through The VEBA: The school district shall provide the following welfare benefit arrangement through the VEBA Plan.

The Health Reimbursement Arrangement For Active Employees

Section 3. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid by the school district. Administrative fees allocable to the individual accounts of active employees, who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid by the school district. Administrative fees allocable to the individual accounts of former employees shall be paid by the account. Administrative fees allocable to the individual accounts of retirees shall be paid by the account. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

Section 4. Employer Contributions to the Health Reimbursement Arrangement for Active Employees: The school district will make an annual contribution to individual accounts under the Health Reimbursement Arrangement for qualifying bargaining unit members in the following amounts and in accordance with the following schedule: A dollar amount of \$1,200.00 for each qualified employee who elects single coverage under the group health plan described in Section 5; and a dollar amount of \$2,400.00 for each qualified employee who elects family coverage under the group health plan described in Section 5. The contribution will be made on or about the first day of the VEBA plan year.

If a qualified bargaining unit member who is a VEBA Plan participant has a change in coverage after the first day of the VEBA Plan year, the school district shall prorate the amount of the school district contribution to reflect the change. If a VEBA Plan participant has received an overpayment in the school district contribution to the VEBA Plan participant's individual account, it will be the responsibility of the VEBA Plan participant to reimburse the district for the overpayment.

If a qualified bargaining unit member is hired after the first day of the VEBA Plan year, the school district shall prorate the amount of the school district contribution by the ratio of the number of days worked during the plan year to the number of regular contract duty days as stated in Article VI, Section 1, of the Master Contract.

Section 5: Health Care Plans: The school district shall make available three health plans to all qualified bargaining unit members and eligible retirees who elect to participate in said plans. The school district shall contribute a monthly amount of \$794.62 (pro-rated) toward the cost of single group health premium and \$1,810.72 (pro-rated) toward the cost for family group health premium for the 2022-2023 school year. The school district shall contribute a monthly amount of \$831.52 (pro-rated) toward the cost of single group health premium and \$1,902.32 (pro-rated) toward the cost for family group health premium for the 2023-2024 school year. The Health Insurance contribution as provided shall be retroactive to July 1, 2022.

Section 6. Eligibility:

Subd. 1. Eligibility Criteria: Employees who are regularly employed an average of at least twenty (20) hours per week and 120 days per year shall be eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. New employees shall be eligible for insurance coverage as provided by this Article effective on the first day of employment or as soon thereafter as the employee and the school district complete necessary processing, including enrollment cards. Employees employed for a lesser period of time as outlined herein, and substitutes, shall not be eligible for benefits as contained in this Article.

Subd. 2. Prorating Criteria and Calculation: Effective upon the execution of this agreement, any employee employed at least 20 hours per week and 120 days per year shall receive School District contributions for health-hospitalization insurance as outlined in Section 2 hereof in a proportionate dollar amount as their annual hours of employment are 1,900 hours, i.e., an employee working 950 hours per year would receive half of the dollar contribution provided in Section 5. This proportionate share will be rounded to the nearest .90 FTE, .80 FTE, .70 FTE, .60 FTE and .50 FTE. For example a Support Staff working 1,736 hours equates to $1,736/1,900 = .91$ FTE which is rounded to 1.0 FTE for the purposes of calculating the proration for health insurance; another example: a support staff who is assigned to work 1544 hours equates to $1,544/1,900 = .813$ which is rounded to .90 to calculate the employer share.

$$\begin{aligned} \$720 \times 12 &= \$8,640 \times .50 = \$4,320 \\ \$720 \times 12 &= \$8,640 \times .60 = \$5,184 \\ \$720 \times 12 &= \$8,640 \times .70 = \$6,048 \\ \$720 \times 12 &= \$8,640 \times .80 = \$6,912 \\ \$720 \times 12 &= \$8,640 \times .90 = \$7,776 \end{aligned}$$

Section 7. Part-time Benefits: All part-time support staff employees who are members of the support staff bargaining unit shall be entitled to pro-rated benefits as stated in this master contract if such benefits are not otherwise excluded by the specific provisions of this Contract.

Section 8. Affordable Care Act (ACA): Notwithstanding any other provision of this Agreement, in the event this Agreement will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The School District and the employees agree that all material terms of compensation, hours, and fringe benefits

(including health benefits) may be subject to modification in order to comply with the ACA, to minimize penalties under the ACA, and to address any increase or decrease in cost that the ACA may require.

Section 9. Married Couples: If a member of the bargaining unit is married to another district employee, the support staff and spouse will be eligible for a district contribution towards family health insurance coverage, or two single health insurance plans both at the support staff contribution. This language does not constitute a stacking benefit of insurance premiums.

ESTABLISHMENT OF VEBA WITH POST-RETIREMENT HEALTH REIMBURSEMENT ARRANGEMENT

Section 9. Establishment of VEBA: The school district shall make available a VEBA Plan and Trust to all eligible retirees who exercise their option to enroll prior to retirement in the high deductible health insurance program offered in Section 5 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Section 10. Benefits Provided Through the VEBA: The school district shall provide the following welfare benefit arrangement through the VEBA Plan.

The Post-Retirement Health Reimbursement Arrangement

Section 11. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active employees shall be paid by the school district. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

Section 12. Employer Contributions to the Post-Retirement Health Reimbursement Arrangement: The school district will make an annual contribution to individual accounts under the Post Employment Health Reimbursement Arrangement for qualifying bargaining unit members in accordance with the following schedule: A dollar amount of \$1,200.00 for each qualified employee. The contribution will be made on or about the first day of the VEBA Plan year.

Section 13. Employer VEBA Contributions for Post-Retirement Health Care for Employees Hired on or After July 1, 2022: The district will contribute \$1,200 per year to the individual's VEBA account in lieu of current district contributions for post-retirement health insurance. Contributions would begin July 1st following one year of satisfactory service as a support staff bargaining unit member.

Section 14. Health Care Plans for Employees Hired Prior to July 1, 2022: An eligible retiree may continue to participate in a school district or other health plan as of the effective date of his or her retirement. With respect to qualifying bargaining unit members, the school district shall contribute an amount not to exceed the district's contribution to a single premium at the time the employee retires.

Section 15. Eligibility:

Subd. 1. Retiree Is At Least 55 Years of Age: An employee who retires prior to eligibility for Medicare/Medicaid and is at least 55 years of age at the time of retirement, or an employee who becomes medically disabled between such ages, shall be eligible for participation in the Post Employment Health Reimbursement Arrangement and the school district shall pay the contributions as provided in Sections 11 and 12 hereof, for such insurance.

Subd. 2. Retiree Between 50 and 55 Years of Age: An employee who retires prior to age 55 and is at least 50 years of age at the time of retirement shall be eligible for participation in the Post Employment Health Plan, provided that the employee will pay all premiums by making arrangements with the school district business office to pay the monthly premiums on such date determined by the school district.

Subd. 3. Dependent Coverage: Dependent coverage, if desired, must be paid by the employee by making arrangements with the school district business office to pay the monthly premiums on such date as determined by the school district.

Subd. 4. Employer Contribution: The School District's contribution will discontinue upon the employee being eligible for Medicare/Medicaid.

Section 16. Claims against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy under the provisions of this contract and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE IX
OTHER INSURANCE**

Section 1. Income Protection: The School District will provide an income protection insurance plan that will pay support staff employees who work at least 20 hours per week for at least 120 days per year 2/3 of their salary up to the maximum allowed per month (which will exceed \$2,000 per month for full time employees) to Medicare age, after a 180-day waiting period. Such plan will provide coverage for mental or nervous disability. Benefits received there under will be reduced by any amount payable under Worker's Compensation, primary or family Social Security, state compulsory disability plans, and/or any other group disability insurance plan. Premiums for such insurance shall be paid in full by the School District.

Section 2. Life Insurance: The School District shall contribute the necessary premiums to provide \$60,000 of group term life insurance, to all support staff employees who qualify according to the terms of this contract. Up to an additional \$60,000 of coverage may be purchased at the group rate but at the

employee's expense in increments as permitted by the contract with the insurance carrier. The coverage is convertible upon retirement but with a decreasing death benefit after age 65.

ARTICLE X HOLIDAYS

Section 1. Paid Holidays:

Subd. 1. 52-Week Employees: All 52 week employees shall be entitled to the following paid holidays except when school is in session:

- | | |
|--------------------|------------------------------|
| 1. New Year's Day | 7. Thanksgiving Day |
| 2. President's Day | 8. Friday after Thanksgiving |
| 3. Good Friday | 9. Day before Christmas |
| 4. Memorial Day | 10. Christmas Day |
| 5. Fourth of July | 11. New Year's Eve Day |
| 6. Labor Day | |

Subd. 2. 34-46 Week Employees: All 34-46 week employees shall be entitled to the following paid holidays when they fall within their work year, except when school is in session:

- | | |
|--------------------|------------------------------|
| 1. President's Day | 5. Thanksgiving Day |
| 2. Good Friday | 6. Friday After Thanksgiving |
| 3. Memorial Day | 7. Christmas Day |
| 4. Labor Day | 8. New Year's Day |

Section 2. School in Session: If the District calendar requires school to be in session on a contractual holiday, support staff will have the option to flex their scheduled holiday in place of another scheduled work day or non-work day.

Section 3. Premium Rate: When an employee is required to work on any of these holidays, they shall be paid at double their usual rate of pay.

Section 4. Overtime Compensation: When an employee does not work on any of the above-named holidays, the holidays shall nevertheless count as eight hours work for the purpose of computing overtime for hours worked in excess of 40 in any such week. When necessary, the District may require an employee to work on a holiday.

Section 5. Holiday on Weekend: When any of the above-named holidays fall on a Sunday, the following day shall be observed as the holiday. When the holiday falls on Saturday, it shall be observed on the previous Friday.

Section 6. Holiday on Vacation: When a paid holiday falls during an employee's vacation period, they shall receive an additional day of paid vacation.

ARTICLE XI VACATIONS

Section 1. Annual Vacation: One day of vacation is equal to the number of daily contracted work hours. Annual vacation shall be front loaded on the first day of the school calendar year.

Group 1: 52 Week	Annual Accrued Number of Days
Year 1	5 Days
Year 2-5	10 Days
Year 6-10	15 Days
11-15	20 Days
16+	22 Days

Subd. 1. Scheduling: Group 1 employees shall schedule vacations during the summer months unless the supervisor approves vacation time during the school year.

Subd. 2 Calculation: When a Group 1 employee qualifies for a change in vacation status because of length of service, they will receive the additional week during the summer following the employee's employment anniversary date, providing that all additional earned vacation days can be scheduled prior to the start of the teacher's work year.

Group 2: 43-51 Weeks	Annual Accrued Number of Days
Year 1	2 Days
Year 2-3	3 Days
Year 4-6	5 Days
Year 7 and after	7 Days

Group 3: 30-42 Weeks	Annual Accrued Number of Days
Year 1	2 Days
Year 2-3	3 Days
Year 4-6	4 Days
Year 7 and after	5 Days

Section 2. Vacation Carry Over. All employees shall be allowed to carry over from year to year (July 1 - June 30) the current year's accrued vacation plus forty (40) hours. For each hour of vacation beyond the carry over (accrued number of days plus forty (40) hours), employees are eligible to be paid for up to eight (8) unused hours at the per diem rate in the June 20 paycheck. Upon separation, an employee shall confer with the employee's supervisor to arrange for the usage of any accumulated vacation prior to the termination date. There will be no pay for unused vacation days after the effective date of the employee's resignation.

Section 3. Continuous Service: Continuous service in Independent School District 241 shall be used for the purpose of determining allowable vacation time.

**ARTICLE XII
OTHER LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Earning and Accumulation: A full-time employee (8 hours per day/2,080 hours per year) shall earn sick leave at the rate of 10 hours for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned to a maximum of 1,400 hours. The annual and maximum accumulation as provided herein is based on a regularly scheduled duty day and duty year as noted above. In the event that the duty year is different than the standard days and duty year as listed, or if the duty day changes during a duty year, the accrual and accumulation will be adjusted pro rata.

Subd. 2. Use: Disability leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. This leave may be used pursuant to Minnesota Statutes section 181.9413 so long as the employee meets the definition of an employee under Minnesota Statutes section 181.940 and all other requirements of section 181.9413 are met.

Subd. 3. Medical Certificate: The School District may require an employee to furnish a medical certificate 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 District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. Approval: Sick leave shall be considered for approval only through use of the district designated absence program.

Subd. 6. Workers Compensation: When a support staff employee is injured on the job in the service of the School District and collecting Worker's Compensation insurance as well as drawing disability leave and receiving full salary from the School District, their salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from their accrued disability leave.

Subd. 7. Long-Term Disability Compensation: At the time a support staff employee becomes eligible to receive long-term disability compensation as provided in this Agreement, the support staff employee shall no longer be eligible for any disability leave pay pursuant to this section as long as the support staff employee continues on long-term disability compensation.

Section 2. Bereavement Leave:

Subd. 1. Immediate Family: Up to three (3) days with pay, non-accumulative, of bereavement leave shall be granted for death in the immediate family. An additional three (3) days with pay may be granted at the discretion of the Superintendent, or his designee. For purposes of this section, immediate family is defined as the support staff worker's spouse, child, parent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchildren, and any other person living in the same household.

Subd. 2. Close Family: One (1) day of leave, with pay, will be granted for death in the close family. For purposes of this section, close family is defined as the support staff worker's sister-in-law or brother-in-law.

Subd. 3. Special Approval Provisions: The particular amount of leave allowed under Subd. 1 hereof is subject to the discretion of the Superintendent, or his designee.

Subd. 4. Approval and Scheduling: Request for such leave shall be considered for approval only through use of the district designated absence program.

Section 3. Emergency Leave:

Subd. 1. Earning: A support staff employee may be granted a leave with pay at the discretion of the Superintendent (or their designee) of up to three (3) days per year, non-accumulative, for situations that arise requiring the employee's emergency attention which cannot be attended to when school is not in session and which are not covered under other policies.

Subd. 2. Uses: Severe illness of spouse, child, parent, or other members of the employee's household, deaths, funerals, court appearances and estate settlements are examples of situations where this leave may be granted at the discretion of the Superintendent (or their designee).

Subd. 3. Special Approval Provisions: Requests for emergency leave must be made using the designated absence program to the Superintendent (or his designee) at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Superintendent (or their designee) reserves the right to refuse to grant such leave, if, under the circumstances involved, the Superintendent (or their designee) determines that such leave should not be granted. Under extreme emergencies the Superintendent (or their designee) may grant an additional three (3) days of leave, said days to be deducted from disability leave.

Subd. 4. Prohibited Use of Emergency Leave: Emergency leave may not be used for activities of a direct financial benefit to the support staff employee or for activities of a recreational nature.

Section 4. Child Care Leave: A support staff employee shall receive a child care leave of absence according to the following requirements:

1. Upon learning of their need the support staff employee shall submit a written application for child care leave to the School District.
2. Child Care leave will commence on the date to be agreed upon between the support staff employee and the School District. The leave will include a commencement date and a return date.
3. The School District agrees to give the support staff employee up to one (1) year child care leave without pay.
4. Following their return, the support staff employee, in accord with the return date in the leave, shall be reinstated to their original position or a position of like status and pay.
5. Child care leave shall be without pay. However, the employee may use disability leave for any period of actual physical disability for any period of time during which the employee would otherwise have been at work.
6. All fringe benefits as provided for under this Contract shall remain in effect provided the employee pays the necessary premiums. Disability leave will not be accumulated during their absence. Vacation time will accumulate for the employee as if they were working.
7. In the event that both parents are employees of District 241, the District shall not be required to grant child care leave to both parents for the same period.
8. The District shall not be required to grant child care leave for purposes other than direct child care.
9. The language in this section shall be interpreted to cover adoption.

Section 5. Jury Duty: A support staff employee called for jury duty or under subpoena to give testimony in a court of law shall be granted leave and shall receive their regular school pay, less any money received as compensation for the performance of such obligation.

Section 6. Medical Leave: A support staff worker who is unable to work because of illness or injury and who has exhausted all disability leave credit available, or has become eligible for long-term disability insurance, may, upon a request that is accompanied by a doctor's written statement, be granted a medical leave of absence, without pay, for up to one (1) year. The School District may renew such a leave for one additional year (2 years maximum). Request for the one-year renewal shall also be accompanied by a doctor's written statement.

Section 7. Weather Emergencies: On work days where weather causes an early-out, late start or closure for the entire day, the support staff member will be released by discretion of their supervisor. These days will be regarded as a regular paid work day.

ARTICLE XIII 403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: The School District will make a contribution to a state-approved 403(b) annuity matching contribution plan for each group member who is employed an average of at least twenty (20) hours per week and at least 120 days per year, provided that:

The group member has at least one year of continuous service in the Albert Lea School District.

The group member has authorized a matching contribution to a 403(b) annuity matching contribution plan, to be paid by payroll deduction, with equal contributions each pay period.

The group member notifies the School District in writing by no later than June 1 each year of her/his intention to participate in this 403(b) annuity matching contribution plan and the amount of their contribution to go into effect July 1 of the same year. In addition, a group member shall notify the School District in writing by no later than December 1 each year of her/his intention to modify their 403(b) contribution effective January 1. Such participation shall continue from year to year at the specified amount unless the support staff notifies the School District to the contrary.

Section 2. Amount of the School District's Matching Contribution:

Subd. 1. Support Staff With At Least 1 But Less Than 18 Years of Service: Group members who have at least one but less than eighteen years of service in the Albert Lea School District shall be eligible for an annual School District matching contribution of up to four percent (4%) of their annual wages for the first ten years of employment and then five percent (5%) of their annual wage with a maximum of \$2,000.00 annually.

Subd. 2. Support Staff With 18 or More Years of Service: Group members who have eighteen or more years of work experience in the Albert Lea School District shall be eligible for an annual School District matching contribution of up to the maximum amount of \$2,000.00 annually.

**ARTICLE XIV
OTHER BENEFITS**

Section 1. Longevity Pay: All support staff who have attained the maximum step on the salary schedule, shall receive longevity pay of \$0.45 per hour.

Step	Longevity
11	\$0.45/hr

Section 2. Mileage Reimbursement: Effective the first of the month following execution of this Agreement support staff employees who have to use their personal vehicles for school district business shall be reimbursed at the maximum rate allowable as determined by federal tax laws. Employees required to use their personal vehicle in the performance of the job shall receive a minimum of \$1.00 per trip. Support staff employees shall maintain a minimum of \$50,000 per person and \$100,000 aggregate per occurrence of a single limit of \$100,000 of liability insurance protection on their personal vehicles when said vehicles are used for school district purposes.

**ARTICLE XV
VACANCIES AND POSTINGS**

Section 1. Posting of Vacancies: All members of the bargaining unit will be notified of all permanent vacancies in positions covered by this contract. Employees shall be given five (5) working days during the school year and five (5) working days during the summer months in which to make application to fill said vacancies. A permanent vacancy is defined as one anticipated lasting more than one (1) year. A temporary vacancy is defined as one anticipated to last one (1) year or less. A vacancy may be filled temporarily pending completion of posting and application procedures. Posting shall not apply in lateral transfer involving two permanent employees or in temporary vacancies and the School District reserves the final right concerning assignment and reassignment. If an employee's work schedule does not include summer work, the School District shall email notices of vacancies to the support staff president during the summer months.

Section 2. Application for Vacancies: All employees under this Contract, including those on layoff status, may submit application for any vacancy, which is posted pursuant to this Article.

Section 3. Filling of Vacancies: The position shall be filled by the School District with the best qualified candidate as determined by the School District. The School District reserves the right to fill any position with an outside applicant if internal candidates do not have the needed qualifications for the position or if no internal candidates apply. The Support Staff bargaining unit may choose to have one unit member sit on the interview team. The president of the bargaining unit will be notified of the pending job interviews. The president will inform the human resources office or district office of the representative chosen from the support staff unit who will be on the interview team.

Section 4. Notice of Successful Appointment: Notice of the candidate selected to fill the vacancy shall be posted and sent to the President of the Support Staff – District 241. School District employees who

apply for a position shall be personally informed about the decision.

Section 5. Temporary Assignment: If the vacancy is of a temporary nature the employer may temporarily assign an employee to the position. Such an employee shall receive an additional \$5.00 per day during the period of temporary assignment.

ARTICLE XVI SENIORITY AND LAYOFF

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Contract concerning reduction in force, recall, assignment of vacation period, and also in the filling of vacancies as stated in Article XV.

Section 2. Seniority Rights:

Subd. 1. Seniority List: A seniority list shall be presented to the support staff employees on or about each January 1st.

Subd. 2. Part-Time Restriction: Full-time and part-time employees will both appear on the same seniority list. However, employees employed four (4) or less hours per day shall not have the right to displace or bump a less senior employee working more than four (4) hours per day in the event of layoffs or discontinuance of positions.

Section 3. Seniority:

Subd. 1. Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total length of continuous employment as a support staff employee. Employees shall be placed on the seniority list as of the first day of employment upon completion of the probationary period. If more than one employee is hired on the same date, seniority ranking shall be determined by lot.

Subd. 2. All new employees, however, shall be entitled to all other benefits of this agreement.

Subd. 3. An employee shall lose their seniority standing upon voluntary resignation from employment with the School District.

Section 4. Layoff Application: In the event of a layoff, employees shall be laid off according to seniority in the inverse order of hiring. Employees shall be rehired according to seniority in the inverse order of layoff. An employee's recall rights shall terminate after twenty-four (24) months of continuous layoff.

Section 5. Elimination of Position: In the event of the elimination of a position, the junior employee in the affected classification shall be laid off. However, the laid off employee shall have the right to bump the least senior employee in the next lower classification, if qualified, and as determined by the employer.

Section 6. Strike Layoffs:

Subd. 1. Support staff employees may be subject to lay off by building position, at the discretion of the School District, in the event of a strike by another bargaining unit.

Subd. 2. In the State of Minnesota participation in any strike is limited to those represented by the striking Support Staff – District 241. It is illegal to withhold services in part or in full from the performance of the duties of employment. Therefore, members of this bargaining unit shall report for work in case of a strike by other groups and shall continue to perform services until the School Board determines that said services are no longer necessary.

ARTICLE XVII DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period: All new support staff employees shall be required to serve nine (9) working months probationary period and may be terminated at any time upon the recommendation of their immediate supervisor, Superintendent of Schools or the School Board. The nine (9) working months' probationary period may be extended upon mutual agreement of the employee and the District.

Section 2. Change in Position: Support staff employees assigned to a support staff position in a higher-salaried group in their bargaining unit shall serve a six-month probationary period in the new position. During this six-month probationary period, the support staff employee would be returned to her/his previous position at the request of the support staff employee or at the discretion of the District.

Section 3. Discipline and Discharge: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure, providing the grievance is filed in writing within ten (10) days of the event giving rise to the grievance.

Section 4. Progressive Discipline: The School District will utilize progressive discipline when appropriate, including oral reprimand, written reprimand, suspension and discharge.

Section 5. Representation: An employee shall have the right to have an appropriate representation of her/his choice present during any disciplinary action involving written reprimand, suspension or discharge.

Section 6. Personnel Files:

Subd. 1. Members of this bargaining unit shall be notified whenever any statement which is critical of them is made a matter of record and placed in their personnel files. No derogatory information shall be placed in a member's file without the person's knowledge.

Subd. 2. If a member wishes to review this District file, request shall be made to the immediate supervisor who will schedule the review of the file. The member shall have the right to reproduce

any contents of the file at the member's expense and to submit for inclusion in the file written information in response to any materials contained therein. The School District may destroy such files as provided by law.

ARTICLE XVIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: "Grievance" shall mean an allegation by a support staff employee resulting in a dispute or disagreement with the Board as to the interpretation of application of terms and conditions of employment insofar as such matters are contained in this contract. In addition thereto, "grievance" shall include an allegation by a support staff employee resulting in a dispute or disagreement with the Board as to the interpretation or application of rules, regulations, policies, or past practices which are not within the provisions of this contract, which grievance may be processed in the same manner as described in this Article, but only to Level II. The decision of the Board with regard to any grievance of rules, regulations, policies or past practices which are not within the provisions of this contract shall be final and neither the support staff employee shall be entitled to process such grievance under the arbitration provisions of this Article.

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

Section 3. Definitions and Interpretations:

- A. Extensions:** Time limit specified in this contract may be extended by mutual agreement.
- B. Days:** Reference to days regarding time periods in this procedure shall refer to calendar days.
- C. 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, Sunday, or legal holiday, in which event the period runs until the next day which is not a Saturday, Sunday or legal holiday.
- D. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail 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 Superintendent, setting forth the facts and the specific provision(s) of this contract or rules, regulations, policies or past practices which are not within the provisions of this contract, allegedly violated and the particular relief sought within 21 days after the date of 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.

Section 5. The Board and the support staff employee shall attempt to adjust all grievances which may arise during the course of employment of any support staff employee within the School District in the following manner:

A. Level I: An effort shall be made to first adjust a possible grievance informally between the support staff employee and the Superintendent of Schools. If the problem cannot be resolved through informal discussion, then the formal grievance shall be submitted in writing to the Superintendent, setting forth the facts and the specific provision(s) of the contract allegedly violated and the particular relief sought. The Superintendent will give a written decision on the grievance to the parties involved within seven days after receipt of the written grievance. If a grievance allegedly occurs as a result of action or inaction by the Superintendent, or if the alleged grievance involves support staff employees in more than one building, the grievant shall initiate the grievance at Level II.

B. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within seven days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall meet to hear the grievance within seven days after receipt of the appeal. Within seven days after meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

C. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall meet to hear the grievance within 14 days after receipt of the appeal. Within seven (7) days after the meeting, the Board shall issue its decision in writing to the parties involved. At the option of the Board, a committee of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the Board. The Board shall then render its decision.

Section 6. Board Review: The Board reserves the right to review any decisions issued under Level I or Level II of this procedure provided the Board or its representative notifies the parties of its intention to review within 14 days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision. The Board shall review the decision within seven (7) days of its notice of intention to review and give notice in writing within seven (7) days to the parties involved.

Section 7. Denial of Grievance: Failure by the Board, the Superintendent, or the designee, at the respective levels, to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the support staff employee and the Board are unable

to resolve any grievance involving the interpretation or application of terms and conditions of employment insofar as such matters are contained in this contract, such grievance may be submitted to arbitration as defined herein.

A. 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 seven (7) days following the decision in Level III of the grievance procedure.

B. 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.

C. Selection of the arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within seven (7) 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 Bureau of Mediation Services to supply a list of seven (7) neutral arbitrators. Upon receipt of the aforementioned list, the parties will meet and select a neutral arbitrator by the following process: A flip of a coin shall determine who strikes the first name, and then the parties shall alternate until one name remains. The remaining name shall be the neutral arbitrator.

D. Submission of grievance information:

(1) Upon the selection of the arbitrator, the appealing party shall, within seven (7) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

- (a) The issues involved
- (b) Statement of the facts
- (c) Position of the grievant
- (d) The written documents required under Section 5 of this Article

(2) The Board may make a similar submission of information relating to the grievance, such submission to be at least 24 hours prior to the commencement of the hearing.

E. 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 provided, however, that neither of the parties shall be permitted to assert any ground or to rely on any evidence not previously disclosed to the other party at least 24 hours prior to the commencement of the arbitration hearing. The proceeding before the arbitrator shall be a hearing de novo.

F. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding

upon the parties hereto.

G. 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 cost of such transcript shall be borne by the party requesting it. The fees and expenses of the arbitrator shall be equally borne by the parties.

H. Jurisdiction: The arbitrator shall have jurisdiction over disputes or agreements 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 the terms and conditions of employment as defined herein and contained in this written contract nor shall an arbitrator have jurisdiction over any grievances which have not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

Section 9. Election of Remedies: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matters of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive her/his right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIX DURATION

This Contract constitutes the full and complete agreement between the Board and the Support Staff, and shall be effective as of July 1, 2022, through June 30, 2024, and thereafter as provided by the P.E.L.R.A. If a new and successor Contract has not been duly entered into prior to June 30, 2024, the terms of this Contract shall continue in effect as provided by the P.E.L.R.A.

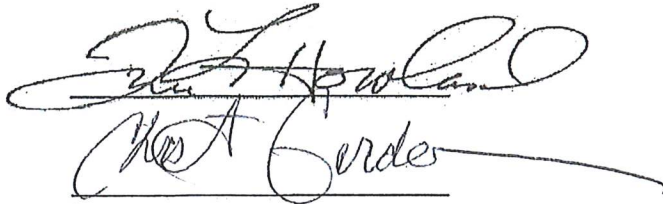
This Contract shall supersede and take precedence over any and all rules, resolutions, regulations, practices or policies of the Board which are inconsistent with its provisions.

The provisions of this Contract shall be severable and, if any provision thereof or the application of any provision is held contrary to law, it shall not affect any other provisions of this Contract or the application thereof.

There shall be four signed copies of the final contract for the purpose of record, one to be retained by the Board, two by the Support Staff – District 241, and one by the Superintendent.

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

For the Support Staff – District 241:


Secretary

Dated this 18th day of July, 2022.

For the School District:


School Board Chair

School Board Clerk

Dated this 18th day of July, 2022.

**SCHEDULE A
2022-2023
Pay Schedule**

**Support Staff Pay Schedule
2022-2023**

Step	Lane			
	A13	B21	B22	B23
1	\$14.13	\$15.19	\$16.36	\$17.67
2	\$14.50	\$15.61	\$16.84	\$18.18
3	\$14.91	\$16.05	\$17.26	\$18.65
4	\$15.27	\$16.45	\$17.75	\$19.15
5	\$15.68	\$16.91	\$18.24	\$19.69
6	\$16.16	\$17.37	\$18.75	\$20.23
7	\$16.59	\$17.83	\$19.23	\$20.75
8	\$17.05	\$18.34	\$19.82	\$21.36
9	\$17.50	\$18.84	\$20.32	\$21.94
10	\$18.23	\$19.57	\$21.06	\$22.67
11	\$18.94	\$20.30	\$21.78	\$23.40

**SCHEDULE B
2023-2024
Pay Schedule**

**Support Staff Pay Schedule
2023-2024**

Step	A13	Lane B21	B22	B23
1	\$14.41	\$15.49	\$16.69	\$18.02
2	\$14.79	\$15.92	\$17.18	\$18.54
3	\$15.21	\$16.37	\$17.61	\$19.02
4	\$15.58	\$16.78	\$18.11	\$19.53
5	\$15.99	\$17.25	\$18.60	\$20.08
6	\$16.48	\$17.72	\$19.13	\$20.63
7	\$16.92	\$18.19	\$19.61	\$21.17
8	\$17.39	\$18.71	\$20.22	\$21.79
9	\$17.85	\$19.22	\$20.73	\$22.38
10	\$18.59	\$19.96	\$21.48	\$23.12
11	\$19.32	\$20.71	\$22.22	\$23.87